

ISME Membership Contract

ISME Membership is conditional on acceptance of the terms and conditions set out in this agreement and as agreed by, and upon payment, of the ISME Membership subscription. This Membership contract sets out what you can expect from ISME and the conditions under which services are offered to Members.

ISME Terms and Conditions

By subscribing to ISME, Members hereby agree to observe the below Terms and Conditions of the Association.

Commencement of Membership

- a) ISME operates on an annual subscription basis
 - I. Upfront payment for 12 months -online, direct debit, electronic transfer or cheque
 - II. Annual membership paid in monthly instalments online by debit/credit card or Direct Debit
 - III. Annual membership can be paid in quarterly instalments by direct debit

- a) Start date: Membership of ISME shall commence on the date of receipt of payment of the appropriate subscription rate.
- b) 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 Association.
- c) Following the end of any term, the Agreement automatically renews for periods of twelve (12) months (each a “Renewal Term”), unless either party gives written notice of its intent to terminate or not renew, 30 days before the-current term expires.

Cancellation in writing can be sent by email to accounts@ismie.ie or by letter to the Accounts Department, ISME, 17 Kildare Street, Dublin 2., D02 P766. 30 days’ notice prior to renewal date must be given.

A renewal reminder will be sent by email 30 days in advance of the renewal date with details about the renewal price, payment method, and the date the renewal will take place.

e) Members will have access to a Client Portal where their payment details are stored by Stripe. ISME do not have access to payment details in this portal. Stripe’s privacy and data protection policy is available on <https://stripe.com/ie/privacy>

Member can amend their payment details anytime which will notify and notify Stripe. They can also amend their contact details and method of payment.

Refusal/Revocation of Membership

Please note that ISME may refuse Membership for any justifiable reason. Membership is subject to continued payment of Members subscription fees. ISME 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 ISME in accordance with the ISME rules from time to time. In the event of any such variation, ISME 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 ISME accordingly, then the existing terms will apply up to the next renewal date or the date of termination of Membership (if earlier). If a Member renews Membership after ISME has 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

- Membership fees are based on a company's total number of employees in respect of the latest financial year. Members have an obligation to provide ISME with their number of employees on request. The subscription paid is based on the number of employees where a full-time employee will count as one and two part-time employees will count as one. Fees are reviewed annually and ISME reserves the right to revise annual subscription as appropriate in accordance with the fair usage of the Membership Services facility. Excessive access to the Membership Service Facility may result in an upward adjustment to the Membership rate, to be agreed between the parties.
- Membership of ISME is subject to a minimum term of 12 calendar months.
- The Membership subscription rate is set annually by the National Council as the governing authority of ISME. 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 ISME National Council.

Subscription payment

- All fees and charges are quoted exclusive of VAT unless otherwise specified or the member enjoys a VAT free status. If a Member is recognised as a VAT free entity it must issue a formal confirmation of same by issuing a Form 56B to ISME's accounts team on an annual basis.
- ISME will invoice the Member by email each renewal date. The invoice is also available on the Member's Client Portal.

The method of payment of the subscription to ISME shall be by:

- i. credit/debit card payment online or by phone
- ii. direct debit payment online or in writing through a direct debit mandate form
- iii. electronic transfer to ISME's bank account:
Bank of Ireland, College Green, Dublin 2, Account Name: ISME Ltd, IBAN:
IE92 BOFI9000 17746235 50, BIC: BOFIE2D
- iv. bank draft to be sent Accounts, ISME, 17 Kildare Street, Dublin 2
- v. cheque to be sent to Accounts, ISME, 17 Kildare Street, Dublin 2

Online payment with a credit/debit card and by direct debit is through Stripe, who are the only party who manage and store payment details, their privacy and data protection policy is available on <https://stripe.com/ie/privacy>

All Membership subscription 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% in line with the late payments legislation) per

annum above the Central Bank base rate. Where Members request services beyond the scope of this standard Membership contract which require ISME staff or contractors to discharge out-of-pocket expenses in delivering those 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 ISME or its employees or contractors in carrying out such services on the Member's behalf.

