

SFA Membership Contract

SFA membership is conditional on acceptance of the terms and conditions set out in this agreement and as agreed by, and upon payment, of the SFA subscription.

The SFA is a trade association of Ibec and so members of SFA are members of Ibec clg, a company limited by guarantee and the Irish Business and Employers Confederation, a registered trade union.

This membership contract sets out what you can expect from SFA/Ibec and the conditions under which services are offered to members.

SFA Rules

By subscribing to the SFA, members hereby agree to observe the Ibec Rules which may be [accessed here](#).

Commencement of membership

- a) **Start date:** Membership of SFA/Ibec shall commence on the date of receipt of payment of the appropriate subscription rate.
- b) SFA/Ibec operate an annual subscription from January to December
- 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.

Refusal/Revocation of Membership

Please note that the SFA may refuse membership for any justifiable reason. Membership is subject to continued payment of member subscription fees. SFA membership may be revoked for failure to pay membership/subscription fees and that membership is not transferable.

Varying Membership terms

These terms and conditions may be varied by Ibec in accordance with the Ibec Rules 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 send a revised copy of the terms to members by email. If a member does not accept the revised terms and notifies SFA/Ibec accordingly, then the existing terms will apply up to the next renewal date or the date of termination of its membership (if earlier). If a member renews its membership after SFA/Ibec have notified it of changes then the member will be deemed to have accepted the revised terms in full.

Minimum subscription basis, term, rate and review

SFA membership fees are based on a company's total headcount of the latest financial year. Members have an obligation to provide the SFA with details of their total headcount information as applicable and on request.

All membership fees are payable annually in advance. Fees are reviewed annually.

The SFA reserves the right to revise your annual subscription as appropriate if there is, in its reasonable opinion, excessive usage of the membership services.

Membership of the SFA is subject to a minimum term of at least 12 calendar months.

The SFA/Ibec 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 member

companies appointed by members at the AGM. Any changes to fees are subject to approval by the Ibec National Council.

Subscription payment

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

Comprehensive services 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

SFA/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
 - iv. credit card payment – please contact the Accounts Department to enable payment processes.

All membership subscriptions, 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% (from July 2017) in line with the late payments legislation) per annum above the Central Bank base rate.

If SFA/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 from time to time. In the absence of any express agreement the member hereby agrees to pay all reasonable expenses incurred by SFA/Ibec or its employees or contractors in carrying out such services on the members behalf.

Duties of Care and Co-operation

SFA/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.

The services and the materials provided by the SFA/Ibec to the member under this Agreement will not infringe or violate any intellectual property rights or other right of any third party

Membership services are provided to Members only, and not for any other external or third party whether connected or not to a Member. The SFA will not be obliged to provide services to any third party nor will the SFA 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.

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

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

Policy, Representation and Publications

The SFA will use its best endeavours to represent the interests of its members generally and through specific working groups and trade associations. However, no liability is accepted by SFA for such representation or for any policy position adopted by the SFA.

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

Third Party Services

SFA may from time to time select various Sponsors/Partners who agree to provide other services and products for its members.

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

If a member decides to purchase a product 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. SFA/Ibec offer 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 SFA/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 SFA members and that if membership of the SFA is terminated for any reason access to that product/service may be terminated. The SFA will not be liable for termination of access to same.

Staff and Contractors

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

Liability and Insurance

SFA/Ibec will not be liable to members in any circumstances for any property or for any indirect or consequential loss or damage such as lost profit, lost opportunity, lost goodwill, lost bargain, lost reputation, loss of anticipated savings or lost data whether caused by SFA/Ibec's negligence, the negligence of their employees or agents or otherwise. SFA/Ibec's aggregate liability including the liability of their Sponsors/Partners, agents, subcontractors and employees in respect of any services provided to members by SFA/Ibec in connection with membership will be limited to the annual membership fee payable by the member or €10,000 (whichever is the higher amount).

