



# Standard Rules

for

## Credit Unions (REPUBLIC OF IRELAND)

REGISTERED UNDER THE CREDIT UNION ACT, 1997 (AS AMENDED)

and affiliated to the

## Irish League of Credit Unions

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## **PREFACE**

### **CREDIT UNION OPERATING PRINCIPLES**

Statement of Credit Union Operating Principles as adopted at Annual General Meeting of the Irish League of Credit Unions 1984.

## **INTRODUCTION**

These Credit Union Operating Principles are founded in the philosophy of co-operation and its central values of equality, equity and mutual self-help. At the heart of these principles is the concept of human development and the brotherhood of man expressed through people working together to achieve a better life for themselves and their children.

### **1. OPEN AND VOLUNTARY MEMBERSHIP**

Membership in a credit union is voluntary and open to all within the accepted common bond of association that can make use of its services and are willing to accept the corresponding responsibilities.

### **2. DEMOCRATIC CONTROL**

Credit union members enjoy equal rights to vote (one member, one vote) and participate in decisions affecting the credit union, without regard to the amount of savings or deposits or the volume of business. The credit union is autonomous, within the framework of law and regulation, recognising the credit union as a co-operative enterprise serving and controlled by its members. Credit union elected officers are voluntary in nature and incumbents should not receive a salary for fulfilling the duties for which they were elected. However, credit unions may reimburse legitimate expenses incurred by elected officials.

### **3. LIMITED DIVIDENDS ON EQUITY CAPITAL**

Permanent equity capital where it exists in the credit union receives limited dividends.

### **4. RETURN ON SAVINGS AND DEPOSITS**

To encourage thrift through savings and thus to provide loans and other member services, a fair rate of interest is paid on savings and deposits, within the capability of the credit union.

### **5. RETURN OF SURPLUS TO MEMBERS**

\* The surplus arising out of the operations of the credit union after ensuring appropriate reserve levels and after payment of dividends belongs to and benefits all members with no member or group of members benefiting to the detriment of others. This surplus may be distributed among the members in proportion to their transactions with the credit union (interest or patronage refunds) or directed to improved or additional services required by the members.

\* Expenditure in credit unions should be for the benefit of all members with no member or group of members benefiting to the detriment of other.

## **6. NON-DISCRIMINATION IN RACE, RELIGION AND POLITICS**

Credit unions are non-discriminatory in relation to race, nationality, sex, religion and politics within the limits of their legal common bond. Operating decisions and the conduct of business are based on member needs, economic factors and sound management principles. While credit unions are apolitical and will not become aligned with partisan political interests, this does not prevent or restrict them from making such political representations as are necessary to defend and promote the collective interests of credit unions and their members.

## **7. SERVICE TO MEMBERS**

Credit union services are directed towards improving the economic and social well-being of all members whose needs shall be a permanent and paramount consideration rather than towards the maximising of surpluses.

## **8. ON-GOING EDUCATION**

Credit unions actively promote the education of their members, officers and employees, along with the public in general, in the economic, social, democratic and mutual self-help principles of credit unions. The promotion of thrift and the wise use of credit, as well as education on the rights and responsibilities of members are essential to the dual social and economic character of credit unions in serving member needs.

## **9. CO-OPERATION AMONG CO-OPERATIVES**

In keeping with their philosophy and the pooling practices of co-operatives, credit unions within their capability actively co-operate with other credit unions, co-operatives and their associations at local, national and international levels in order to best serve the interests of their members and their community. This inter-co-operation fosters the development of the co-operative sector in society.

## **10. SOCIAL RESPONSIBILITY**

Continuing the ideals and beliefs of co-operative pioneers, credit unions seek to bring about human and social development. Their vision of social justice extends both to the individual members and to the larger community in which they work and reside. The credit union ideal is to extend service to all who need and can use it. Every person is either a member or a potential member and appropriately part of the credit union sphere of interest and concern. Decisions should be taken with full regard for the interests of the broader community within which the credit union and its members reside.

## ARRANGEMENT OF RULES

Rule	Page
<b>SECTION 1. INTERPRETATION</b>	<b>1</b>
1. Interpretation	
<b>SECTION 2. NAME AND OBJECTS</b>	<b>4</b>
2. Name	
3. Change of registered name	
4. Use of seal	
5. Objects	
6. Operating principles	
<b>SECTION 3. REGISTRATION</b>	<b>6</b>
7. Registered office	
8. Effect of registration	
<b>SECTION 4. RULES</b>	<b>7</b>
9. Rules	
10. Amendment of registered rules	
11. Rules to bind members	
12. Provision of copies of rules	
<b>SECTION 5. MEMBERSHIP</b>	<b>8</b>
13. Minimum number	
14. Membership	
15. Application for membership	
16. Qualifications for membership	
17. Person under age 16	
18. Incorporated or unincorporated body	
19. Appeal against refusal of membership	
20. Member ceasing to have the common bond	
21. Non-exclusion	
22. Dormant accounts	
23. Cesser of membership	
24. Forfeiture of payment on shares	
25. Expulsion and withdrawal	
<b>SECTION 6. REMEDY FOR DEBTS FROM MEMBERS</b>	<b>13</b>
26. Remedy for debts from members	
<b>SECTION 7. PASSING OF A MEMBER'S INTEREST</b>	<b>13</b>
27. Nomination of property in the credit union	

Rule	Page
28. Proceedings on death of nominator	
29. Provision for small payments on death	
30. Payments in respect of mentally incapable persons	
31. Bankruptcy	
32. Validity of payment	

## **SECTION 8. OPERATION OF THE CREDIT UNION** **16**

33. Raising of funds by shares and deposits	
34. Shares: general provisions	
35. Transfer of shares	
36. Dividends on shares	
37. Interest on deposits	
38. Restrictions on withdrawal of shares and deposits	
39. Joint accounts	
40. Receipting for money	
41. Charges on assets of the credit union	
42. Power to borrow	
43. Loans	
44. Making of loans	
45. Approval of loans	
46. Appeal against non-approval of loan	
46 A. Member to receive written notice of loan approval	
46 B. Credit agreement in respect of loans exceeding €200	
46 C. Contents of credit agreement	
46 D. Notice of important information to be included in credit agreements	
46 E. Promissory note/credit agreement in respect of loans not exceeding €200	
47. Interest on loans	
48. Promissory notes and bills of exchange	
49. Contracts	
50. Acquisition, holding and disposal of land	
51. Receipt for repayment of secured debt	
52. Investments	
53. Special fund for social, cultural etc. purposes	
54. Statutory reserve	
55. Savings protection scheme	
56. Insurance against fraud of officers etc.	
57. Insurances	
58. Additional services	
59. Power to provide additional services	
60. The Registrar's approval of provision of additional services	
61. Supplementary provisions as to Registrar's functions	
62. Requirements applicable to the credit union providing additional services	
63. Review of Registrar's decision by Court	

## **SECTION 9. BOARD OF DIRECTORS** **35**

64. Membership and general provisions	
---------------------------------------	--

Rule	Page
65. Election	
66. Terms of office	
67. Casual vacancies	
68. Regular meetings	
69. Quorum	
70. Additional meeting	
71. Notice	
72. Removal of a director from office	
73. Voting	
74. Minutes	
75. Powers and functions	
76. Acts of a director	
77. Supplemental provisions	
<b>SECTION 10. SUPERVISORY COMMITTEE</b>	<b>41</b>
78. Membership and duty in general	
79. Election	
80. Chairman and secretary	
81. Term of office	
82. Casual vacancy	
83. Resignation of supervisory committee	
84. Ineligibility	
85. Procedural provisions	
86. Functions of the supervisory committee	
87. Removal from office	
88. Supplemental provisions	
<b>SECTION 11. PRINCIPAL POSTS: DUTIES</b>	<b>45</b>
89. Principal posts	
90. Chairman	
91. Vice-chairman	
92. Secretary	
93. Treasurer	
<b>SECTION 12. CREDIT COMMITTEE</b>	<b>47</b>
94. Membership	
95. Chairman and Secretary	
96. Meetings	
97. Report to the board	
98. Approval of loans	
99. Credit officer	
100. Duties of credit committee and/or credit officer	
101. Record of applications	
102. Security	
103. Appeal against non-approval of loan	

Rule	Page
<b>SECTION 13. CREDIT CONTROL COMMITTEE</b>	<b>49</b>
104. Membership and duty in general	
105. Chairman and secretary	
106. Meetings	
107. Report to board	
108. Credit control officer	
<b>SECTION 14. MEMBERSHIP COMMITTEE</b>	<b>50</b>
109. Membership	
110. Chairman and secretary	
111. Meetings	
112. Duties	
113. New members and doubtful applications	
<b>SECTION 15. OTHER COMMITTEES</b>	<b>51</b>
114. Other committees	
<b>SECTION 16. SUSPENSION AND REMOVAL OF OFFICERS BY THE SUPERVISORY COMMITTEE</b>	<b>51</b>
115. Suspension and removal of officers by the supervisory committee	
<b>SECTION 17. APPOINTED OFFICERS</b>	<b>52</b>
116. Money laundering reporting officer	
117. Training liaison officer	
118. Youth development officer	
<b>SECTION 18. MANAGEMENT – GENERAL PROVISIONS</b>	<b>52</b>
119. Limit on remuneration	
120. Conflicts of interest	
121. Required signatories, etc.	
122. Confidentiality of information	
123. Persons disqualified from acting	
124. Giving of security by officers etc.	
125. Duty to account	
126. Liability of officer etc.	
127. Register of members and officers	
128. Inspection of books	
<b>SECTION 19. MEETINGS, RESOLUTIONS ETC.</b>	<b>60</b>
129. The organisation meeting	
130. The annual general meeting	
131. Special general meeting	



Rule	Page
132. Notice of general meetings	
133. General meetings: voting, adjournment, quorum and minutes	
134. Supplementing provisions as to general meetings	
135. Special resolutions	
<b>SECTION 20. NOMINATIONS, ELECTIONS ETC.</b>	<b>66</b>
136. Nominating committee	
137. Nomination of candidates	
138. Nomination of candidates from the floor	
139. Election procedure	
140. One member one vote	
141. Minimum voting age	
142. Prohibition on multiple resolutions	
<b>SECTION 21. ASSETS AND LIABILITIES RATIOS AND STRUCTURES</b>	<b>68</b>
143. Assets and liabilities ratios and structures	
<b>SECTION 22. STATUTORY APPLICATIONS TO THE REGISTRAR</b>	<b>68</b>
144. Investigations and calling of meetings	
<b>SECTION 23. ACCOUNTS AND AUDIT</b>	<b>68</b>
145. Financial year of the credit union	
146. Accounting records etc.	
147. System of control and safe custody	
148. Accounting principles	
149. Annual accounts	
150. Balance sheet to be available to members	
151. Obligation to appoint auditors	
152. Qualification for appointment as auditor	
153. Eligibility of auditor for re-election	
154. Resolutions relating to appointment and removal of auditors	
155. Resignation of auditors	
156. Requisitioning of general meeting and circulation of statement by resigning auditor	
157. Auditor's report, right of access and to be heard	
158. Statement to auditors	
159. Annual returns	
<b>SECTION 24. DISPUTES AND COMPLAINTS</b>	<b>80</b>
160. Settlement of disputes	
<b>SECTION 25. AMALGAMATION AND TRANSFER OF ENGAGEMENTS</b>	<b>81</b>
161. Amalgamation	
162. Transfer of engagements between credit unions	

