



Letsbuyhealthcare

## Terms and Conditions of Website Use

Each time you access the Letsbuyhealthcare web site you confirm you have read and agree to these terms and conditions and the disclaimers set out below (Terms and Conditions of Use) and that you accept and agree to abide by them at all times. If you do not agree to these Terms and Conditions of Use you should not use this web site.

By using this web site you agree to be legally bound by these Terms and Conditions of Use just as if you had signed them.

These Terms and Conditions of Use set out the terms between you and us under which you may access our web site: [www.letsbuyhealthcare.com](http://www.letsbuyhealthcare.com)

These Terms and Conditions of Use and our Privacy Statement apply to all users of, and visitors to, our web site.

Letsbuyhealthcare may from time to time amend, update or change the web site including these Terms and Conditions of Use without prior notice. You should periodically check the page containing the Terms and Conditions of Use for changes.

These are the current Terms and Conditions of Use and replace any other terms and conditions of use previously published for this website.

Letsbuyhealthcare has taken all reasonable care in producing this website but cannot guarantee it has all the information you need to answer all your questions. Further information about healthcare providers can be obtained by contacting the provider directly. All healthcare offer details, rates, terms, conditions and other information may be subject to change at any time without notice.

The information on this website is not intended to be healthcare advice or any other type of advice or service recommendation.

In providing the information on this website Letsbuyhealthcare has not taken your financial circumstances, needs and objectives into account. You

should consider these matters and make your own mind up as to whether any offer is suitable for you before making any decisions.

Letsbuyhealthcare earns a commission or fee from a healthcare provider when customers take up the offer advertised by a hospital provider on the Letsbuyhealthcare website. It is a decision of the healthcare provider as to whether, or not, some or all of that commission is included as a cost when calculating treatment price(s) offered to consumers

### **Access to the web site**

Your access and use of the web site is conditional on you not breaching these Terms and Conditions of Use. You are responsible for maintaining the confidentiality of any user name and password and to ensure that there is no improper use of information made available on the web site. We may immediately terminate your access to the web site, without notice, if you breach these Terms and Conditions of Use.

### **Prohibited Uses**

You may use our web site only for lawful purposes. You may not use our web site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To harvest or otherwise gather or collect information about others, including e-mail addresses, without their express consent;
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our web site in contravention of the provisions of our Terms and Conditions of Use.

- Not to access without authority, interfere with, damage or disrupt: any part of our web site; any equipment or network on which our web site is stored; any software used in the provision of our web site; or any equipment or network or software owned or used by any third party.

### **Interactive Services**

We may from time to time provide interactive services on our web site, including, without limitation:

- Chat rooms
- Bulletin boards
- Community forum
- News article comments
- Campaign comments
- Web chats
- Polls
- Other digital campaign tools

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our web site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our web site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **Content Standards**

These content standards apply to any, and all, material which you contribute to our web site (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the Republic of Ireland and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person. Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these Terms and Conditions of Use through your use of our web site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms and Conditions of Use constitutes a material breach of the use of our website and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our web site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our web site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

We exclude liability for actions taken in response to breaches of these Terms and Conditions of Use. The responses described in these Terms and Conditions of Use are not limited, and we may take any other action we reasonably deem appropriate.

### **Copyright**

The website and all works contained in it are Letsbuyhealthcare intellectual property and subject to copyright.

By posting any content on the website (including any photographs) you agree to and hereby grant, represent and warrant that you have the right to grant and in fact grant Letsbuyhealthcare, its contractors, and the users of the website an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide licence to use, copy, publicly perform, digitally perform, publicly display and distribute such content and to prepare derivative works of, or incorporate into other works, such posted content. This license is non-exclusive, except you agree that we shall have the exclusive right to enjoy this license to the extent of combining your content with the posted content of others for the purposes of our website.

