

## **General Terms and Conditions of membership of the Irish Centre for European Law**

These terms and conditions (the “**Terms**”) govern your membership of the Irish Centre for European Law (the “**Centre**”).

Please read through this document carefully. Only indicate your acceptance of the Terms if you agree to respect and be bound by them.

### **I. The Centre**

#### **A. *About the Centre***

1. The Centre is an educational charity that seeks to promote knowledge, understanding and the good practice of EU law and European Human Rights Law.
2. The Centre is based in Trinity College, Dublin and run in association with the School of Law.
3. The Centre is a neutral body with a purely educational objective. It is operated on a not-for-profit basis.
4. The Centre produces conferences, seminars, courses and publications of quality in specialised fields of European law.

### **II. membership**

#### **A. *Benefits of membership***

1. Membership of the Centre is open to all individuals, associations and bodies corporate that have an interest in furthering their knowledge and keeping updated in developments in EU law and European Human Rights Law.

2. Members of the Centre benefit from discounted registration rates to lectures, seminars and training events organised by the Centre. Where applicable, members may obtain discounts to events that are co-hosted by the Centre with third parties. Where applicable, members may be invited to ‘members only’ events and briefings, or events that are free of charge to members.
3. Members benefit from advance notice of the Centre’s events and priority booking for events run by the Centre.
4. Members of the Centre benefit from discounted rates in respect of the Centre’s publications and conference papers.
5. Unless the Centre receives instructions to the contrary, members’ names will be listed on the Centre’s website and may be included in any membership Directory published by the Centre. The Centre shall, upon request of a member remove that member’s names from the Centre’s website.
6. The Centre may confer additional benefits to members as may be determined from time to time by the Centre.

#### **B. *Subscription and Payment***

1. An individual or entity is deemed to be a member of the Centre upon receipt by the Centre of his or her or its annual subscription.
2. Subject to Clause B3, the Subscription Year runs in accordance with the calendar year (January to December). Membership subscriptions of all members automatically expire on 31 December each year. The

annual amount is due on the 1<sup>st</sup> of January each year.

3. The defined term of a subscription year may, however, be subject to change by resolution of the Board, however, such change will only apply prospectively and shall not affect membership entered into in accordance with the present Terms. Categories of membership, and the annual subscription fee for each category of member, will be fixed and may from time to time be varied by the Centre.

### ***B. Arrears of Payments***

1. A member who has failed to pay any subscription or fee due by him to the Centre within three calendar months after the date fixed for the payment thereof, shall not be entitled to exercise any privilege of membership (including, but without limitation, discount or free entry to events, discounts on publications, access to the members' area of the website) or voting rights while such amount remains unpaid.
2. Any member who has failed to pay any amount due to the Centre in respect of subscription or fees for a period of at least eleven calendar months after the renewal date fixed by the Centre (1<sup>st</sup> of January each year) shall cease to be a member.

### ***C. Cancellation of membership***

1. Notice of cancellation of subscription must be made in writing no less than one calendar month before the expiration of the current subscription year. In default of such notice, the member shall be and remain liable to the Centre for his subscription for the next ensuing year.

2. Any member may be removed from membership of the Centre by a resolution of the members in a general meeting passed by a majority of not less than two-thirds of those present and voting at the meeting. Such a meeting may only be convened with not less than fourteen days notice to the member concerned as well as to all the members of the Centre. The notice shall specify the intention to propose such resolution and the grounds for proposing that resolution. At the meeting, the member concerned will be afforded an opportunity to be heard in person on his own behalf.

3. Cancellation of membership (whether by resignation, removal, consequence of non-payment of any fee or otherwise) shall not in any way affect the liability of such member to pay all sums due by him to the Centre at the date of such cancellation of membership.

## **III. The Centre's Website and Online Resources**

### ***A. The Centre's website***

1. While the Centre has made every attempt to ensure that the information contained on its website ([www.icel.ie](http://www.icel.ie)) has been obtained from reliable sources, the Centre is not responsible for any errors or omissions, or for the results obtained from the use of this information.