Rule	Page
163. Statement for members	
164. Confirmation of amalgamation or transfer	
165. Distribution to members	
<b>SECTION 26. WINDING UP</b>	<b>85</b>
166. Winding up	
<b>SECTION 27. APPOINTMENT OF EXAMINER</b>	<b>87</b>
167. Appointment of examiner	
<b>SECTION 28. RECORDS, REGISTERS AND FORMS</b>	<b>87</b>
168. Records and registers	
169. Forms	
170. Service of notices	
<b>SECTION 29. AFFILIATION WITH THE IRISH LEAGUE OF CREDIT UNIONS</b>	<b>89</b>
171. Affiliation with the Irish League of Credit Unions	
<b>APPENDICES</b>	<b>91</b>
<b>I FORMS</b>	
Form 1 Application for Membership	
Form 2 Application for Membership by a Group or Society	
Form 3 Application for Shares / Deposits to be held as a Joint Tenancy	
Form 4 Nomination Form	
Form 4a Sample Form of Nomination for Multiple Nominees	
Form 5 Loan Application Form	
Form 6 Credit Agreement for Single Member and Joint Accounts	
Form 7 Guarantee of Credit Agreement	
Form 8 Credit Agreement for a Body Corporate or Unincorporated Member	
Form 9 Sample Authorisation to Withdraw Funds	
Form 10 Form of Receipt and Indemnity for Authorised Withdrawal	
Form 11 Form of Receipt for Repayment of Secured Debt	
Form 12 Form of Transfer of Shares	
Form 13 Notice of Withdrawal From Membership Form	
<b>II DECLARATION OF FIDELITY AND SECRECY</b>	
<b>INDEX</b>	

# STANDARD RULES OF A CREDIT UNION

## SECTION 1. INTERPRETATION

### Rule 1. *Interpretation*

"**the Act**" means the Credit Union Act, 1997;

"**amendment**" in relation to these rules includes a new rule and a resolution rescinding a rule;

"**annual accounts**" means the accounts prepared with respect to the credit union's financial year under section 111 of the Act together with the notes to them;

"**the annual general meeting**" means a meeting, in respect of each financial year, of the members of the credit union, held in the State at a time and place provided for under these rules;

"**annual return**" means the annual return which the credit union is required by section 124 of the Act to send to the Registrar;

"**APR**" in relation to a credit agreement entered into between the credit union and a member, means the annual percentage rate of charge;

"**Bank**" means the Central Bank of Ireland via the office of the Registrar of Credit Unions;

"**board of directors**" means the committee of management or other directing body of a credit union;

"**books and documents**" includes accounts and records made in any manner, and "books or documents" shall be construed accordingly;

"**civil partner**" has the meaning assigned to it by the Civil Partnership and Certain Rights and Obligations of Cohabitants Act, 2010;

"**common bond**" means:

- (a) the common bond of following a particular occupation;
- (b) the common bond of residing or being employed in a particular locality;
- (c) the common bond of being employed by a particular employer or having retired from employment with a particular employer;
- (d) the common bond of being a member of a bona fide organisation or being otherwise associated with other members of a society for a purpose other than that of forming a society to be registered as a credit union;
- (e) any other common bond approved by the Registrar;

"**the Companies Acts**" means the Companies Acts, 1963 to 1990, together with any enactment which is to be construed as one with those Acts;

**"the Court"** means the High Court;

**"credit union"** means a society registered as such under the Act and a society which, immediately before the commencement of the Act, was registered as a credit union under the Industrial and Provident Societies Acts, 1893 to 1978;

**"debentures"** means any debentures, debenture stock or bonds of a credit union, whether constituting a charge on the assets of the credit union or not;

**"general meeting"** means an annual general meeting or a special general meeting;

**"the organisation meeting"** has the meaning given by section 77(1) of the Act;

**"meeting"** includes a meeting of delegates appointed by members;

**"member of the family"**, in relation to any person, means that person's parent, grandfather, grandmother, father-in-law, mother-in-law, husband, wife, son, daughter, grandson, granddaughter, brother, sister, half-brother, half-sister, uncle, aunt, nephew, niece, first cousin, son-in-law, daughter-in-law, brother-in-law or sister-in-law;

**"the Minister"** means the Minister for Finance;

**"officer"**, includes a chairman (or president), vice-chairman (or vice-president), treasurer, secretary, a member of the board of directors or of a principal committee or supervisory committee, employee, credit officer or credit control officer, but does not include an auditor appointed by the credit union in accordance with the requirements of the Act;

**"pass book"** includes any type of written statement of account;

**"persons claiming through a member"** includes the executors or administrators and assignees of a member and, where nomination is allowed, his nominee;

**"principal committee"** in relation to a credit union, means a credit committee, credit control committee, membership committee;

**"prescribed"** means prescribed by regulations made and "prescribe" shall be construed accordingly;

**"the register"** means the register maintained under section 8(5) of the Act;

**"registered"** means for the time being entered in the register and "registration" shall be construed accordingly;

**"Registrar"** means the Registrar of Credit Unions;

**"regulations"** means regulations made by the Minister under the Act;

**"rules"** means the registered rules for the time being of the credit union and shall include any registered amendment of rules;

**"savings"** includes shares and deposits (if any);

**"savings protection scheme"** means the scheme established by the Irish League of Credit Unions to protect, in whole or in part, the savings of members of the credit union in the event of insolvency or other financial default on the part of the credit union and, for this purpose, "savings" includes shares, deposits and all other funds held by a credit union on behalf of its members;

**"share"** means each sum of one euro standing to the credit of a member of the credit union in the register of members required by the Act to be kept by the credit union;

**"special general meeting"** shall be construed in accordance with section 79 of the Act;

**"special resolution"** means a resolution which:

- (a) is passed by a majority of not less than three quarters of such members of a credit union for the time being entitled under the rules to vote as may have voted in person at any general meeting of which notice, specifying the intention to propose the resolution, has been duly given according to the rules, and
- (b) is confirmed by a majority of such members for the time being entitled under the rules to vote as may have voted in person at a subsequent general meeting of which notice has been duly given held not less than 14 days and not more than 28 days from the day of the meeting at which the resolution was first passed;

**"supervisory committee"** has the meaning given it by section 58(1) of the Act;

**"surplus funds"** shall be construed in accordance with section 45(2) of the Act;

**"unincorporated society"** means a society which has written rules but is not incorporated under any Statute or Act of the Oireachtas;

**"voluntary assistant"**, in relation to a credit union, means a member of the credit union who, although not an officer of the credit union, is engaged in any way (but without remuneration) in the operation of the credit union.

**The masculine shall, where necessary, include the feminine and the singular shall, where necessary, include the plural.**

**The marginal notes and headings are inserted for convenience of reference only and shall not affect the construction of these rules.**

## SECTION 2. NAME AND OBJECTS

### Rule 2. *Name*

- (1) The name of the credit union shall be

.....Credit Union Limited  
(hereinafter referred to as the credit union).

As soon as practicable, the credit union shall cause its registered name to be painted or affixed, and to be kept painted or affixed, in a conspicuous position and in letters easily legible, on the outside of its registered office and every other office or place in which the business of the credit union is carried on, and shall have that name engraved in legible characters on its seal and set out in legible characters:

- (a) in all notices, advertisements and other official publications of the credit union;
  - (b) in all business letters of the credit union;
  - (c) in all bills of exchange, promissory notes, endorsements, cheques, orders for money or goods and other instruments purporting to be signed by or on behalf of the credit union; and
  - (d) in all bills, invoices, receipts and letters of credit of the credit union.
- (2) The credit union shall not use any name or title other than its registered name.

### Rule 3. *Change of registered name*

- (1) A credit union may not change its name except in accordance with the Act and this rule.
- (2) A credit union may change its name:
- (a) by a resolution for the purpose passed at a general meeting of the credit union after the giving of such notice as is required by the rules of the credit union for a resolution to amend the rules; and
  - (b) with the prior approval in writing of the Registrar.
- (3) If the Registrar declines approval under paragraph 2(b), the credit union may appeal this decision in accordance with section 11(3) of the Act.
- (4) A change in the name of the credit union shall not affect any right or obligation of the credit union, or of any member thereof, and any pending legal proceedings may be continued by or against the credit union notwithstanding its new name.
- (5) Where, in the opinion of the Registrar, a credit union is (through inadvertence or otherwise) for the time being registered under a name which is undesirable, the Registrar:
- (a) within one year of its being registered under that name, or
  - (b) in the case of a society deemed to be registered under the Act by virtue of section 5(3), within one year from the commencement of section 11,

may direct the credit union to change its name to a name approved by the Registrar.

- (6) The credit union shall comply with a direction given to it under paragraph (5).
- (7) Where the credit union changes its name under this rule, the Registrar:
  - (a) shall enter the new name in the register in place of the former registered name; and
  - (b) shall issue to the credit union an acknowledgment of registration, altered to meet the circumstances of the case.

**Rule 4.        *Use of seal***

The credit union shall have its name engraved in legible characters on a seal which shall be kept in such custody as the board of directors may appoint.

The seal of the credit union shall be used only under the authority of a resolution of the board of directors, the date whereof shall be mentioned in the instrument to which the seal is attached, and shall be attested by the signatures of two directors of the credit union and the countersignature of the secretary for the time being.

**Rule 5.        *Objects***

- (1) The objects for which the credit union is formed are:
  - (i) the promotion of thrift among its members by the accumulation of their savings;
  - (ii) the creation of sources of credit for the mutual benefit of its members at a fair and reasonable rate of interest;
  - (iii) the use and control of members' savings for their mutual benefit;
  - (iv) the training and education of its members in the wise use of money;
  - (v) the education of its members in their economic, social and cultural well-being as members of the community;
  - (vi) the improvement of the well-being and spirit of the members' community; and
  - (vii) subject to section 48 of the Act, the provision to its members of such additional services as are for their mutual benefit.
- (2) Pursuant to these objects, the credit union may:
  - (a) acquire property of any description permitted by or under the Act; and
  - (b) do anything expedient for accomplishing, or conducive to or consequential upon, the objects for which the credit union is formed.
- (3) Where any act or thing is done by the credit union which it had no power to do, but which, if it had been empowered to do, would have been lawfully and effectively done,

that act or thing shall be effective in favour of any person who, relying on that act or thing, dealt with the credit union in good faith.

