



Membership

Terms and Conditions

1 General

- 1.1 The Association of Compliance Officers in Ireland (the “ACOI”, “we” or “our”) is a company limited by guarantee, registered under Part 18 of the Companies Act 2014, and does not have a share capital. It trades as ACOI. It is a not-for-profit organisation.
- 1.2 ACOI is governed by a board of directors known as the Council. The President, who chairs Council, and Deputy President ex officio, and independent Council members are elected at ACOI’s annual general meeting. Individual members of ACOI appoint and elect members to the Council.

2 ACOI Membership Rules

- 2.1 By becoming a Member of ACOI, you agree to be bound by the ACOI Constitution (“**Membership Rules**”). You can read and print a copy of these at <https://www.acoi.ie/about-us/>
- 2.2 Please read these terms and conditions and the Membership Rules carefully before applying to become a member of ACOI. In consideration of us accepting your application to become an ACOI member, you agree to be bound by these terms and conditions. Your attention is particularly drawn to the limitations and exclusions of liability set out in these terms and conditions.
- 2.3 If there is any inconsistency between any of the provisions of these terms and conditions and the provisions of the Membership Rules, the provisions of the Membership Rules shall prevail.

3 Term of Membership and Fees

- 3.1 Your annual membership fee comprises the subscription fee and the designation fee, if applicable (the “**Membership Fee**”). The subscription fee is applicable upon joining. Your Membership Fee will depend on your membership level (see section 4.2).
- 3.2 The membership subscription year runs from 1 August to 31 July. Therefore, when you become an ACOI member, a subscription fee is applicable relating to the current membership subscription. If you join at any stage other than the commencement of the

membership subscription year, the subscription fee will be calculated at a pro-rated amount accordingly.

- 3.3 Your Membership Fee for the following and subsequent years, will then become due on 1 August. Payment of the Membership Fee can be made through the ACOI website. Payment is accepted by EFT and cheque.
- 3.4 In limited circumstances, if members cannot make payment via these options, we will try to assist members by taking payment over the phone.
- 3.5 We reserve the right to increase the price of Membership Fee from time to time and any such amendments will be on the membership pages of our website. If you are a current member, you will be informed of any fee increase in your renewal notice. If we discover an error in the price of your membership, we will inform you as soon as possible.
- 3.6 Fees quoted are for individual membership only.

4 The individual membership contract

- 4.1 To become an ACOI member, follow the instructions on the membership pages of the website.
- 4.2 The following levels of membership are available: affiliate membership, ordinary membership, designatory membership and honorary fellowship.
- 4.3 When you submit your online application by completing the online application for via the website, you are making an offer to subscribe to ACOI, which, if accepted by us, will result in you becoming a member.
- 4.4 At the point of renewal of your individual membership, your renewal payment is confirmation of the continued acceptance of this contract.
- 4.5 You may not transfer any of your rights and obligations under these terms and conditions to another person.
- 4.6 If you are already a member and wish to renew your membership, please log onto the members' area of our website and follow the instructions on how to renew. Do not complete the application form again as this might result in a duplicate membership record being created.
- 4.7 If your individual membership has lapsed for a period of two or more years, you will be required to complete a new membership application form (ensure you quote you lapsed membership number in the form to ensure a duplicate membership record is not created). It is not possible to reinstate lapsed memberships online. Please contact us at info@acoi.ie or by post to the CEO of ACOI.

5 **Cooling off**

You have 14 days cooling off period from the date of confirmation of your membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by contacting us at info@acoi.ie or by post to the CEO of ACOI.

6 **Professional Development and Conduct**

6.1 If you are a member who has completed one of our recognised academic qualifications with one of our academic partners, including the Institute of Banking or DCU, you may be eligible to take-up industry recognised professional designation offered by the ACOI.

6.2 By proceeding with a designation, you are confirming that you will be committed to developing your competencies while contributing to the professionalism of the sector. Specifically you are agreeing to abide by the relevant designations Guidelines and Regulations which are available at www.acoi.ie Failure to adhere to the policy may result in the termination of your designation..

7 **Member's obligations**

7.1 As an ACOI member you agree that:

7.1.1 your performance pursuant to these terms and conditions does not and will not conflict with or breach any constitutional document, agreement or applicable laws to which you are subject and by which you are bound; and

7.1.2 all the information which you submit to us is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third party rights.

