

## TERMS AND CONDITIONS OF IBEC MEMBERSHIP

Ibec membership is conditional on acceptance of the following terms and conditions and upon payment of the Ibec membership subscription.

Members of Ibec are serviced by both Ibec clg, a company limited by guarantee and the Irish Business and Employers Confederation, a registered trade union [and references to "Ibec" in these terms and conditions shall mean a reference to both of these entities].

These terms and conditions set out what members can expect from Ibec and the conditions under which services are offered to members.

### 1. IBEC RULES

By subscribing to Ibec, members hereby agree to observe the Rules of the Confederation which may be accessed [here](#), the Constitution of Ibec clg, accessible [here](#) and these terms and conditions, collectively referred to herein as the Ibec Rules.

### 2. TERM AND DATE OF COMMENCEMENT OF MEMBERSHIP

- a) **Annual Subscription:** Ibec operates an annual subscription from January to December.
- b) **Start date:** Membership of Ibec shall commence on the date of receipt of payment of the appropriate subscription rate.
- c) **Termination date:** Membership will continue as long as the subscription is paid and the membership has not been terminated within the terms of the Rules of the Confederation.

### 3. REFUSAL/REVOCAION OF MEMBERSHIP

Please note that Ibec may refuse membership to any business based on the Ibec Rules and any membership criteria that may be determined from time to time by Ibec, acting at its sole discretion. Membership is subject to continued payment of the membership fees. Ibec membership may be revoked for failure to pay membership fees or for non-compliance with the Ibec Rules.

### 4. VARYING MEMBERSHIP TERMS

These terms and conditions may be varied by Ibec in accordance with the Ibec Rules as applicable from time to time. In the event of any such variation, Ibec will post a new copy of the terms to its website and will issue a revised copy of the terms to members by email.

If a member does not accept the revised terms, it must notify Ibec accordingly within 30 days from the date that the revised terms are received (please see Clause 17 for details of when members are deemed to have received these terms). Where a member rejects the revised terms, then the existing terms will apply up to the next renewal date or the date of termination of its membership (if earlier). On renewal of membership, the revised terms shall apply.

If a member renews its membership after Ibec has notified it of changes and the member has not raised any issue with the changes, then the member will be deemed to have accepted the revised terms in full.

### 5. MINIMUM SUBSCRIPTION BASIS, TERM, RATE AND REVIEW

Membership fees are based on a member's total salary/wages bill, headcount or revenue/turnover in respect of the latest financial year. Members have an obligation to provide Ibec with details of:

- a) their total headcount, or
- b) salary/wages bill or turnover information (whichever is the higher) and on request. The Ibec turnover scale may apply in respect of those members with high turnover to labour costs. The subscription paid is on the higher of the two scales. The fee for existing standard members is based on the number of employees, irrespective of whether any employee(s) is part or full time.

All membership fees are payable annually in advance or by agreed direct debit payments. Fees are reviewed annually. Membership shall renew automatically unless either party has notified the other party otherwise prior to renewal.

Membership of Ibec is subject to a minimum term of at least 12 calendar months

Ibec reserves the right to revise any member's annual subscription as appropriate if there is, in Ibec's reasonable opinion, excessive usage of the membership services.

The membership subscription rate is set annually by the National Council, as the governing authority of Ibec. The National Council is made up of nominees of members, appointed by members at the AGM. Any changes to fees are subject to approval by the Ibec National Council.

## **6. SUBSCRIPTION PAYMENT**

All fees and charges are quoted exclusive of VAT unless otherwise specified.

Comprehensive Member services provided by Ibec consist of VAT exempt and vatable services. VAT exempt services are provided by the Irish Business and Employers Confederation and vatable services are provided by Ibec clg. VAT number is 0051524W

Ibec will in the normal course invoice the member by email each December. A hardcopy invoice is available on request.

- a) The option to pay by regular direct debit payments is available on request.
- b) The method of payment of the subscription to Ibec shall be by:
  - i. cheque sent to the following address: Accounts Receivable, Ibec, 84 Lower Baggot Street, Dublin 2;
  - ii. electronic transfer to the following account, Ibec No 1 Account, Bank of Ireland, 2 College Green, Dublin 2, Account Number:10025922, sort code 900017, Iban IE 97BOFI 900017 10025922;
  - iii. bank draft; or
  - iv. credit card payment – please contact the Accounts Department to enable payment processes.