Other than for the purposes of and subject to the conditions prescribed under the Copyright and Related Rights Act 2000 (as amended) and any similar statutes that apply in your location, you may not, in any form or by any means: adapt, reproduce, broadcast, decompile, disassemble, copy, store, distribute, transmit, print, modify, perform, publish or create derivative works from any part of this web site; or put to commercial use any information, products or services obtained from any part of this web

site, other than for the purposes of acting for Letsbuyhealthcare or without Letsbuyhealthcare's prior written consent.

### **Framing and Linking to the Web site**

Linking to the website will only be permitted with the express prior written consent of Letsbuyhealthcare

Letsbuyhealthcare is not responsible for the content of any other website accessed via the Letsbuyhealthcare website. Any links to other websites are provided for convenience only and do not represent any endorsement by Letsbuyhealthcare of the products or services offered by the website owner.

### **Interference**

Letsbuyhealthcare is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the web site or a linked web site. You must take your own precautions to ensure that whatever you select for your use from the web site is free of errors, viruses or anything else (such as 'worms' or 'Trojan horses') that may interfere with or damage the operations of your computer systems.

### **Indemnification and Limitation of Liability**

You agree to fully indemnify and hold Letsbuyhealthcare harmless from any claim, cost, demand or damage (including legal costs on a full indemnity basis) incurred or which may be incurred arising from a breach by you of these Terms and Conditions of Use including the improper use of the web site by you or anyone who gains authorised or unauthorised access from you. You expressly understand and agree that (to the fullest extent permitted by law) we shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from your use of, or the inability to use, the web site.

### **Disclaimers**

We will attempt to keep the information contained on or accessible through this web site timely and accurate, but make no guarantees, and disclaim any implied warranty or representation, about its accuracy, relevance, timeliness, completeness, or appropriateness for any particular purpose.

We disclaim all express or implied representations or warranties regarding the information, products, services, and any other resources available on or accessible through this web site, including (without limitation) any implied warranties. All such information, services and other resources are made available “as is” and “as available” without a warranty of any kind.

We disclaim all responsibility and liability of any description, including without limitation liability for negligence, incidental or consequential damages and/or loss suffered by any person acting or refraining from action as a result of or in connection with material on this web site, to include any reliance placed by such person on such material, or the viewing or use or performance of this web site.

You may decide to access third party healthcare providers as a result of using this web site. The services of those healthcare providers are not provided by Letsbuyhealthcare but are instead provided by third parties over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any treatment, test, consultation, advice or healthcare service before doing so.

We are not responsible or liable for any loss or damage you may suffer or incur in connection with any service or healthcare you receive after using this web site or for any acts, omissions, errors or defaults of any third party in connection with that service.

If you apply for and obtain any product or service, you will be contracting with a third party healthcare provider who will be providing that service to you on their own terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that service. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into by you with any third party in relation to any service or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.

Your use of any third party website will be governed by the terms and conditions of use and privacy statement applicable to that website. Such terms and conditions of use and privacy statement will be different from these Terms and Conditions of Use and our Privacy Statement. It is your responsibility to ensure that you understand and agree with the terms and conditions of use and privacy statement of any third party website before using that website. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions of use or the privacy statement applying to any third party website or for any acts,

omissions, errors or defaults of any third party in connection with those terms and conditions of use and/or privacy statement.

### **Governing Law**

The laws of Republic of Ireland govern these Terms and Conditions of Use, and you agree to submit to the non-exclusive jurisdiction of its courts in relation to any matters concerning these Terms and Conditions of Use.

### **Privacy Statement**

The [Letsbuyhealthcare Privacy Statement](#) sets out how Letsbuyhealthcare will use your information and can be found here. By using our website, registering your interest with Letsbuyhealthcare or contacting Letsbuyhealthcare you consent to Letsbuyhealthcare handling and processing your information as described in the Privacy Statement. Our Privacy Statement is deemed to be incorporated into and form part of our Terms and Conditions of Use.