Members accept that the limitations of SFA/Ibec's liability set out above are reasonable. Nothing in these terms will limit or exclude SFA/Ibec's liability for death or personal injury arising as a result of SFA/Ibec's negligence.

Intellectual Property

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

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.

SFA/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 SFA/Ibec shall obtain the members consent before publishing any member name or information which allows the member to be specifically identified.

Data Protection

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

1. When joining SFA/Ibec, members will be asked to give key contact details and email addresses. These contact details may be used by SFA/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 personal data.
2. As part of its service delivery members may give Ibec commercially sensitive or confidential information relating to it's business and/or employees.
3. The SFA may display your company and contact information in the SFA Member directory, member adverts and/or member spotlights section of the SFA website only where you have chosen to participate and consented to same.

SFA/Ibec is a data processor of the personal data submitted to it by members when requesting employer relations services, provision of Ibec training, trade association, lobbying, events or other SFA/Ibec services. SFA/Ibec is also the data processor where

dealing with member contact details provided to SFA/Ibec by the member. We service members as per member instructions, enquiries, advisory, and representation requirements.

SFA/Ibec will implement appropriate technical and organisational security measures to protect members personal data against accidental or unlawful destruction or loss, alteration, unauthorised disclosure or access. These measures may, depending on the nature of the data processing and the Ibec devices in use, include the encryption, anonymisation or pseudonymisation of personal data.

Staff protocols are in place to minimise any risk to personal data and to ensure appropriate staff measures to protect data privacy. In this way SFA/Ibec will insure that all persons authorised to process the member personal data do so with respect to that of privacy and confidentiality. These protocols include a Data Protection Policy, Data Retention Policy, Email Policy, IT Security Policy and Data Access Request Protocol together with access controls to member personal data including access controls to the physical space where data is manually stored.

The member hereby consents to the use by SFA/Ibec of subcontractors to assist in the provision of member services. Subcontractors will generally be used in the provision of SFA/Ibec training and events, however may occasionally also be used in the provision of lobbying and employer relations services. Members will be informed where SFA/Ibec uses a subcontractor and the subcontractor will be engaged only upon suitable written assurances from the subcontractors to the adequacy of their data privacy protection measures.

SFA/Ibec will notify, without delay, any member of a data breach impacting their data and will co- operate with the member or the supervisory authority, as required, in any investigation or assertion of individual privacy rights.

SFA/Ibec does not generally transfer member personal data outside of the EEA however where it proposes to do so will do so only with member consent and only where appropriate assurances as to the adequacy of data privacy protections are given in respect of such cross-border transfer.

A link to the SFA Privacy Statement can be [accessed here](#)

By providing personal data relating to members employees or agents or others associated with the member to SFA/Ibec, the member confirms that it is entitled to disclose that data to SFA/Ibec under Data Protection law and that it is necessary for Ibec to process such data in providing the contracted Ibec membership and membership services.

Cancellation of membership

Either Party (ie the member or SFA/Ibec) may terminate this Agreement upon notice in writing if:

- i. the other is in breach of any material obligation contained in this Agreement, 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
- ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an 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 the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

Any termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either SFA/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 SFA/Ibec (Dublin Office) or email accounts@ibec.ie. Membership fees paid for the current membership year are non-refundable. Any outstanding annual fees must be paid to Ibec by cheque, credit card or electronic transfer.

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

General

Each of the parties warrants its authority to enter into this agreement and has obtained all necessary approvals to do so.

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement 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 the 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.

Changes to the terms of services provided or to these terms and conditions may be posted from time to time on the SFA website at www.sfa.ie

If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected

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

Severance

If one or more clauses contained in these terms and conditions are found to be unenforceable or in any way unreasonable or invalid then SFA/Ibec will amend such provision, so that when amended it is valid and reasonable and poses no threat to the on-going validity of these terms and conditions.

Jurisdiction

This Agreement shall be governed by the laws of the Republic of Ireland.