- (4) Under the Act, the Court may, on the application of a member or the Registrar restrain a credit union from doing any act or thing which it has no power to do.

**Rule 6.           *Operating principles***

The credit union shall conduct its affairs within the framework of the Operating Principles as set out in the preface hereto and in accordance with these rules.

**SECTION 3.           REGISTRATION**

**Rule 7.           *Registered office***

- (1) The registered office of the credit union shall be

.....

or such other place as may from time to time be determined by the board of directors.

- (2) Notice of any change in the situation of the registered office shall be sent within fourteen days to the Irish League of Credit Unions in a form provided for the purpose by the Irish League of Credit Unions and to the Registrar within the same fourteen days.

**Rule 8.           *Effect of registration***

- (1) By virtue of its registration, the credit union shall be a body corporate known by its registered name (by which it may sue and be sued) with perpetual succession, a common seal and limited liability.
- (2) The registration of the credit union shall vest in the credit union all property for the time being vested in any person in trust for the credit union and all proceedings pending by or against the trustees of the credit union may be brought or continued by or against the credit union in its registered name.
- (3) Legal proceedings in respect of any contract or other transaction:
- (a) entered into by an unincorporated society before the date on which it became the credit union, or
- (b) purporting to be entered into by such a society or by any person on its behalf before that date,

may, on or after that date, be brought by or against the credit union, subject to the Statute of Limitations, 1957, as if it had been registered as the credit union at the date of the contract or other transaction.



## **SECTION 4.        RULES**

### **Rule 9.        *Rules***

- (1) The rules of the credit union may specify the form of any instrument necessary for carrying the purposes of the credit union into effect.
- (2) An acknowledgment of registration issued to the credit union under the Act shall constitute an acknowledgment, and, unless the contrary is proved, be sufficient evidence of the registration of the rules of the credit union in force at the date of the acknowledgment of the registration of the credit union.

### **Rule 10.        *Amendment of registered rules***

- (1) The rules of the credit union shall not be amended except by a resolution passed by not less than two-thirds of the members of the credit union present and voting at an annual general meeting or at a special general meeting called for the purpose of considering a resolution proposing an amendment of the rules. Notice of the proposed amendment shall be given in writing to each member and to the auditor at the same time as the notice of the meeting is given.
- (2) The credit union shall not unilaterally amend the standard rules of the Irish League of Credit Unions.
- (3) Rules, or amendments of rules, proposed by the Irish League of Credit Unions for its members shall be laid before the next annual general meeting or special general meeting of the credit union called for the purpose.
- (4) A copy of any notice of amendment of rule shall be sent to the Irish League of Credit Unions at the same time as such notice is sent to the members of the credit union.
- (5) An amendment of the registered rules of the credit union shall not be valid until the amendment has been registered under the Act, for which purpose two copies of the amendment, signed by four members, one of whom shall be the secretary and another a director, shall be sent to the Registrar.
- (6) Paragraph (5) shall not apply to a change in the situation of the registered office of the credit union, or to a change in the name of the credit union in accordance with section 11 of the Act, but notice of any such changes shall be sent forthwith to the Registrar and to the Irish League of Credit Unions.
- (7) A copy of the rules and all amendments thereto shall be sent to the Irish League of Credit Unions immediately after the acknowledgment of registration has been received.
- (8) Copies of amendments to the rules shall be displayed in the place of business of the credit union.

### **Rule 11.        *Rules to bind members***

- (1) Subject to paragraph (2), the registered rules of the credit union shall bind the credit union and all members of it and all persons claiming through them respectively to the same extent as if:

- (a) each member had subscribed his name and affixed his seal to those rules; and
  - (b) there were contained in those rules a covenant on the part of each member and any person claiming through him to conform to those rules subject to the provisions of the Act.
- (2) A member of the credit union shall not, without his consent in writing having been first obtained, be bound by any amendment of the credit union's rules registered after he became a member, if and so far as that amendment:
  - (a) requires him to subscribe for more shares than the number held by him at the date of registration of the amendment; or
  - (b) requires him to pay upon the shares so held any sum exceeding the amount unpaid upon them at that date; or
  - (c) in any other way increases his liability to contribute to the share capital of the credit union.

**Rule 12.      *Provision of copies of rules***

- (1) A copy of the rules of the credit union shall be supplied by the credit union to any person who demands it, on payment of such fee, not exceeding the permitted maximum, as may be determined by the board of directors.
- (2) The permitted maximum referred to in paragraph (1) is €1.27 or such larger sum as may for the time being be prescribed by the Minister.

**SECTION 5.      MEMBERSHIP**

**Rule 13.      *Minimum number***

The minimum number of members of the credit union at any time shall be fifteen.

**Rule 14.      *Membership***

Membership shall be limited to and consist of the signatories to the application to register the credit union and such other persons having the following common bond:

.....  
.....  
.....

as have been duly admitted members of the credit union in accordance with these rules and comply with such of the rules as relate to membership and including, if otherwise qualified, such other persons as were members of the unincorporated body known as

.....  
immediately before the date on which such body secured registration as

.....Credit Union Limited.

**Rule 15.      *Application for membership***

Each application for membership must be in writing and must be approved in the manner set forth in rule 16 in accordance with the relevant form set out in the appendix hereto.

**Rule 16.      *Qualifications for membership***

- (1) An applicant shall be admitted to membership only when:
- (i) it shall have been determined that he is eligible for membership in accordance with rule 14; and
  - (ii) his application for membership shall have been approved by the affirmative vote of a majority of the board of directors or by a duly appointed and authorised membership committee present at a meeting at which the application is considered; and
  - (iii) he has paid an entrance fee of ..... (not more than €1.27); and
  - (iv) he has paid for a minimum of \_\_\_\_\_ share(s) (this minimum to be at least one and not more than ten or such larger number of shares as may be prescribed by the Minister) in the credit union; and

- (2) A person shall be treated as having the qualification required for admission to membership of the credit union if he is a member of the same household as, and is a member of the family of, another person who is a member of the credit union and who has a direct common bond with those other members.
- (3) A person so admitted to membership of the credit union shall assist in financing the Irish League of Credit Unions in accordance with Rule 171 (6).

**Rule 17.      *Person under age 16***

- (1) A person under the age of sixteen:
  - (a) may be a member of the credit union, and
  - (b) subject to paragraph (2), may enjoy all the rights of membership, other than voting rights, and can give all necessary receipts.
- (2) Notwithstanding anything in paragraph (1), a member of the credit union who is under the age of sixteen may not be a member of the board of directors or of a principal committee or an office manager of the credit union.
- (3) Where the member under age sixteen cannot give the necessary receipts, the signature of the parent or guardian, at the discretion of the board of directors, will be sufficient.

**Rule 18.      *Incorporated or unincorporated body***

Notwithstanding any other provision in these rules, a body (whether incorporated or unincorporated), the majority of the members of which are, and continue to be, eligible for membership of the credit union may itself be admitted to, and retain membership of, the credit union, with the same rights and obligations as a natural person but, on application, made in accordance with the relevant form in the appendix hereto, must submit a copy of its rules and a copy of the resolution from its governing body authorising application for membership.

**Rule 19.      *Appeal against refusal of membership***

- (1) A person who applies for membership of the credit union in accordance with the rules and is refused membership may appeal against the refusal to a Judge of the District Court for the District in which the registered office of the credit union is situated.
- (2) Notice of an appeal shall be in writing and shall set out the grounds on which the appeal is based; and, on the hearing of the appeal, the District Court may either confirm the refusal of membership or direct the credit union to admit the appellant to membership.
- (3) The decision of the District Court on an appeal under this rule shall be final, except that any question of law arising on the appeal may be referred to the High Court for its determination; and, by leave of the High Court, an appeal shall lie to the Supreme Court from any such determination of the High Court.

**Rule 20.      *Member ceasing to have the common bond***

If a member of the credit union ceases to have the common bond required of members of the credit union, he may retain his membership and voting rights, and continue saving; but any such member shall be left out of account in determining for any purpose whether a common bond exists between the members of the credit union.

**Rule 21.      *Non-exclusion***

A member of the credit union shall not be excluded from membership by any amendment of the credit union's rules registered after he became a member.

**Rule 22.      *Dormant accounts***

The credit union may deal with shares and deposit accounts as hereinafter provided when there has been no member initiated transaction on the account for a period of three years and when no reply has been received within thirty days from the member to a notice sent, by ordinary post, to him/her at his/her last known address, of intent by the credit union to close the account(s). Such share and deposit accounts shall then be transferred to the reserve account. Dividends and interest shall continue to be payable on such accounts.

**Rule 23.      *Cesser of membership***

A person ceases to be a member:

- (a) on his withdrawal from the credit union; or
- (b) on ceasing to hold the minimum shareholding, in accordance with rule 16(iv); or
- (c) on death; or
- (d) on expulsion from the credit union; or
- (e) in the case of a member other than a natural person, on its dissolution, or the taking of an effective action to wind it up; or
- (f) if, after admission, any defect is discovered in his qualification for membership at the time of his admission.

**Rule 24.      *Forfeiture of payments on shares***

Written notice to his last known address shall be sent to any person who ceases to hold the minimum shareholding in accordance with rule 16(iv) after he has been admitted to membership, which notice shall state that his membership of the credit union has ceased in accordance with rule 23(b).