These Terms and Conditions of Use were last updated on 3 October 2020



**INDUSTRIAL & PROVIDENT SOCIETIES ACTS 1893 – 2014**

**RULES OF**

**LETSBUYHEALTHCARE CO-OPERATIVE SOCIETY LIMITED**

**1. INTERPRETATION & GENERAL QUALIFICATION**

In construing these Rules, the following words and expressions shall have respectively, the meanings herein stated, provided that such meaning does not conflict with the subject matter of the Rule or the context:

- (a) "The Society" shall mean the Society to which these Rules refer;
- (b) The "First Members" shall mean the signatories to the original application for registration of the Society;
- (c) "Member" shall mean an individual or a society or company or other organisation duly admitted to membership of the Society and holding the requisite number of shares;
- (d) "Founding Member" shall mean an individual who is a First Member;
- (e) Words importing the singular or plural number shall include the plural and singular numbers;
- (f) Words importing the masculine gender shall include the feminine gender;
- (g) "The Committee" shall mean the Committee of Management of the Society for the time being;
- (h) "The Acts" shall mean the Industrial and Provident Societies Acts, 1893 to 2014 as amended and in effect;
- (i) "A Society" shall mean a Society registered under the Acts;
- (j) The expression "he", "him", "they" and "person", shall include a society of company or other member organisation;
- (k) "Registrar" shall mean the Registrar of Friendly Societies for Ireland;
- (l) "Special Resolution" shall mean a Resolution passed in accordance with Section 51 of the Act of 1893.

**2. The name of the Society shall be:**

**LetsbuyHealthCare Co-operative Society Limited**

**3. The registered office of the Society shall be:**

**88 Harcourt Street, Dublin 2, Ireland D02 DK18**

The registered office may be changed by the Committee. Any such change shall be notified to the Registrar within fourteen days.

**4. The OBJECTS of the Society shall be:**

- (a) to promote self-reliance among members in accessing, and preparing, for private health care services;
- (b) to foster greater awareness among member of the benefits of maintaining a healthy lifestyle;
- (c) to educate members on major health risks over the course of a lifetime and to promote self-management in maintaining a healthy lifestyle;
- (d) to sponsor one or more schemes to enable members to prepare for, fund and pay for their own access and delivery of high quality private health care services;
- (e) to support members in a full range of private health care services whether delivered in the community or in a hospital setting;
- (f) to support patient advocacy in the engagement and delivery of designated private health care services available to the members;
- (g) to procure delivery of a full range of high quality private medical services for the benefit of the members including hospital, consultant, GP, dental, ophthalmic, orthodontic, physiotherapy and all other accredited, reputable and recognised categories and specialties of private healthcare;
- (h) to engage in public debate on behalf of Members with Government, public health bodies, professional medical associations, and other bodies on the delivery of high quality private health care services for the benefit of the members;
- (i) to engage on behalf of Members with Government, public health bodies, professional medical associations, and other bodies for taxation relief for Members and other State subventions, subsidies and financial support
- (j) to engage on behalf of Members with Retailers, Employers, other Co Operatives and other Corporate Bodies to develop and communicate Schemes and initiatives relating to the preparation for, access to and funding of Members private healthcare needs
- (k) to support patient advocacy groups, charities, and other bodies in the promotion of medical research;
- (l) to sponsor medical research scholarship in delivery of advanced medical services for the benefit of the members.

**5. MEMBERSHIP**

- (a) The Society shall consist of such individual persons as the Committee of Management, or an officer to which this function has been delegated by the Committee, may admit into membership, provided that such applicants for membership are willing to accept the responsibilities of membership and may contribute to the achievement of the objects of the Society and the benefits it provides. Applications for membership shall be dealt with in accordance with Rule 7. Applicants for membership shall subscribe for such one or more Shares in the Society as the Committee may from time to time prescribe and may not otherwise be deemed to be a member.
- (b) The Society may also admit other societies, registered under the Industrial and Provident Societies Acts, or companies registered under the Companies acts, or such other organisations, statutory or otherwise, where this would be of assistance to the Society in achieving its objects. Every society, company or other organisation admitted to membership may be represented at

the General Meetings by a voting representative in the case of a company or other member organisation.