All membership fees and any other sums due which are not paid on the due date may incur interest from day to day at the rate equal to 8% per annum above the European Central Bank base rate, in line with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

If Ibec staff or contractors are required to discharge out-of-pocket expenses in delivering membership services then those additional expenses will be charged to members as may be agreed with the member from time to time. In the absence of any express agreement, the member hereby agrees to pay all reasonable expenses incurred by Ibec or its employees or contractors in carrying out such services on the member's behalf.

## **7. DUTIES OF CARE AND CO-OPERATION**

Ibec will provide membership services with reasonable skill and care. Unless expressly agreed in writing no further conditions, warranties or representations are given by Ibec in relation to the services and any such terms are excluded to the fullest extent permitted by law.

In order to enable Ibec to provide membership services, the member hereby agrees that together with its employees and agents, it will at all times:

- a) provide Ibec with complete, accurate and timely information, data and documents which may be reasonably requested by Ibec from time to time; and
- b) co-operate fully with Ibec in the provision of the services and permit Ibec to provide the services free of obstruction and interference.

Where the member provides Ibec with any material, it warrants that such material will not infringe the intellectual property rights or any other rights of any third party.

Ibec reserves the right to amend, withdraw or add any service provided under these terms and conditions, including without limitation the provisions of any third-party services provided under Clause 10, and such amendment shall not give rise to any liability for refund of any membership fees paid.

## **8. PERSONAL & NON-TRANSFERABLE**

Membership services are provided to members only, and not for any other external or third party whether connected or not to a member. Ibec will not be obliged to provide services to any third party nor will Ibec accept any liability or duty of care to any third party whatsoever. It is a condition of membership that members do not forward membership material to non-members. Failure to honour this condition will be grounds for termination of membership.

Membership is not transferable or assignable to any third party.

## **9. POLICY, REPRESENTATION AND PUBLICATIONS**

Ibec will use reasonable endeavours to represent the interests of its members generally and through specific working groups and trade associations. No liability is accepted for such representation or for any policy position adopted by Ibec.

Ibec provides briefings, guides, information, blogs, website, surveys, guidance notes, briefings and newsletters as part of various services provided. Ibec will use reasonable endeavours to ensure that the information contained in these publications is accurate at the time of publication but Ibec does not provide any guarantee or warranty to that effect.

## **10. THIRD PARTY SERVICES**

Ibec may from time to time select various Sponsors/Partners who agree to provide other services and products for its members. These may be offered through individual sector trade associations.

Ibec agrees that it will select Sponsors/Partners in good faith for the benefit of its members and Ibec shall be entitled to take commission from its Sponsors/Partners in relation to products or services sold to its members.

In circumstances where Ibec takes commission this will be disclosed

If a member decides to purchase a product or service offered by a Sponsor/Partner then the agreement for the provision of that product or service will be between the member and the Sponsor/Partner only and Ibec does not act as an agent for such Sponsors/Partners. Membership of Ibec does not guarantee that any Sponsors/Partners will accept an application from a member for the provision of a product or service. Ibec offers no guarantee or assurance that the product or service will be suitable for the members requirements or that it will be delivered as agreed and Ibec shall have no liability whatsoever for any failure or default on the part of the Sponsor/Partner.

Please note that the products/services offered are usually unique to Ibec members and that if membership with Ibec is terminated for any reason access to that product/service may be terminated. Ibec will not be liable for termination of access to same.

#### **11. STAFF AND CONTRACTORS**

Ibec shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. Ibec shall have discretion as to which of its employees or self-employed agents, contractors or associates are assigned to perform the services.

#### **12. LIABILITY**

Ibec will not be liable to members, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of reputation, goodwill or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, whether caused by Ibec's negligence, the negligence of its employees or agents or otherwise.

Ibec's aggregate liability including the liability of its agents, subcontractors and employees whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for all claims in respect of any services provided to a member by Ibec or otherwise arising under or in connection with these terms and conditions shall be limited to the lesser of:

- (i) the annual membership fee payable by the member; or
- (ii) €10,000.

Nothing in these terms will limit or exclude Ibec's liability for death or personal injury arising as a result of Ibec's negligence.

Whilst every reasonable effort is made to ensure the accuracy of any materials provided by Ibec, Ibec does not accept liability for errors and omissions within such materials.

#### **13. INTELLECTUAL PROPERTY**

All intellectual property rights of any nature (including copyright) created or provided by Ibec or its employees or agents shall be and remain the property of Ibec and any such materials shall be licensed and distributed to members for their internal use only.