**Rule 25.      *Expulsion and withdrawal***

- (1) A member may be expelled from the credit union by a resolution for his expulsion passed by not less than two-thirds of the members present and voting at a special general meeting called for the purpose, provided that the member concerned:
  - (a) is given at least twenty one days' notice in writing of the meeting and the proposed resolution; and
  - (b) is given a reasonable opportunity of being heard at the meeting.
- (2) A member who is expelled from the credit union may appeal against the expulsion to a Judge of the District Court for the district in which the registered office of the credit union is situated.
- (3) Notice of an appeal under this rule shall be in writing and shall set out the grounds on which the appeal is based; and, on the hearing of the appeal, the District Court may either confirm or cancel the expulsion.
- (4) Rule 19(3) shall apply to an appeal under this rule.
- (5) A member of the credit union may withdraw from membership of the credit union at any time, by notice in writing to the credit union, subject to the provisions governing the withdrawal of moneys from the credit union contained in these rules.
- (6) Subject to paragraphs (7) and (8), all moneys due in respect of withdrawable shares and deposits by the credit union to a member who withdraws or is expelled from the credit union shall be paid to him after deduction of all moneys due from him to the credit union; and the nominal value of non-withdrawable shares held by a member who is expelled (but not one who withdraws) may also be paid to him (after deduction of all moneys so due).
- (7) Notwithstanding anything in these rules or in any contract, the credit union may, if it thinks fit, postpone payment of the whole or any part of the moneys to be paid as mentioned in paragraph (6) until the end of the period of sixty days beginning on the date of the expulsion or withdrawal of the member concerned.
- (8) No payment in respect of shares shall be made by the credit union to a withdrawing or expelled member while any claim due on account of deposits is unsatisfied and no payment of any description shall be made to such a member unless all his liabilities (including contingent liabilities) to the credit union, whether as borrower, guarantor or otherwise, have been fully discharged or otherwise fully provided for by a person other than the credit union.
- (9) The withdrawal or expulsion of a member from the credit union shall not operate to relieve that member from any liability to the credit union which exists at the time of the withdrawal or expulsion.

## **SECTION 6. REMEDY FOR DEBTS FROM MEMBERS**

### **Rule 26. *Remedy for debts from members***

- (1) All money payable to the credit union by a member shall be recoverable summarily as a civil debt by the credit union from the member.
- (2) The credit union shall have a lien on the shares, deposits, dividends and interest of any member for any debt due to the credit union from that member, and may set off any sum credited to the member on those shares, deposits, dividends and interest in or towards the payment of that debt.

## **SECTION 7. PASSING OF A MEMBER'S INTEREST**

### **Rule 27. *Nomination of property in the credit union***

- (1) Subject to paragraphs (2) to (4), a member of the credit union who is of or over the age of sixteen may, by a written statement signed by him and:
  - (a) made in any book kept at the credit union's registered office, or
  - (b) delivered at or sent to that office during his lifetime,nominate a person or persons to become entitled at his death to the whole, or such part or parts as may be specified in the nomination, of any property in the credit union (whether in savings, loans, insurances or otherwise) which he may have at the time of his death.
- (2) The nomination by a member of the credit union under paragraph (1) of a person who is at the date of the nomination an officer of the credit union shall not be valid unless that person is a member of the nominator's family.
- (3) For the purpose of the disposal of any property which is the subject of a nomination under paragraph (1), if at the date of the nominator's death the amount of his property in the credit union comprised in the nomination exceeds €23,000 or such other maximum as may be prescribed by law, the nomination shall be valid to the extent of €23,000 or such other maximum as may be prescribed by law but not further or otherwise.
- (4) A nomination by a member of the credit union under paragraph (1) may be revoked or varied by a subsequent nomination by him under that paragraph or by any similar document in the nature of a revocation or variation signed by the nominator and delivered to the credit union's registered office during his lifetime; but such a nomination shall not be revocable or variable by the will of the nominator or by any codicil to his will.
- (5) The credit union shall keep a record:
  - (a) of the names of all persons nominated by its members under paragraph (1) and such other details as will positively identify the nominees: and
  - (b) of all revocations or variations (if any) of nominations under that paragraph.

- (6) The marriage of a member of the credit union shall operate as a revocation of any nomination made by him under paragraph (1) before his marriage, but if, in ignorance of a later marriage, an officer of the credit union transfers any property of that member in pursuance of such a nomination, the receipt of the nominee shall be a valid discharge to the credit union, and the credit union shall be under no liability to any other person claiming the property.
- (7) A nomination under paragraph (1) shall be revoked by the death of the nominee before the death of the nominator.

**Rule 28.      *Proceedings on death of nominator***

- (1) Subject to paragraph (2), where any member of the credit union has made a nomination under rule 27, the board of directors, on receiving satisfactory proof of the death of that member, and if and to the extent that the nomination is valid under paragraph (1) of rule 27, shall in the case of each person entitled under the nomination either transfer to him, or pay him the full value of, the property to which he is so entitled.
- (2) Where any of the property comprised in a nomination under rule 27 consists of shares in the credit union, paragraph (1) shall have effect notwithstanding that these rules declare the shares in the credit union not to be transferable; but if the transfer of any shares comprised in the nomination in the manner directed by the nominator would raise the shareholding of any nominee beyond the maximum for the time being permitted in the credit union, the board of directors:
  - (a) shall not transfer to that nominee more of those shares than will raise his shareholding to that maximum; and
  - (b) shall pay him or transfer to his deposit account the value of any of those shares not transferred.
- (3) Where any sum falls to be paid under paragraph (1) or paragraph (2) to a nominee under the age of sixteen years, the credit union may pay that sum to either parent, or to a guardian, of the nominee or to any other person of full age:
  - (a) who will undertake to hold it on trust for the nominee or to apply it for his benefit; and
  - (b) whom the credit union may think a fit and proper person for the purpose;and a receipt for that sum signed by that parent, guardian or other person shall be a sufficient discharge to the credit union for all money so paid.

**Rule 29.      *Provision for small payments on death***

- (1) If a member of the credit union dies and, at his death, his property in the credit union (whether in savings, loans, insurance or otherwise):
  - (a) does not in the whole exceed the maximum relevant for the purposes of this section, and
  - (b) is not the subject of a nomination under rule 27,



the board of directors may, without letters of administration or probate of any will, distribute that property among such persons as appears to the board (on such evidence as they consider satisfactory) to be entitled by law to receive it.

- (2) The maximum referred to in paragraph (1) (a) is €15,000 or such other maximum as may be prescribed by law.

**Rule 30.      *Payments in respect of mentally incapable persons***

- (1) This rule applies where, in the case of a member of the credit union or a person claiming through such a member, the board of directors is satisfied:
  - (a) after considering medical evidence, that the member or other person is incapable by reason of a mental condition to manage and administer his own property; and
  - (b) that no person has been duly appointed to administer his property on his behalf, whether by a court, pursuant to Part II of the Powers of Attorney Act, 1996 or otherwise.
- (2) If, in a case where this rule applies, it is proved to the satisfaction of the board of directors that it is just and expedient to do so, the credit union may pay the amount of any property belonging to the member or other person (whether in the form of savings, loans, insurances or otherwise) to any person whom the board judges proper to receive it on his behalf and who furnishes to the board such a statement as is referred to in paragraph (3); and a receipt for that amount signed by such a person shall be a sufficient discharge to the credit union for any sum so paid.
- (3) The statement mentioned in paragraph (2) is one which certifies that the proposed recipient:
  - (a) understands that it is his duty to apply the amount which is proposed to be paid in the best interests of the person to whom it belongs; and
  - (b) is aware that he may incur civil or criminal liability if he misapplies the whole or any part of that amount; and
  - (c) is not aware that any other person has authority to receive the whole or any part of that amount, whether by virtue of an order of a court, a power of attorney or otherwise.

**Rule 31.      *Bankruptcy***

If any member becomes bankrupt his property in the credit union not automatically assigned to the credit union against a loan or guarantee of a loan shall be transferred or paid to the Official Assignee in Bankruptcy.

**Rule 32.      *Validity of payment***

All payments or transfers made by the board of directors of the credit union under rule 29 or rule 30 to a person appearing to the board of directors at the time of payment or transfer to be entitled

under the rule in question shall be valid and effectual against any demand made upon the board of directors or credit union by any other person.

## **SECTION 8. OPERATION OF THE CREDIT UNION**

### **Rule 33. *Raising of funds by shares and deposits***

- (1) Subject to the provisions of these rules, the credit union may raise funds to be used for its objects:
  - (a) by the issue to its members of shares in the credit union (which may be withdrawable or non-withdrawable); and
  - (b) by the acceptance of money on deposit from a member whose shares, at the time of the deposit, have a value of not less than €63.49 or such other amount as may be prescribed by law.
- (2) Subject to any dispensation which may be granted by the Registrar under section 27(3) of the Act the aggregate liabilities of the credit union in respect of deposits shall not at any time exceed 100% of its aggregate liabilities in respect of shares issued to members. Subject to the first part of this paragraph, the board of directors may establish rules and conditions under which deposits may be accepted from members by the credit union.
- (3) Subject to section 27(4), (5) and (6) of the Act, a member of the credit union:
  - (a) shall not hold on deposit with the credit union more than €100,000 or such other maximum as may be prescribed by law; and
  - (b) shall not have or claim an interest in shares in the credit union exceeding an amount which, when aggregated with the amount held by the member on deposit with the credit union, exceeds whichever is the greater of €200,000 or one per cent. of the total assets of the credit union or such other maximums as may be prescribed by law.
- (4) The credit union shall keep a record of the deposits made by each member, of any withdrawals of deposits made by him and of the dates of such deposits and withdrawals.

### **Rule 34. *Shares: general provisions***

- (1) All shares in the credit union shall be of €1 denomination and shall be subscribed for in full. An amount of less than €1 may be credited to a member's share account in the credit union but no share shall be allotted to a member unless it is fully paid in cash.
- (2) The credit union shall not issue to a member a certificate denoting ownership of a share.
- (3) All withdrawable shares in the credit union shall have equal rights.
- (4) All non-withdrawable shares in the credit union shall have equal rights, and repayments in respect of such shares shall not be capable of being made except as provided by the Act.
- (5) Notwithstanding paragraph (1), whenever the board of directors so recommends, the credit union may apply any sum standing to the credit of its reserves (other than the statutory reserve) to the payment up of shares, and may issue the shares to members as fully paid-up

bonus shares in the proportion to which the members would have been entitled if the sum concerned had been distributed by way of dividend.

**Rule 35.      *Transfer of shares***

- (1) A member of the credit union may transfer a share in the credit union to another member so long as:
  - (a) the number of shares held by that other member does not exceed the limit imposed by the Act; and
  - (b) if the board of directors so require in any case, the transfer has the approval of the board.
- (2) No charge shall be made by the credit union in respect of a transfer of shares by a member, and such a transfer shall entitle the transferee to any dividends in respect of the transferred shares which are unpaid at the date of the transfer.
- (3) If, in a case where the board of directors of the credit union have imposed a requirement under paragraph (1)(b), the board refuses to approve the proposed transfer of shares in the credit union by a member, the member may appeal against the refusal to a Judge of the District Court for the district in which the registered office of the credit union is situated.
- (4) Notice of appeal under paragraph (3) shall be in writing and shall set out the grounds on which the appeal is based; and, on the hearing of the appeal, the District Court may either confirm the refusal or direct the board of directors to approve the transfer.
- (5) A decision of the District Court on an appeal under paragraph (3) shall be final, except that any question of law arising on the appeal may be referred to the High Court for its determination; and, by leave of the High Court, an appeal shall lie to the Supreme Court from every such determination.