- (c) No member, other than a Society registered under the Industrial and Provident Societies Acts, shall hold an interest in the Shares of the Society exceeding [€150,000] or such maximum amount as may be fixed by statute from time to time. The Society, by decision of the Committee of Management, may also fix such financial contribution, service or other charge, payable by the members, annually or otherwise, towards its administrative or other expenses, as may be necessary from time to time. Payment of such contribution or similar charge may also be fixed as a condition of membership by the Committee.
- (d) In the case of any member who defaults in payment of any financial contribution set from time to time by the Society, the Committee of Management may debit the amount of such financial contribution from any such member's entitlement to assets of or other scheme established by the Society, without the prior consent of such member.

## **6. CESSATION OF MEMBERSHIP**

A person shall cease to be a member of the Society if he/she dies, or if he/she fails to pay such financial contribution, service or other charge as may be fixed by the Society, which remains undischarged.

In cases of such cessation of membership, the Society may set off the share amounts held in the member's name against any outstanding debt and any set off so made shall extinguish all rights of such a member in the share or shares. A member shall not otherwise be entitled to withdraw from the Society.

## **7. SHARES**

- (a) The Share Capital of the Society shall consist of shares to the nominal value of €5 (Five Euro) each, issued upon admission of an applicant for membership to the Society and payment of same. Each member shall hold at least one share and the Committee of Management may fix such minimum number of shares as may be required for admission to membership. Corporate, Other Society, Organisational or Employer applications may be required to hold a different, higher, number of minimum shares. But no member, Corporate or otherwise, may hold more than the maximum amount of shares permitted by law or otherwise as determined from time to time by the Committee of Management. The liability of members shall be limited to their shares.
- (b) An Application for admission to membership to the Society shall be made in writing on Form A set out in the Appendix to these Rules or as near thereto as the proper management of the Society and the case allows.
- (c) Each application for membership shall be considered by the Committee at their next ensuing meeting, or as soon as possible by an officer to which this function and the operation of the related procedures may be delegated by the Committee. Notice of admission to membership, or otherwise, shall be sent to an applicant by the Committee shall not be required to assign any reason for rejection of an application.
- (d) Shares shall not be transferable or withdrawable other than in accordance with Rule 18, save that Shares of Founding Members shall be freely transferable, subject to the prior approval of the Committee of Management and applications for any such transfer shall be made in writing on Form B as set out in the Appendix.

- (e) In the event of the amount credited to a member in respect of shares in the Society whose membership has ceased under the provisions of Rule 6 being set off against any debt owing to the Society and the balance if any, repaid, then the rights of the member in respect of those shares shall have been extinguished.
- (f) A Register of Shareholders shall be kept by the Society in which the Secretary shall ensure that all details regarding the numbers of shares allocated, the ownership and transfer of shares, as applicable, shall be recorded.
- (g) The business affairs of the Society shall be conducted by the Committee of Management, who shall be the governing board of directors of the Society and shall fix the policies and procedures of the Society to achieve its Objects and are responsible for the financial accounting policies of the Society.
- (h) The Committee shall comprise such number as is decided by the General Meeting from time to time but not less than five members, provided that any meeting shall not be quorate unless two Members who are Founding Members or any transferee thereof shall be present and attending.
- (i) The Committee members shall be elected at the Annual General Meeting or at a Special General Meeting called for that purpose, provided that not less than two members shall comprise Founding Members, or any transferee thereof. Subject to the foregoing sentence, one third of the Committee shall retire each year but retiring committee members shall be eligible for re-election without nominations. A nomination for the Committee other than from a retiring member shall be in writing and signed by two members and shall contain a statement by the member nominated of his or her willingness to be elected. Such nominations shall be submitted to the Secretary not less than three days before the meeting.
- (j) Only members of the Society shall be eligible to be the Committee Members. No person shall be entitled to act as a member of the Committee who is a bankrupt or whose bankruptcy still subsists or who has been convicted on indictment of any offence involving fraud or dishonesty.
- (k) Subject to (i) above, any casual vacancy occurring in the Committee may be filled by co-option, but any person co-opted shall retain his or her office only until the next Annual General Meeting of the Society, when he or she shall retire, but shall be eligible for re-election.
- (l) Any Committee Member, or all of them may be removed from office by a two-thirds majority vote passed at a Special General Meeting of the Society's members called for this purpose.
- (m) There shall be at least four ordinary Committee meetings each year, two of whom shall be Founding Members or any transferee thereof. Special Committee meetings may be held at any time on the giving of at least three clear days' notice in writing to each member of the Committee. A Special Meeting of the Committee shall transact no business other than that appearing on the Agenda paper which shall accompany the notice concerning the meeting. No business shall be conducted at any Committee Meeting unless one-third of its membership is present, of whom not less than two Founding Members or any transferee thereof is present and attending.
- (n) The Committee shall elect and have the power to remove a Chairperson who shall also be the Chairperson of the Society and shall preside at all meetings of the Society. The Committee may also appoint and remove a vice-Chairperson. The Chairperson and Vice-Chairperson shall hold office for one year but shall be eligible for re-election.
- (o) The Committee shall elect or appoint and have the power to remove a Secretary who shall be the Secretary of the Society, and shall have responsibility for the administrative functions and such other executive duties as the Committee may delegate or direct from time to time. The Secretary