Except as expressly stated otherwise, these terms and conditions do not grant members any rights to, or in, any intellectual property rights (whether registered or unregistered) owned by or licensed to Ibec.

#### **14. CONFIDENTIALITY**

Confidentiality of advices given to individual members is important to Ibec and members are required to maintain that confidentiality as a condition of membership.

Members will not, without the prior written consent of Ibec, use, copy, adapt, alter or part with possession of any information to any third party and/or advices provided to it by reason of their membership of Ibec which is disclosed or otherwise comes into its possession under or in relation to their Ibec membership and which is of a confidential or proprietary nature.

This obligation will not apply to information which the recipient can show was in its possession at the date it was received or obtained or which the recipient obtains from some other person entitled to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or subcontractors who need to know such information or where the other party has consented to such disclosure. Where a party discloses any confidential information to a third party in compliance with this Clause 14, it shall ensure that such third party is aware of the confidential nature of the information before it is disclosed and it shall procure that such third party will comply with the confidentiality obligations contained herein.

Ibec shall be entitled to use any member's information in its general reports or for the purpose of collating information about its members and employers generally, provided that Ibec shall obtain the member's consent before publishing any member name or information which allows the member to be specifically identified.

#### **15. DATA PROTECTION**

Ibec will collect data from members in a number of ways namely:

- (a) When joining Ibec, members will be asked to give key contact details and email addresses. These contact details may be used by Ibec to communicate with the member and may be updated at any time by the member giving written notification (which may include self populating information where the option is given on an Ibec website), to Ibec of any changes. Members should update their contact details at least annually and any contact details provided must be corporate contact details rather than contact details used by an individual outside of the course of the member's business.
- (b) As part of using certain services, members may give Ibec personal data relating to its directors and/or personnel. Such data may include commercially sensitive or confidential information.

Ibec will process this information in accordance with its data protection obligations imposed on it as a data controller and/or a data processor (as applicable). A link to the Ibec Privacy Statement is contained [here](#).

By providing personal data relating to directors, personnel or agents to Ibec, the member confirms that it is entitled to disclose that data to Ibec in the manner set out under the Data Protection Acts 1988 and 2003 and any other law that succeeds or replaces such legislation,

including but not limited to the General Data Protection Regulation, and that Ibec is entitled to process such data for membership purposes and in order to provide the membership services.

## **16. CANCELLATION OF MEMBERSHIP**

Either party (i.e. the member or Ibec) may terminate these terms and conditions upon notice in writing if:

- a) the other is in breach of any material obligation contained in these terms and conditions, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other party so to do; or
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or a voluntary arrangement is approved, a bankruptcy (in the case of an individual) or a receiver or examiner is appointed over any of the other party's assets / undertaking or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle a Court or a creditor to appoint a receiver or examiner or to present a winding-up petition or make a winding-up order in respect of the other party (in the case of a company).

Any termination of these terms and conditions (howsoever arising) shall not affect any accrued rights or liabilities of either Ibec or the member nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Membership can be cancelled by sending a letter of termination to accounts at Ibec (Dublin Office) or email [accounts@ibec.ie](mailto:accounts@ibec.ie).

Where membership is terminated for any reason, membership fees paid for the current membership year are non-refundable. Any outstanding annual fees must be paid to Ibec in accordance with the payment options set out in Clause 6.

Ibec may terminate membership for failure to pay membership fees. In addition, during any period in which member payments, whether for any services, are overdue, Ibec may suspend all or part of the provision of any services to the member in question.

If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Rules of the Confederation, the provisions of the Rules of the Confederation shall prevail.

## **17. NOTICES**

Any notice or other communication required to be given to a party under or in connection with these terms and conditions shall be in writing and, save as otherwise specified in these terms and conditions, shall be delivered by email only to the address set out below:

- (a) in the case of the member, to the email address of the main contact as provided on the membership application form;
- (b) in the case of Ibec, to [info@ibec.ie](mailto:info@ibec.ie)

Any notice or communication shall be deemed to have been received the first working day after the time of transmission.

The member shall promptly notify Ibec of any change to the member's email address for notice.

## **18. GENERAL**

Each of the parties warrants its authority to enter into these terms and conditions and has obtained all necessary approvals to do so.

These terms and conditions constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about these terms and conditions was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

Neither party shall be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations in relation to these terms, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest.

The parties agree that these terms are fair and reasonable in all circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

Both parties agree that these terms shall not be enforceable by any person who is not party to these terms and conditions.

No failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **19. GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by the laws of Ireland and the parties shall submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with these terms and conditions.