**Rule 36.      *Dividends on shares***

- (1) At each annual general meeting of the credit union, a dividend on shares, not exceeding the permitted maximum, may be declared in respect of the preceding financial year by a resolution passed by a majority of the members present and voting.
- (2) A dividend so declared shall be paid on all shares in the credit union but, in the case of shares which have been held during part only of the financial year to which the dividend relates, only a proportional part of the dividend shall be paid and, in determining such a proportional part, a part of a month may be disregarded.
- (3) The permitted maximum referred to in paragraph (1) is ten per cent. of the nominal value of the shares of the credit union or such other percentage of that value as may for the time being be prescribed by the Minister.
- (4) The rate of dividend declared under paragraph (1) shall not exceed the rate recommended to the members by the board of directors.
- (5) No dividend on shares shall be paid otherwise than out of:

- (a) surplus funds in respect of the year in question [ascertained under rule 54(2)] which are available for that purpose and have been accumulated after meeting the requirement for the statutory reserve; or
  - (b) a reserve set aside in previous years to provide for dividends.
- (6) (a) Provided a share dividend has been declared, the directors may recommend to the annual general meeting for approval a refund to the members on record as of the end of each financial year who have been borrowers during such year of a percentage of interest which such borrowers have paid during such year, and such rate of refund shall apply to all such member borrowers. Where a credit union operates a system whereby different rates of interest are charged for different classes of loans, the board of directors may recommend a different rate of refund applicable to each class of loan. Such refunds shall apply to all member borrowers in each class of loan.
- (b) An interest rate refund shall not be made by the members at annual general meeting in the absence of a recommendation by the board of directors and any interest refund recommended by the directors under paragraph (6)(a), shall not be exceeded by the members at annual general meeting.
- (7) Dividends due to any member may be placed to the credit of his share balance.

**Rule 37.      *Interest on deposits***

- (1) Subject to paragraphs (2) and (3), the credit union may pay interest on deposits at different rates determined from time to time by the board of directors.
- (2) The rate of any interest payable at any time by the credit union on deposits of a particular class shall be the same for all deposits of that class.
- (3) The credit union shall ensure that the rate of interest payable at any time on deposits of any class does not exceed the rate of return received by the credit union from the employment of its funds, whether in the form of loans or investments.

**Rule 38.      *Restrictions on withdrawal of shares and deposits***

- (1) Notwithstanding anything in these rules or in any contract, the credit union may require not less than sixty days' notice from a member of his intention to withdraw a share in the credit union and a member may not withdraw any shares at a time when a claim due on account of deposits is unsatisfied.
- (2) Notwithstanding anything in these rules or in any contract, the credit union may require not less than twenty one days' notice from a member of his intention to withdraw a deposit.
- (3) If a member of the credit union seeks to withdraw a share in or deposit with the credit union at a time when he has an outstanding liability (including contingent liability) to the credit union, whether as borrower, guarantor or otherwise, that withdrawal shall not be permitted unless:
  - (a) were the withdrawal to be permitted, the value of the member's savings immediately after the withdrawal would be not less than the amount of his outstanding liability; or

- (b) the withdrawal is approved by a majority of the members of the board of directors voting at a meeting of the board,

but no approval may be given under paragraph (b) if, were the withdrawal to be approved, the value of the member's savings immediately after the withdrawal would be less than 25% of his outstanding liability.

- (4) Where a member of the credit union is indebted to the credit union and consents in writing to the credit union acting under this paragraph, the credit union may, by way of set-off against the indebtedness, withdraw any of the member's shares or deposits; and such a withdrawal may be made notwithstanding anything in paragraphs (2) and (3).

**Rule 39.      *Joint accounts***

- (1) Shares may be issued to and deposits accepted from two or more members by means of a joint account. Application must be made in accordance with the relevant form set out in the appendix hereto. By virtue of the right of survivorship on the death of one of the holders, the account becomes the property of the remaining joint tenants.
- (2) Only the first-named tenant in a joint account may vote unless the members of the joint tenancy nominate one of the other joint tenants to the account to cast the vote. In the event of all tenants of a joint account holding separate accounts in the credit union, the joint account may not exercise a further vote.
- (3) No tenant of a joint account is eligible to hold office in the credit union unless he owns a separate account or unless all the tenants of the joint account agree in writing to his nomination to office.
- (4) None of the joint tenants in a joint account can exercise the right of nomination as defined in rule 27.
- (5) On the death of a joint tenant all his interest in the joint account including all accruals, additions thereto and insurances shall become the property of the surviving tenant or tenants whose receipt therefore shall be a good discharge to the credit union.
- (6) Loans may be made by the credit union:
  - (a) to the tenant designated by the tenants in a joint account as eligible to obtain loans, by virtue of the joint tenancy; or
  - (b) jointly to the joint tenants named in a joint account, by virtue of the joint tenancy.

Such loans must be made in accordance with Rule 44 (where it is applicable) and may be secured or unsecured.

- (7) Where the board of directors is satisfied, after considering medical evidence, that a member who is responsible for the operation of a joint account is incapable by reason of a mental or physical condition to manage and administer the property in that account, the responsibility shall pass to another joint tenant named on the relevant form specified in paragraph (1).

**Rule 40.      *Receipting for money***

- (1) Numbered passbooks or statements of accounts shall be issued to members.

- (2) Money paid in or paid out on account of shares, deposits, loans, interest, entrance fees and fines (if any) shall be evidenced by an appropriate voucher or receipt or by entries in a member's passbook. Each voucher or receipt or entry in the passbook shall identify the person receiving or paying out, on behalf of the credit union, the money represented thereby. When passbooks are used, the member's record for all transactions shall be the entries in the passbooks. When a statement of account plan is used, the member's record for transactions shall be the statement of account which shall itemise all transactions, and where online access to members' accounts is available, the balances shall be issued at least annually. Otherwise balances will be issued at least quarterly. An itemised statement shall be supplied on request to any member.
- (3) When passbooks are used, the passbooks shall be the member's record and shall be retained by him at all times except when presented for payment, withdrawal, entry of dividends or for submission direct to the supervisory committee for the purpose of comparison with the records of the credit union. In no event shall the passbook be retained by the treasurer or other credit union operating personnel, nor retained in the office of the credit union save in the exclusive custody and control of the supervisory committee.
- (4) If a passbook or other receipt given to the member by the credit union is lost or stolen, immediate notice of such fact shall be given to the treasurer, or other responsible officer, and written application shall be made for the payment of the amount due to the member as recorded on said passbook or receipt or for the issue of a duplicate passbook or receipt. The board of directors may require the filing of an adequate bond to indemnify the credit union against any loss or losses resulting from the issue of such duplicate passbooks or receipts. The board of directors may also require payment to the credit union of a reasonable charge to cover the cost of issuing the duplicate passbook or receipt.

**Rule 41.      *Charges on assets of the credit union***

- (1) The board of directors shall have power to execute an instrument which creates or is evidence of a fixed or floating charge on any assets of the credit union, and which shall not be a Bill of Sale for the purposes of the Bills of Sale (Ireland) Acts 1879 and 1883 or be invalidated by those Acts if the charge is recorded by the Registrar in accordance with the provisions of section 34 of the Act.
- (2) Notice of intention to create any charge on the assets of the credit union shall be given to the Irish League of Credit Unions at least twenty one days before such charge is created.
- (3) An application for the recording of a charge on the assets of the credit union shall be made to the Registrar in accordance with the Act.

**Rule 42.      *Power to borrow***

- (1) The credit union may borrow money, on security or otherwise, and may issue debentures accordingly, so long as the total amount outstanding in respect of moneys so borrowed does not at any time exceed fifty per cent. of the aggregate of the shares balance and the deposits balance of the credit union.
- (2) If the credit union proposes to borrow in accordance with paragraph (1) to the extent that the sum of:



- (a) the amount (if any) outstanding in respect of moneys so borrowed immediately before the proposed borrowing, and
- (b) the amount proposed to be borrowed,

would exceed twenty five per cent. of the aggregate specified in paragraph (1), the credit union shall give not less than twenty eight days' notice in writing to the Registrar of its intention to undertake the proposed borrowing.

- (3) In calculating, for the purposes of paragraphs (1) and (2), the total amount outstanding in respect of moneys borrowed by the credit union at any time, a temporary loan obtained by the credit union from its bankers in the ordinary course of business shall be disregarded.
- (4) A person dealing with the credit union shall not be obliged to satisfy himself or to inquire whether the limit imposed on the credit union by paragraph (1) has been or is being observed; but if a person who lends money to the credit union or takes security in connection with such a loan has, at the time the loan is made or the security taken, actual notice of the fact that that limit has been or is thereby exceeded, the credit union's debt or, as the case may be, the security shall be unenforceable.
- (5) Subject to paragraph (4), a transaction with the credit union shall not be invalid or ineffectual by reason of the fact that the limit on borrowing in paragraph (1) has been or is by the transaction exceeded.
- (6) References in this rule to borrowing by the credit union do not include the issue of shares to, or the acceptance of deposits from, members of the credit union in accordance with the preceding provisions of these rules.

#### **Rule 43.      *Loans***

Loans shall be made to members only, and such loans shall be made for provident or productive purposes. Such loans may be secured or unsecured.

#### **Rule 44.      *Making of loans***

- (1) Subject to the Act and these rules, the credit union may make a loan to a member for a provident or productive purpose, upon such security (or without security) and terms as the board of directors may provide; but no loan shall be made to a member who is under the age of eighteen and neither is nor has been married unless an indemnity is provided by the member's parent or guardian or by a person approved by the board of directors.
- (2) Subject to the limits prescribed by law and by these rules, the board of directors shall determine from time to time the maximum amount which may, at a particular time, be on loan to a member either by way of secured loans or by way of unsecured loans, and such limits shall apply equally to all members.
- (3) The credit union may make loans to a member provided the amount of the member's outstanding liability (including contingent liability) to the credit union, whether as borrower, guarantor or otherwise, does not exceed whichever is the greater of €39,000 and 1.5 per cent. of the total assets of the credit union or such higher financial (including percentage) limits provided by order of the Minister.