may be appointed as a paid officer or employee of the Society but if so may not be a member of the Committee of Management. If the Secretary is to be an elected officer the election shall be carried out by secret ballot of the Committee members.

- (p) The Committee may appoint and remove such executive managers and officers as employees of the Society who shall have such functions, duties and remuneration as the Committee shall from time to time direct or the Committee may assign or delegate such appointments and the management of same to the Secretary or to another executive officer.
- (q) The removal from office of any elected Officer or the Secretary of the Society shall be done only at a Special Committee Meeting of which notice shall have been duly given and at which two-thirds of those present and voting, vote for such removal.

## **8. COMMITTEE OF MANAGEMENT**

- (a) The Committee may exercise any powers that may be exercised by the Society other than those that must be exercised by a General Meeting.
- (b) The Committee may appoint such sub-committees of its members and other persons as it considers necessary for the effective conduct of its business but all transactions and decisions of such subcommittees shall be subject to the approval of the Committee of Management.
- (c) The Committee shall ensure that proper minutes are kept of all meetings of the Committee of Management, Sub-Committees and General Meetings, and that adequate arrangements are made for the safe-keeping of the correspondence, files and financial records of the Society, including the designation of specific responsibilities to the Secretary and other officers in regard to the administration and the management of the Society's affairs subject to the approval of the Committee.
- (d) The Committee shall have powers to enter into contracts of any type, including without limitation of any description, including schemes for members, or for the supply of services, borrowing of money, purchase or lease or disposal of land and property of every description or the leasing out of any property of the Society and the construction of housing and associated amenities.
- (e) The Committee shall open such bank accounts as may be necessary for the conduct of the business of the Society into which all moneys received on account of the Society shall be immediately paid.
- (f) The Committee may act notwithstanding any vacancy in their body, but so long as the number of Committee Members is reduced below five the continuing Committee Members may act only for the purpose of summoning a General Meeting of the Society for the appointment of Committee Members.
- (g) Until the first Committee shall have been appointed according to these Rules, the Founding Members shall constitute the Committee of the Society and have all the powers of such Committee.

## **9. BORROWING**

The Society shall, subject to the provision of Section 6 of the Industrial and provident Societies (Amendment) Act 1978, have power to borrow money for the purpose of the Society in whatsoever manner it may determine including the issue of loan stock, to such an extent, on such conditions, against such security, for such periods and at such rates of interest as shall be authorised by the General Meeting from time to time.

The Society may secure the repayment of any such loan and any interest thereon by a mortgage or charge on all or any of the assets or property of the Society or by the issue of Bonds, Agreements or Promissory Notes.