8 **Refusal / revocation of membership**

8.1 Please note that ACOI may refuse membership to any member based on the Membership Rules and any membership criteria that may be determined from time to time by ACOI, acting at its sole discretion.

8.2 Membership is subject to continued payment of the membership fees. ACOI membership may be revoked for failure to pay membership fees or for non-compliance with the Membership Rules.

9 **Events**

9.1 Members may be invited to events organised by us or our partners, to enable ACOI members to gain information in relation to certain services and products and make the best use of networking opportunities.

9.2 If you have paid us to attend such an event, and wish to cancel, you must inform us 14 days or more before the event to get a refund of the relevant fees paid. Cancellations after that date will not be refunded, although substitute attendees can be proposed at any time by contacting us at info@acoi.ie or by post to the CEO of ACOI.

10 **Intellectual Property Rights**

All intellectual property rights of any nature in any creation, discovery or other materials (including copyright) owned or licenced by ACOI, its employees, suppliers or agents shall be and remain the property of ACOI and/or its suppliers and any such materials may be licensed and distributed to members on a non-exclusive and revocable basis for their personal use only or for the purposes specified by the ACOI from time to time.

11 **Confidentiality**

11.1 Members will not without the prior written consent of ACOI, 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 ACOI which is disclosed or otherwise comes into its possession under or in relation to their ACOI membership and which is of a confidential or proprietary nature.

11.2 The obligation of confidentiality will not apply to information which the member can demonstrate was in the possession at the date it was received or obtained or which the member 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 member or which is independently developed by or for the member.

12 **Cancellation of membership**

12.1 ACOI may terminate the membership in accordance with article 6 of the Constitution.

12.2 If you wish to cancel your membership of ACOI, please inform us of your intention to cancel in writing by post to: Membership Services, The Association of Compliance Officers in Ireland, Lower Ground Floor, 5 Fitzwilliam Square, Dublin 2 or by email to: info@acoi.ie in advance of the following membership year or you may incur membership subscription fees for that year.

13 **Right to refuse applications**

13.1 We reserve the right not to fulfil, or to cancel, your membership application if we are unable to obtain payment authorisation from the issuer of your credit/debit card or payment by other means.

13.2 If your membership application is accepted, but we subsequently discover that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership with immediate effect.

14 **Liability**

14.1 Nothing in these terms or conditions shall exclude or limit our liability for death or personal injury caused by its negligence, or any person's liability for fraud.

14.2 Subject to the above, neither we nor any of our agents, licensors or delegates or our or their directors, officers or employees will be liable for any losses incurred or suffered by you directly or indirectly in connection with:

14.2.1 materials provided to or by or on behalf of us being inaccurate or corrupted;

14.2.2 you being unable for whatever reason to access or use our website or our services;

14.2.3 benefits, goods or services provided by an external provider/third-party; or

14.2.4 any acts or omissions by you, any other members, or your or their personnel.

14.3 Further, neither we nor any of our agents, licensors or delegates or its or their directors, officers, or employees will be liable to any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

14.4 Our total aggregate liability to you for all losses arising out of or in connection with these terms and conditions (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any membership fees received from you in the preceding 12 months.

14.5 Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

14.6 These terms and conditions do not and shall not affect your statutory rights as a consumer.

15 **Notices**

15.1 A valid e-mail address is a requirement of membership of ACOI, as this is our primary means of corresponding with you.

15.2 Any notice or other communication required to be given to ACOI 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 ACOI Lower Ground Floor, 5 Fitzwilliam Square, Dublin 2 or by email to info@acoi.ie.

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

16 Varying Membership Terms and Conditions

16.1 These terms and conditions may be varied by ACOI in accordance with the Membership Rules as applicable from time to time. In the event of any such variation, ACOI will post a new copy of the terms to its website and will (where required under applicable law) issue a revised copy of the terms to members by email, in the case of substantive amendments to the Membership Terms and Conditions.

16.2 If a member does not accept the revised terms its membership will be cancelled immediately.

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

17 Updates to your information

17.1 In order for us to communicate with you effectively it is your responsibility to ensure that your personal information is up to date with us at all times. In particular, your email address and mobile phone number.

17.2 You can update your personal information in one of the following ways:

17.2.1 online at www.acoi.ie and logging on to the members section; and

17.2.2 notify the ACOI by emailing the change to: info@acoi.ie.

17.3 Please also refer to our Privacy Statement available on our website for information on how we collect and process your personal information.

18 Governing Law and Jurisdiction

These terms and conditions are 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.

18 May 2018