- (4) The credit union may make loans to a member in accordance with the provisions of section 35 (2) of the Act or such other provisions as may amend or replace section 35 (2).
- (5) The credit union may make loans to persons ceasing to have the common bond required of members of the credit union provided the total amount outstanding in respect of all such loans shall not exceed ten per cent., or such larger percentage as may be approved by the Registrar, of the total amount outstanding in respect of all loans made by the credit union to its members.
- (6) Every application for a loan shall be in writing on a form provided by the credit union which shall contain as a minimum the member's name, the member's account number, the amount being borrowed, the purpose for which the loan is required, the security (if any) offered for it, and such other information as may be required by the board of directors or the credit committee.
- (7) The credit union may accept, in respect of a loan, in addition to other forms of security
  - (a) a guarantee by a member, or
  - (b) a pledge by a member of shares in or deposits with the credit union;and, where such a guarantee or pledge is accepted, it shall be deemed to be a security for the loan.
- (8) The credit union may pay a loan to a member in instalments or in one sum and a member may repay such a loan in whole or in part on any day on which the office of the credit union is open for business.
- (9) The credit union shall not accept from an officer of the credit union a guarantee for a loan to another member unless that other member is the officer's spouse, civil partner, child or parent.

**Rule 45.      *Approval of loans***

- (1) The credit union shall not make a loan to a member unless it is approved in accordance with this rule.
- (2) Subject to paragraphs (3) and (5), a loan must be approved:
  - (a) by such number of members of the board of directors voting by secret ballot at a meeting of the board at which the application for the loan is considered as represents at least two-thirds of those present and a majority of the members of the board as a whole; or
  - (b) by such number of members of the credit committee present at a meeting of that committee at which the application for the loan is considered as represents at least two-thirds of those present and a majority of the committee members as a whole; or
  - (c) by a credit officer.
- (3) Subject to paragraph (5), a loan to a person who ceases to have the common bond required of members of the credit union may not be approved except as set out in paragraph (2)(a)



and a loan to an officer must be approved by not less than two-thirds of the members of a special committee voting by secret ballot at a meeting at which the application for the loan is considered.

- (4) The special committee referred to in paragraph (3) shall consist of:
  - (a) a majority of the board of directors, and
  - (b) at least one member of the credit committee, and
  - (c) at least one member of the supervisory committee,but shall not include the applicant for the loan.
- (5) Notwithstanding the provisions of paragraph (3), a loan to an officer or to a person who ceases to have the common bond required of members of the credit union which does not exceed the value of his savings may be approved as mentioned in paragraph (2)(b) or (2)(c).
- (6) All applications for loans and the reports of the board of directors or credit committee or credit officer who decided thereon shall be filed and retained in accordance with rule 168.
- (7) Any person knowingly responsible for the issue of a loan to a non-member shall be jointly and severally liable with the borrower to the credit union in the amount of the loan and accrued interest.

**Rule 46. *Appeal against non-approval of loan***

- (1) If an application for a loan which was considered by the credit committee or by a credit officer was not approved under rule 45, the applicant may appeal to an appellate body which, by a decision of such members of the body present at the meeting at which the appeal is considered as represents at least two-thirds of those present and a majority of the body as a whole, may give approval to the loan, overriding the decision of the credit committee or credit officer, as the case may be.
- (2) The appellate body referred to in paragraph (1) shall consist of:
  - (a) the board of directors excluding, where the application for the loan was considered by the credit committee, any director who is a member of that committee; and
  - (b) the members of the supervisory committee.
- (3) For the purposes of the consideration of an appeal under this rule, the appellate body shall not be regarded as quorate unless there are present a majority of the directors referred to in paragraph (2)(a) and at least one member of the supervisory committee.

**Rule 46 A. *Member to receive written notice of loan approval***

- (1) On approving a loan in accordance with Rule 45 or 46, the credit union shall, in writing, notify the member who applied for the loan of the approval and of any time limit within which the approval will expire.

- (2) A notice under paragraph (1) may be in a form that, when endorsed by the member on accepting a loan offered by the credit union, constitutes a credit agreement for the purposes of Rule 46B and 46C.

**Rule 46 B. *Credit agreement in respect of loans exceeding €200***

- (1) If the amount of a loan approved by the credit union exceeds €200, the credit union shall ensure that:
- (a) a credit agreement is entered into in writing and signed by the member concerned and by or on behalf of all other parties to the agreement, and
  - (b) a copy of the agreement:
    - (i) is handed personally to the member immediately after the agreement is entered into, or
    - (ii) is delivered or sent to the member within 10 days after the agreement is entered into, and
  - (c) any contract of guarantee relating to the loan is in writing and signed by the guarantor and by or on behalf of all other parties to the agreement, and a copy of the guarantee and the agreement:
    - (i) is handed personally to the guarantor immediately after the contract is entered into, or
    - (ii) is delivered or sent to the guarantor within 10 days after the contract is entered into.
- (2) For the purposes of this section, a contract of guarantee:
- (a) includes the indemnity referred to in Rule 44(1), and
  - (b) may form part of the relevant agreement or may be in a separate document.

**Rule 46 C. *Contents of credit agreement***

- (1) When entering into a credit agreement with a member, the credit union shall ensure that it contains a statement setting out the following particulars:
- (a) the name and address of each party to the agreement;
  - (b) the amount of the loan provided under the agreement and the total amount payable in respect of the loan;
  - (c) details of the security (if any) given in respect of the loan;
  - (d) the date or dates on which the loan is to be provided (unless unascertainable at the time of the agreement);
  - (e) the number of repayment instalments under the agreement and amount of each of those instalments;
  - (f) the date, or the method of determining the date, on which each repayment instalment is payable;
  - (g) the rate of interest charged in respect of the loan and the relevant APR;

- (h) the circumstances in which that APR may be amended;
  - (i) any charges that, although not included in the calculation of the APR, must be paid by the member in specified circumstances;
  - (j) the date on which the loan expires;
  - (k) the manner in which the member can terminate the agreement before the final repayment instalment is payable and the cost to the member of terminating the agreement;
  - (l) any cost or penalty that the member may incur for failing to comply with the agreement.
- (2) The credit union shall also ensure that the agreement specifies a cooling-off period under which the member:
- (a) has a right to withdraw from the agreement without penalty if the member gives to the credit union a written notice to that effect within 10 days after the date of receiving a copy of the agreement, or
  - (b) may indicate that the member does not wish to exercise the right.
- (3) The indication referred to in paragraph (2)(b) must be in the form of a statement signed by the member. The member's signature must be separate from, and additional to, the member's signature to the agreement.

**Rule 46 D. *Notice of important information to be included in credit agreements***

- (1) The credit union shall not enter into a credit agreement with a member, unless the agreement and the notice referred to in Rule 46A (1) display prominently on their respective front pages, in a form approved by the Bank, the following information:
- (a) the amount of the loan;
  - (b) the period of the agreement;
  - (c) the number of repayment instalments;
  - (d) the total amount repayable to the credit union;
  - (e) the cost of the loan to the member;
  - (f) the APR in respect of the loan;
  - (g) particulars of the cooling-off period.

**Rule 46 E. *Promissory note/credit agreement in respect of loans not exceeding €200***

Prior to payment of any loan for which a credit agreement is not required in accordance with Rule 46A, a promissory note (or a credit agreement) must be completed.

**Rule 47. *Interest on loans***

- (1) The credit union may charge interest on loans made to its members under rule 44 subject to the following conditions:

- (a) the interest on a loan shall not at any time exceed one per cent. per month on the amount of the loan outstanding at that time;
  - (b) the interest on a loan shall in every case include all the charges made by the credit union in making the loan;
  - (c) the rate of interest charged on any class of loans granted at a particular time shall be the same for all loans of the class;
  - (d) when by resolution of the board of directors the interest rates on future loans are reduced or raised, similar action may be taken with regard to interest rates on unpaid balances of existing loans.
- (2) If the credit union knowingly charges or accepts interest on a loan at a rate greater than that permitted under this rule:
- (a) all the interest agreed to be paid by the member shall be deemed to have been waived by the credit union; and
  - (b) any interest paid on the loan shall be recoverable summarily by the member (or his personal representative) as a simple contract debt.

**Rule 48.      *Promissory notes and bills of exchange***

A promissory note or bill of exchange shall be deemed to have been made, accepted or endorsed on behalf of the credit union if made, accepted or endorsed in the name of the credit union by a person acting under its authority.

**Rule 49.      *Contracts***

- (1) Contracts may be made, varied or discharged on behalf of the credit union as follows:
- (a) a contract which, if made between individuals, would be by law required to be in writing under seal may be made on behalf of the credit union in writing under the common seal of the credit union;
  - (b) a contract which, if made between individuals, would be by law required to be in writing, signed by the parties to be charged with the contract, may be made on behalf of the credit union in writing by any person acting under the express or implied authority of the credit union;
  - (c) a contract which, if made between individuals, would by law be valid although made by parol only, and not reduced into writing, may be made by parol on behalf of the credit union by any person acting under the express or implied authority of the credit union;
  - (d) a contract made according to this paragraph may be varied or discharged in the same manner in which it is authorised by this rule to be made and a contract under seal, which if made between individuals, might be varied or discharged in writing not under seal, signed by any person interested in the contract, may be similarly varied or discharged in writing not under seal on behalf of the credit union, signed by any person acting under the express or implied authority of the credit union.

- (2) A signature purporting to be made by a person holding any office in the credit union attached to a writing by which any contract purports to be made, varied or discharged by or on behalf of the credit union shall, unless the contrary is proved, be taken to be the signature of a person holding that office at the time when the signature was made.
- (3) Where authority no longer exists for the discharge of the credit union's obligations under paragraph (1), the Registrar may, if he thinks fit, appoint a person to act on behalf of the credit union, and a person so appointed shall have the like powers to make, vary or discharge contracts on behalf of the credit union as if acting under its authority.
- (4) A contract which may be or have been made, varied or discharged according to the provisions of this rule shall be effectual in law and bind the credit union and its successors and all other parties to the contract.

**Rule 50.      *Acquisition, holding and disposal of land***

- (1) The credit union may acquire and hold in its own name any land for the purpose of conducting its business on the land (including erecting a building on the land for that purpose) but for no other purpose.
- (2) The credit union may dispose of any land held by it and, where it does so:
  - (a) no person shall be bound to inquire as to the authority for any dealing with the land by the credit union; and
  - (b) a receipt of the credit union shall be a discharge for all money arising from or in connection with any dealing with land by it.
- (3) For the purposes of paragraph (2) but not paragraph (4), a disposal of land held by the credit union includes the creation, out of the interest held by the credit union, of a lease, sub-lease or lesser interest.
- (4) If a building held by the credit union entirely ceases to be occupied for the purposes of the business of the credit union, the credit union shall dispose of its interest in that building as soon as it is practicable to do so.

**Rule 51.      *Receipt for repayment of secured debt***

On payment of all money intended to be secured to the credit union on the security of any property, the debtor or his successor in title or personal representatives shall be entitled to a receipt in the form set out in the appendix hereto or in a form to substantially the like effect.