#### **10. INVESTMENT**

The Committee may invest any portion of the Society's capital as follows:-

- (a) In any security in which Trustees are for the time being authorised by law to invest;
- (b) In the shares of, or on the security of any other Society or Company provided such Society or Company shall be one with limited liability;
- (c) In the shares of, the loans to (secured on property) any other society or company which is a member of this Society provided such society or company shall be one with limited liability.

#### **11. GENERAL MEETINGS**

- (a) There shall be an ordinary or Annual General Meeting of the Society in each calendar year. All other general meetings shall be deemed to be Special General Meetings.
- (b) A Special General Meeting may be convened by the Committee of Management at any time on their own authority or upon a requisition addressed to the Committee, the Chairperson or the Secretary, signed by at least half the number of members of the Society for the time being.
- (c) Notice, stating the time, place and purpose or agenda of every General Meetings shall be sent or given to each member not less than 21 (twenty-one) days before the date of such meeting. Notice of a General Meeting shall be deemed to have been duly given if left or posted to the place of residence or registered address of members in due time before the meeting.
- (d) No business shall be transacted at a Special General Meeting save that for the purpose of which the meeting is convened and of which full particulars shall be given in the Notice and agenda convening every such meeting.
- (e) The following business shall be included in the Agenda and transacted at every Annual General Meeting:-
  - (i) the adoption of the Minutes of the previous Annual General Meeting and of any Special General Meeting of the Society held since then,
  - (ii) the presentation of the Report of the Committee of Management and the adoption of the Statement of Accounts and Balance Sheet as prepared by the Society's Auditor,
  - (iii) the appointment of a duly qualified Auditor for the current year, who shall not hold any other office in connection with the Society, for the purpose of complying with Rule 15(d),
  - (iv) the election or appointment of Committee members in accordance with the provisions of Rule 8,
  - (v) the authorisation of borrowing powers in accordance with the requirements of Rule 9,
  - (vi) any other business relevant to the purposes of the Annual General Meeting of the Society.

- (f) The quorum for General Meetings of the Society shall be not less than one quarter of the members entitled to attend or such lower figure as may be determined from time to time by a General Meeting provided notice of such change shall have been given to the members in advance of the meeting.
- (g) Any General Meeting may be adjourned from time to time for any period not exceeding 28 (twenty-eight) clear days. No business shall be transacted at an adjourned meeting except what relates to the original purpose and agenda of such meeting. If a Special General Meeting is adjourned, not less than four clear days' notice shall be given to the members of the date fixed for the adjourned meeting.

**12. VOTING**

Each member, or voting representative, present and entitled to vote at any meeting of the Society shall have only one vote, except the Chairperson who shall have a casting vote whenever the votes are equal. All questions shall be decided in the first instance by a show of hands unless five members present demand a ballot in which case a ballot shall be taken. No proxy voting shall be admissible.

**13. APPLICATION OF SURPLUS**

Any surplus or profits arising in the Society shall be applied in any or all of the following ways:-

- (a) To creating and maintaining a general reserve for the continuation and development of the Society;
- (b) To provide funding for charitable or education purposes or for relevant services in the community generally.

**14. AMENDMENTS TO RULES**

Rules may be made, altered, rescinded or amended by a majority of two-thirds of the members present and voting at a Special General Meeting called for the purpose in accordance with the requirements of Rule 11.

No new Rule shall be made nor shall any of the Rules be repealed or altered until the text of the proposed new rules or amendments shall have been circulated with the notice convening the Special General Meeting, duly adopted by the members and registered with the CRO.

**15. STATUTORY REQUIREMENTS**

- (a) Name

The registered name of the Society shall be kept displayed in a conspicuous place at the registered office of the Society and at any other place at which the business of the Society is carried on and shall be printed on all of the Society's correspondence.

- (b) Seal

The Society shall have its name engraved in legible characters upon a seal which shall be in the custody of the Chairperson. It shall only be used under the authority of a Resolution of the Committee, and shall be attested by the signatures of two members of the Committee and the Secretary.