Duties of Care and Co-operation

ISME will provide Membership services with reasonable skill and care. Unless expressly agreed in writing, no further conditions, warranties or representations are given by ISME 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 ISME 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. ISME will not be obliged to provide services to any third party nor will ISME 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 ISME to provide Membership services the Member hereby agrees that, together with its employees and agents, it will at all times:

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

Policy, Representation and Publications

ISME 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 for such representation or for any policy position adopted by ISME.

ISME provides various services including Training, Advice, ADVANTAGE Affinity Programme, events and networking, business development opportunities and access to guides, information, blogs, publications and reports in a dedicated Members area of the website. ISME will use reasonable endeavours to ensure that the information contained in these publications is accurate at the time of publication but ISME does not provide any guarantee or warranty to that effect.

Third Party Services

ISME may from time to time select partners who agree to provide other services and products to its Members. ISME agrees that it will select partners in good faith for the benefit of its Members and ISME may be entitled to take commission from these partners for products or services sold to its Members.

If a Member decides to purchase a product offered by a partner, then the agreement for the provision of that product or service will be between the Member and the partner only. ISME 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 ISME shall have no liability whatsoever for any failure or default on the part of the partner.

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

Staff and Contractors

ISME shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. ISME 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

ISME 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 ISME's negligence, the negligence of their employees or agents or otherwise.

ISME's aggregate liability including the liability of their sponsors, partners, agents, subcontractors and employees in respect of any services provided to Members by ISME in connection with Membership will be limited to the annual Membership fee payable by that Member.

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

Intellectual Property

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

Confidentiality

Confidentiality of advice given to individual Members is important to ISME and Members are required to maintain that confidentiality as a condition of Membership.

Members will not, without the prior written consent of ISME, 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 ISME which is disclosed or otherwise comes into its possession under or in relation to their ISME 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.

ISME shall be entitled to use Member's information in its general reports, or for the purpose of collating information about its Membership generally provided that ISME obtains consent from the Member before publishing any their name or information which allows the Member to be specifically identified.

Data Protection

ISME will collect data from Members in a number of ways as follows:

1. When joining ISME, Members will be asked to give key contact details. These details may be used by ISME 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 ISME website), to ISME of any changes. Members should update their contact details at least annually and any contact details provided must be business details rather than personal data.
2. As part of its service delivery, Members may give ISME commercially sensitive or confidential information relating to its business and/or employees.

ISME is a data processor of the personal data submitted to it by Members when requesting employer relations services, provision of ISME training, lobbying, events or other ISME services. ISME is also the data processor where dealing with Member contact details provided to ISME by the Member. We service Members as per Members' instructions, enquiries, advisory, and representation requirements.

ISME 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 ISME 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 ISME will ensure 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 ISME of subcontractors to assist in the provision of Member services. Subcontractors will generally be used in the provision of ISME training and events, however, may occasionally also be used in the provision of lobbying and employer relations services. Members will be informed when ISME 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.

ISME will notify, without delay, any Member of a data breach impacting their data and will cooperate with the Member or the supervisory authority, as required, in any investigation or assertion of individual privacy rights.

ISME 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 is given in respect of such cross-border transfer.

A link to the ISME Privacy Statement is contained here.

By providing personal data relating to Members employees, agents or others associated with the Member to ISME, the Member confirms that it is entitled to disclose that data to ISME under Data Protection Law and that it is necessary for ISME to process such data in providing the contracted ISME Membership and Membership services.

Full details on ISME's Privacy Policy including third parties used for payment is available on <https://isme.ie/privacy/>

Cancellation of Membership

Either Party (i.e. the Member or ISME) 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 ISME 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.

At a Member's request, ISME will either return or destroy any Member personal data at the end of the Member relationship except as required otherwise by law.

Membership can be cancelled in writing only by letter to the Accounts Department at ISME 17 Kildare Street, Dublin 2, or by email accounts@isme.ie. 30 days' notice prior to renewal date must be given. Membership fees paid for the current Membership year are non-refundable. Any outstanding annual fees must be paid to ISME by direct debit, cheque, credit card or electronic transfer.

ISME may terminate Membership for failure to pay the subscription fee. In addition, during any period in which Member payments, whether for Membership or other services, are overdue,

ISME 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.

Changes to the terms of services provided or to these terms and conditions will be posted on ISME's website at www.isme.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 ISME 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 Ireland.