**Rule 52.      *Investments***

- (1) Subject to any provision made by regulations by the Minister, the credit union may invest any of its funds which are surplus to its operating requirements and are not immediately required for the purposes of the credit union:
  - (a) in securities in which trustees are for the time being authorised by law to invest;
  - (b) in the shares of or deposits with or loans to a credit union;

- (c) in the shares of a society registered under the Industrial and Provident Societies Acts, 1893 to 1978; or
  - (d) in such other manner as may be prescribed, being a manner appearing to the Minister to be beneficial to the credit union.
- (2) In so far as any such funds of the credit union as are referred to in paragraph (1) are not either:
- (a) invested in accordance with paragraph (1), or
  - (b) kept in cash in the custody of officers of the credit union,
- those funds shall be kept by the credit union on current account with, or otherwise on loan to a credit institution.
- (3) Where any funds of the credit union are on loan to an institution which ceases to be a credit institution, the credit union shall take all practicable steps to call in and realise the loan within the period of three months from the time when the institution so ceased or, if that is not possible, as soon after the end of that period as possible.
- (4) If, at the commencement of section 43 of the Act (namely 1st October 1997), the credit union holds any investments which were permitted before that commencement but do not fall within paragraph 1(a) to (d) above, those investments shall be disposed of
- (a) as soon as a disposal can be made without incurring a loss; and
  - (b) in any event not later than the second anniversary of that commencement or such later date as the Registrar may permit;
- but, prior to such a disposal, the investments shall continue to be regarded as lawful.
- (5) If, at the commencement of section 43 of the Act (namely 1st October 1997), the credit union holds any investments which were not permitted before that commencement but which fall within any of paragraphs (a) to (d) of (1) above, these investments shall be regarded as having been validly made by virtue of this rule.
- (6) Nothing in this rule shall prevent the credit union from making a temporary loan to another credit union.
- (7) The board of directors may provide for the establishment and replenishment of a petty cash fund in an amount not to exceed that decided from time to time by the board of directors.
- (8) The board of directors may establish and maintain a cash fund for the purpose of making change, in an amount not to exceed that decided from time to time by the board of directors.

**Rule 53.      *Special fund for social, cultural etc. purposes***

- (1) By a resolution passed by a majority of its members present and voting at a general meeting, the credit union may establish a special fund to be used by the credit union for such social, cultural or charitable purposes (including community development) as have

been approved, either generally or specifically, by a similar resolution; and any such special fund shall be maintained separately from the rest of the credit union's finances.

- (2) Subject to paragraph (4), moneys may be paid into the special fund established by the credit union under this rule only out of the annual operating surplus of the credit union; and no moneys may be so paid unless the directors are satisfied:
  - (a) that adequate provision has been made out of the surplus in question to cover all current and contingent liabilities and to maintain proper reserves; and
  - (b) that the payment of the moneys into the special fund will not affect the financial stability of the credit union.
- (3) Subject to paragraph (5), the amount of moneys which may be paid as mentioned in paragraph (2) out of the annual operating surplus of any year shall not exceed 0.5 per cent. of the value of the credit union's assets as shown in the accounts for the most recent financial year ending before the date of the payment.
- (4) In respect of the financial year in which the special fund is established, there may be paid into the special fund [in addition to any amount paid as mentioned in paragraph (2)] an amount not exceeding 2.5 per cent. of the accumulated reserves of the credit union, excluding the statutory reserve.
- (5) If, by a resolution passed by not less than two-thirds of the members of the credit union present and voting at a general meeting called for the purpose, the credit union resolves to increase the percentage applicable to it under paragraph (3) to a percentage to which the Registrar has consented in writing, that paragraph shall have effect accordingly.
- (6) Where the credit union has established a special fund under this rule, the social, cultural or charitable purposes for which it is to be used may be varied by a further resolution passed as mentioned in paragraph (1).
- (7) If at any time:
  - (a) the board of directors make a recommendation in writing to the members of the credit union that it is appropriate to wind up the special fund established under this rule, and
  - (b) a resolution for winding up the special fund is passed by a majority of the members of the credit union present and voting at a general meeting,

the moneys standing to the credit of the special fund shall be transferred to the general funds of the credit union and the special fund shall cease to exist.

#### **Rule 54.      *Statutory reserve***

- (1) The credit union shall establish a reserve (to be known as its "statutory reserve") by allocating in respect of each financial year not less than ten per cent. of the surplus funds of the credit union for that purpose.
- (2) In ascertaining the surplus funds of the credit union in respect of a financial year:



- (a) provision shall first be made for all operating expenses of the credit union in that year, together with any necessary provision for depreciation; but
  - (b) no provision shall be made in respect of amounts to be paid by way of dividends.
- (3) The credit union shall not capitalise its statutory reserve by way of bonus shares or distribute it by way of dividends.
- (4) Notwithstanding the provisions of paragraph (1), whenever the board of directors of the credit union so recommend to the members and a majority of the members present and voting at a general meeting by resolution so approve:
- (a) the allocation to its statutory reserve may be increased; or
  - (b) if its statutory reserve at the end of the financial year in question equals or exceeds fifteen per cent. of the sum of the shares balance and the deposits balance, the allocation may be reduced.
- (5) In addition to the statutory reserve, special reserves may be established from time to time by the board of directors or by the members.

**Rule 55.      *Savings protection scheme***

- (1) The credit union shall participate in the Irish League of Credit Unions savings protection scheme.
- (2) The "savings protection scheme" means the scheme established to protect, in whole or in part, the savings of members of the credit union in the event of insolvency or other financial default on the part of the credit union and, for this purpose, "savings" includes shares, deposits and all other funds held by the credit union on behalf of its members.
- (3) Authorised representatives of the Irish League of Credit Unions savings protection scheme shall be entitled to inspect the books of the credit union. All books of account and other records of the credit union shall at any time be made available to the authorised representatives of the Irish League of Credit Unions savings protection scheme. Any such representatives shall have the right to inspect and take copies or extracts of any such books of account or other records.

**Rule 56.      *Insurance against fraud of officers etc.***

- (1) The credit union shall at all times maintain in force, in respect of each financial year, a policy of insurance which complies with any requirements prescribed by the Minister and which insures the credit union in respect of loss suffered or liability incurred by reason of the fraud or other dishonesty of its officers or voluntary assistants.
- (2) By 1st December in each financial year, the credit union shall submit evidence to the Irish League of Credit Unions and to the Registrar of its cover in respect of the insurance required under paragraph (1).

**Rule 57.      *Insurances***

The credit union may purchase and maintain such insurances as the Act may require or permit and as the board of directors or the members in general meeting consider necessary or desirable.



**Rule 58.      *Additional services***

Rules 59 to 63 shall commence only on the commencement of sections 48 to 52 inclusive of the Act.

**Rule 59.      *Power to provide additional services***

(1) Subject to the rules and the Act, the credit union may provide, as principal or agent, additional services of a description that appears to the Registrar to be of mutual benefit to its members, as provided under sections 48 to 52 inclusive, when commenced, of the Act.

(2) In this rule "additional services", in relation to the credit union, means any services other than those:

(a) for which provision is made by sections 26 to 47 inclusive of the Act; or

(b) which are prescribed for the purposes of section 48, when commenced, of the Act as being services the provision of which appears to the Bank to involve no risk to the assets of the credit union or the funds of its members;

and regulations made for the purposes of paragraph (b) may make the exclusion of any services from being additional services conditional on compliance with such conditions as may be prescribed.

(3) In order to enable the credit union to provide additional services of any description:

(a) the credit union must adopt a decision to provide additional services of that description by a resolution passed by not less than two-thirds of the members present and voting at an annual general meeting or at a special general meeting called for the purpose of considering the resolution;

(b) the provision of the services must be approved by the Registrar in accordance with section 49, when commenced, of the Act and the services must be provided in accordance with the terms and conditions of the approval; and

(c) the rules of the credit union must specify the provision of services of that description among the objects of the credit union.

(4) Notice shall be given of a resolution under paragraph (3)(a) as required for a resolution to amend the rules; and notice of the resolution shall contain or be accompanied by a statement giving:

(a) a description of the services which it is proposed to provide;

(b) an assessment of the financial and other implications for the credit union of the provision of those services; and

(c) details of such other matters as the Registrar may by notice in writing require to be brought to the attention of the members of the credit union.

(5) Before giving notice of a resolution as mentioned in paragraph (4) the credit union shall consult the Registrar and the Registrar shall give a preliminary view as to whether and to

what extent the provision of the service would be likely to be approved by him; but the giving of such a preliminary view shall not prejudice the decision of the Registrar under section 49(3), when commenced, of the Act.

- (6) The Registrar may, by directions, specify such requirements as he considers necessary for the credit union to provide additional services; and different requirements may be so specified in relation to different descriptions of additional services.
- (7) The credit union shall not be able or, as the case may be, shall cease to be able to provide additional services of a description to which requirements under paragraph (6) apply if:
  - (a) the credit union does not satisfy those requirements; or
  - (b) within the period of 12 months beginning on the date on which approval for the provision of the services is given under section 49, when commenced, of the Act, the credit union does not begin to provide those services;

but if the credit union ceases to comply with any of those requirements, the cessation shall not, of itself, impose an obligation to dispose of any property or right acquired in connection with the provision of the additional services concerned.

**Rule 60.      *The Registrar's approval of provision of additional services***

- (1) Following the commencement of sections 48 to 52 inclusive of the Act, an application by the credit union for the approval of the provision of additional services of any description (in this rule referred to as an "approved application") shall be made to the Registrar in such manner as he may by rules direct, and shall be accompanied by such information as may be so specified.
- (2) Without prejudice to the generality of the powers of the Registrar under section 49(1), when commenced, of the Act, an approval application shall include information about:
  - (a) the protection of members for whom the services are to be provided from conflicts of interest that might otherwise arise in connection with the provision of the services;
  - (b) the provision proposed for securing that adequate compensation is available to those members in respect of negligence, fraud or other dishonesty on the part of officers or voluntary assistants of the credit union in connection with the provision of the services;
  - (c) the extent to which and the manner in which the provision of the services will require the involvement of persons with particular qualifications or experience;
  - (d) the cost of providing the services;
  - (e) the income expected to accrue from any charges made for the services; and
  - (f) the credit union's proposed principal, in a case where the approval application relates to the provision of services by the credit union as agent for another;

and, where an approval application relates to the provision of additional services of more than one description, the information referred to above shall be given separately in respect of each description of services.