(c) Change of Name, Amalgamation, Conversion, Dissolution

The Society may, by special Resolution in accordance with the provisions of Section 51(a) of the Industrial and Provident Societies Act 1893:-

- (i) change its name,
- (ii) amalgamate with or transfer its engagements to another Society or Company, or accept a similar transfer,
- (iii) convert itself into a Company,
- (iv) voluntarily dissolve by resolution to wind up under the Companies' Act.

Voting on special Resolutions shall be on the basis of one vote per member present and voting.

(d) Audit and Accounts

The Accounts of the Society, together with a Balance Sheet showing the receipts, expenditure, funds and effects of the Society, and all necessary vouchers, shall be submitted once in every year for audit to one of the duly qualified Auditors who is a member of a professional institute recognised by the relevant State Department for the purpose of the Acts, who shall be selected in accordance with Rule 11(e)(iii). Accounts shall be made available to the Revenue Commissioners on request.

(e) Annual Return

The Committee shall before the 31<sup>st</sup> day of March in each year forward to the Registrar the Form of Annual Return covering the period and in the manner prescribed by the Acts and the Regulations, accompanied by a copy of every Auditor's Report and Balance Sheet made for the period included in the Return.

(f) Triennial Returns of Shareholders

The Committee shall, once at least in every three years, make out a Triennial Return, and send it to the Registrar, together with the Annual Return, signed by the Auditor, showing the holding of every person in the Society at the date to which the said Annual Return is made out.

(g) Supply of Returns to Members

A copy of each Annual Return shall be delivered gratuitously on application to every member or person interested in the funds of the Society.

(h) Balance Sheet

A copy of the last Annual Balance Sheet for the time being, together with the Auditor's Report, shall be kept hung up in a conspicuous place in the Society's registered office.

(i) Rules

A copy of the Society's Rules shall be supplied to any person demanding free of charge.

(j) Inspection of Accounts by Members



Any member of person interested in the funds of the Society may inspect his own account and the Register of Members during business hours at the Society's registered office.

(k) Inspection by Registrar

Any ten members may, in accordance with Section 18 of the Industrial and Provident Societies Acts 1893 apply to the Registrar to appoint an accountant to inspect the books of the Society and to report thereon.

(l) Application to Registrar

Members may make application to the Registrar in accordance with the Acts:

(i) to appoint one or more inspectors to examine into and report upon the affairs of the Society.

OR

(ii) to call a Special Meeting of the Society.

**16. MINORS**

A person under full age within the meaning of the Age of Majority Act 1985, but above the age of 16, may be a member of the Society and enjoy all the rights of a member (except as by the Acts provided), and may execute all instruments and give all acquittances necessary to be executed or given under the Rules, but shall not be a member of the Committee, Officer (including Treasurer) or Manager of the Society.

**17. DECEASED MEMBERS**

(a) On receiving satisfactory proof of the death of a nominator, the Committee of the Society shall, subject to the limitation on the amount herein before mentioned, redeem at par the amount of such person's shareholding and shall transfer the proceed to the nominator comprised in the nomination in manner directed by the nomination.

(b) Where a nominee who is nominated under the provisions of the Acts is under sixteen years of age, the Society may pay the sum nominated to either parent or to a guardian of the nominee, or to any other person of full age who will undertake to hold the same on trust for the nominee or to apply the same for his benefit and whom the Society may think a fit and proper person for the purpose, and the receipt of such parent, guardian or other person shall be sufficient discharge to the Society for all monies so paid.

(c) If any member entitled to property in the Society in respect of shares, or loans, dies intestate, without having made any nomination thereof then subsisting, the Committee may, without letters of administration, distribute the same among persons as appear to them, on such evidence as they deem satisfactory to be entitled by law to receive the same.

**18. ADOPTION OF RULES, AMENDMENTS AND NOTIFICATIONS**

The adoption of these Rules shall take place at a meeting of the First Members duly convened for this purpose.