2. The website may contain technical inaccuracies and typographical errors. The information may be updated from time to time and may at times be out of date. The Centre accepts no responsibility for errors on the website and in particular, without limitation, for keeping information up to date or liability for any failure to do so.

3. **All the information provided on the site is provided “as is”, with no guarantee of completeness, accuracy, timeliness or of any results that may be obtained from the use of this information. The Centre makes no warranty of any kind, express or implied, including, regarding the accuracy or fitness for purpose of any material on the website or the reliability of access to the website.**
4. The material contained on the Centre’s website is for information purposes only. It does not constitute advice. Consequently, you should not rely on any material in the website to make, or refrain from making any decision, nor take or refrain from taking any action.
5. In no event will the Centre accept liability of any description, including liability for negligence, for any damages or losses whatsoever (including, without limitation, loss of business, revenue, profits, or consequential loss) resulting from the use or your inability to use the Centre’s website.
6. In no event will the Centre, its related partnerships, agents or employees be liable to you or anyone else for any decision made or action taken in reliance on the information published on the website or for any consequential damages, even if advised of the possibility of such damages.
7. Certain links in the website connect to other websites maintained by third parties over which the Centre has no control. **The Centre makes no representation as to the accuracy or any other aspect of information contained in other websites.**

*D. Permitted access and use Conference Papers and the Online Document Archive*

8. Unless otherwise specified, the copyright in the contents of all the pages on the website, including (but without limitation) documents, lecture papers, posted on the website is either owned or licensed to the Centre.
9. As a neutral and educational charity, the Centre has no opinion on matters of EU policy. Any opinions expressed in documents published on the website are solely the opinions of the individual authors, lecturers, speakers and contributors. They do not in any event represent the views of the Centre.
10. Members are permitted to access the members’ Area of the site and download materials for their own use. The contents (including any part of the contents) may not, however, be republished in whole or in any part either on another website or in any other medium (print, electronic or otherwise) or as part of any commercial service.
11. All and any documents of the Centre published and distributed by the Centre in connection with the Centre’s educational activities, distributed to members in hard copy or available and accessed electronically, including, but without limitation, all articles, slides, conference papers, briefing notes, (the ‘**Centre’s Documents**’) must be used in compliance with applicable intellectual property and copyright law. The Centre Documents, including any information gained through the Centre’s Documents, used in connection with members’ professional or personal activities, including, but without limitation, lecturing, research, publication, must be fully referenced and properly attributed. This entails an express reference both to the individual contributor and to the

Centre as a source of that Document (whether by way of a Conference, Publication or Website resource).

#### ***E. Prohibited conduct***

1. The Centre, as a neutral body with a purely educational objective, expresses no views on matters of EU and European Human Rights policy. For the avoidance of doubt, members in their capacity of members, have no authority and may not make statements by any means which would purport to confer or express views or opinions of the Centre. Members have no authority or capacity to enter the Company into any agreements or transactions third parties. Breach of this clause may constitute grounds for sanction or removal from membership in accordance with clause C.2 of these Terms.

#### **IV. Data Protection**

1. The Centre only collects and stores the data necessary for the purposes indicated when the data subject submits the relevant data to the Centre, in particular, for:
  - Registration for conferences and payment
  - Inclusion on the list of participants at the Centre's events
  - Inclusion in the Membership Directory or the Web-sites Membership Listing
  - Distribution of information about future events/initiatives
  - Distribution of publications
2. Data collected for these purposes will be controlled by the Centre but may be processed by a third party contractually engaged by the Centre.
3. The data subject has a right to know whether his/her data is being processed and to require

the Centre to change, rectify, erase or block his/her data.

#### **V. Final Legal Provisions**

1. Should individual provisions of these Terms be invalid, this shall have no effect on the validity of the remaining provisions.
2. These Terms supplement, but are without prejudice, to entitlements of members applicable under the Companies Acts and the Centre's Memorandum of Association dated 13 May 1988 as amended by resolution dated 28 July 2008.
3. The Courts of Ireland shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with the activities of the Centre and these Terms. Membership of the Centre and these Terms are subject only to the laws of Ireland.