- (3) Having considered an approval application (which complies with section 49(1) and (2), when commenced, of the Act), the Registrar shall give notice, either:
- (a) granting approval;
  - (b) refusing to grant approval; or
  - (c) granting approval subject to whatever conditions (including restrictions or exclusions) he considers appropriate:

and the Registrar shall not grant an approval application in respect of any description of additional services unless he is satisfied that the resolution required by section 48(4)(a), when commenced, of the Act in relation to services of that description has been passed.

- (4) In making his decision on an approval application, the Registrar shall have regard to the interests of the public and of the members and creditors of the credit union, to the orderly and proper regulation of the business of the credit union and to such other considerations as he thinks proper.
- (5) Subject to section 49(6), when commenced, of the Act, within four months of the date on which he received an approval application, the Registrar shall either notify the credit union of his decision on the application or require the credit union to supply to him such additional information as he considers necessary to enable him to reach a decision and, where the Registrar requires the provision of such additional information, he shall notify the credit union of his decision on the approval application not later than four months from the date of his receipt of that additional information.
- (6) Where an approval application relates to the provision of services by the credit union as agent (and not also as principal), section 49(5), when commenced, of the Act shall have effect with the substitution for any reference to four months of a reference to two months.
- (7) Without prejudice to the generality of section 49(3)(c), when commenced, of the Act, the conditions which the Registrar may impose in granting an approval application may, in particular, include provisions about:
- (a) the amount of funds that may be applied by the credit union to the services;
  - (b) whether the credit union may act as principal or agent in providing the services;
  - (c) the period during which the services may be provided;
  - (d) limits on any guarantees, bonds, contracts of suretyship or indemnities given or entered into by the credit union;
  - (e) whether and to what extent the approval of the Registrar is to be obtained in respect of particular proposals;
  - (f) the qualifications required to be held by officers or voluntary assistants of the credit union;

- (g) the avoidance of conflicts of interest;
- (h) the charges to be made in relation to the provision of any services;
- (i) the preparation of accounts in respect of services being provided;

and different conditions may be so imposed in relation to different descriptions of additional services.

- (8) If, before the date on which section 49 of the Act comes into force, the credit union was providing a service which is an additional service, that service shall cease unless, within the period of twelve months after that date, the credit union makes an approval application with respect to that service and complies with section 48 (4)(a), (5) and (6), when commenced, of the Act; and, where such an application is made, the credit union may by virtue of section 49(8), when commenced, of the Act continue to provide that service during that period.

**Rule 61.      *Supplementary provisions as to Registrar's functions***

- (1) The Registrar may commission an independent assessment of the capacity of the credit union to provide any or each description of the additional services in respect of which it has made an approval application; and, if the Registrar so directs, the credit union shall defray the costs of such an assessment.
- (2) If it appears to him appropriate to do so, the Registrar may at any time by notice:
  - (a) withdraw an approval granted under section 49, when commenced, of the Act;
  - (b) revoke or vary any conditions imposed on such an approval; or
  - (c) impose new conditions on such an approval;
 but any such action by the Registrar shall not require the disposal of any property or right already acquired.
- (3) In this rule "approval application" has the same meaning as in section 49, when commenced, of the Act.

**Rule 62.      *Requirements applicable to the credit union providing additional services***

- (1) The credit union shall not make or offer to make a loan to a member subject to a condition that any additional services which the member may require (whether or not in connection with the loan) shall be provided by (or through the agency or assistance of) the credit union.
- (2) Where, in connection with a loan by the credit union, any additional services are made available by the credit union, the credit union shall not make those services available except on terms which distinguish the consideration applicable to each service which is so made available.

**Rule 63.      *Review of Registrar's decisions by Court***

If the credit union is aggrieved by a decision of the Registrar;

- (a) under section 49(3)(b), when commenced, of the Act to refuse to grant approval, or
- (b) under section 50(3)(a), when commenced, of the Act to withdraw an approval granted under section 49, when commenced, of the Act, or
- (c) under section 50(3)(b), when commenced, of the Act to vary any condition imposed on such an approval, or
- (d) to impose any condition on such an approval (whether at the time the approval is granted or later by virtue of section 50(3)(c), when commenced, of the Act),

the credit union may appeal the decision in accordance with section 52 of the Act.

**SECTION 9.      BOARD OF DIRECTORS**

**Rule 64.      *Membership and general provisions***

- (1) The credit union shall have a board of directors.
- (2) At the time of the adoption of these rules, the board of directors shall consist of \_\_\_\_\_ members, all of whom shall be members of the credit union.
- (3) Neither a body corporate nor a person who is under the age of eighteen may be a director.
- (4) The number of directors may be changed to an odd number of not less than seven nor more than fifteen by resolution of an annual general meeting.
- (5) No reduction in the number of directors of the credit union may be made unless this occurs as a result of death, resignation or other action provided for in these rules.
- (6) Whenever the number of members on the board is increased by resolution at an annual general meeting, one half of such additional members shall be elected at the said meeting for one year and one half for two years. Thereafter, their successors in office shall be elected or appointed as in rule 66 and rule 67.

**Rule 65.      *Election***

The first board of directors of the credit union shall be elected from among the members by secret ballot at the organisation meeting of the credit union and, subject to rule 66 and rule 77(3), subsequent vacancies on the board shall be filled from among the members by secret ballot at an annual general meeting.

**Rule 66.      *Terms of office***

- (1) The term of office of a director -
  - (a) shall begin at the conclusion of the general meeting or organisation meeting at which he is elected; and

- (b) shall not extend beyond the third subsequent annual general meeting.
- (2) (a) The regular terms of office for directors shall be fixed at the organisation meeting, or at a general meeting upon any increase or decrease in the number of directors.
- (b) Regular terms shall be so fixed that at each annual general meeting the number of directors whose term of office expires shall, as near as possible, be the same.
- (3) Retiring directors shall be eligible for re-election immediately on retirement.

**Rule 67. *Casual vacancies***

- (1) The board of directors may at any time and from time to time appoint, by a vote of a majority of the directors then holding office, a member of the credit union (including a former director) to be a director to fill a casual vacancy. A director appointed under this rule shall hold office from the date of the appointment to the next following annual general meeting of the credit union, or, if it is earlier, the next special general meeting at which an election is held for members of the board of directors, when he shall be eligible for re-election.
- (2) Where the secretary of the credit union becomes aware that all the directors of the credit union intend to resign on the same date, he shall give written notice of their intention to the Registrar, the Irish League of Credit Unions and the supervisory committee.

**Rule 68. *Regular meetings***

The board of directors shall meet as often as may be necessary for the proper discharge of its business at a date, time and place to be selected by the directors provided that:

- (a) it shall endeavour to meet once a month but, as a minimum, shall hold not less than ten meetings in any year; and
- (b) the interval between any two meetings of the board shall not be greater than six weeks.

**Rule 69. *Quorum***

- (1) A majority of the number of directors specified in the rules (inclusive of any vacancies) shall constitute a quorum for the transaction of any business at any meeting of the board of directors, but fewer than a quorum may adjourn to any date not less than two nor more than thirty days from the date of the meeting.
- (2) The quorum for an adjourned meeting shall be five or such greater number as the board of directors has previously decided by resolution.
- (3) Notice of an adjourned meeting shall be given as provided in rule 71.

**Rule 70. *Additional meeting***

The chairman or, in his absence, the vice-chairman, may call a special meeting of the board of directors at any time and shall do so upon the written request of any five directors. The chairman

or, in his absence, the vice-chairman shall fix the date, time and place of such meetings unless the board, by resolution, decides otherwise.

**Rule 71.      *Notice***

All meetings of the board shall be summoned in such manner as the board of directors may from time to time resolve.

**Rule 72.      *Removal of a director from office***

- (1) Subject to paragraph (2), the credit union may, by resolution of a majority of the members present and voting at a special general meeting called for that purpose, remove a director from office.
- (2) The secretary shall, not less than twenty one days before the date of the special general meeting at which it is proposed to move the resolution referred to in paragraph (1), give written notice of the meeting to the director concerned.
- (3) Where notice is given of such a resolution as is mentioned in paragraph (1) and the director concerned makes, in relation to it, representations in writing to the credit union (not exceeding a reasonable length) and requests their notification to the members of the credit union, the credit union shall, subject to paragraph (5) (unless the representations are received by it too late to do so):
  - (a) in any notice of the proposed resolution given to members of the credit union, state the fact of the representations having been made; and
  - (b) send a copy of the representations to every member of the credit union to whom notice of the meeting is sent (whether before or after the credit union receives the representations).
- (4) Subject to paragraph (5), and whether or not copies of any representations made by him have been sent as mentioned in paragraph (3), the director concerned may require that, without prejudice to his right to be heard orally, the representations made by him shall be read out at the special general meeting.
- (5) Paragraphs (3) and (4) shall not apply if, on the application either of the credit union or of any person who claims to be aggrieved, the Registrar is satisfied that compliance with the paragraphs would diminish substantially public confidence in the credit union or that the rights conferred by them are being, or are likely to be, abused in order to secure needless publicity for defamatory matter.
- (6) A vacancy arising from the removal of a director under this rule shall be filled in accordance with the provisions of rule 67.

**Rule 73.      *Voting***

Each director shall have one vote on any matter at a meeting of the board of directors provided that the chairman of the meeting shall have a second or casting vote in the event of equality of voting.



**Rule 74.      *Minutes***

Minutes of all meetings of the board of directors shall be recorded by the secretary and shall be signed at the next meeting by the chairman and by the secretary and shall contain the following particulars:

- (a) the date and place of meeting;
- (b) the names of the members present;
- (c) the name of the presiding member;
- (d) a short statement on all matters discussed, resolutions proposed and decisions made, and a record as to whether each decision was made unanimously or by a majority.

The signed minutes shall be maintained in a bound minute book.

**Rule 75.      *Powers and functions***

Subject to law and these rules the board of directors shall have responsibility for the general control, direction and management of the affairs, funds and records of the credit union and, more particularly, shall have the following functions:

- (1) the making of decisions in regard to applications for membership including the appointment of a membership committee;
- (2) the making of decisions on applications for loans including the appointment of a credit committee or credit officer for this purpose;
- (3) supervising the collection of loans to members, and authorising the charge-off of uncollectable loans, and considering any application of a member for the postponement of any payment or payments on a loan;
- (4) the fixing from time to time of the amount of the surety bond required by section 73 of the Act in respect of any officer of the credit union who has custody of funds or other property of the credit union and authorising the payment of the premium or premiums thereon by the credit union;
- (5) the fixing from time to time of the rate of interest to be charged on loans to members, and of the rate of interest to be paid on deposits;
- (6) the fixing from time to time of the maximum numbers of shares in the credit union which may be held by a member and of the maximum amount that a member may deposit with the credit union, such limits to apply equally to all members;
- (7) the fixing from time to time of the maximum amount which may be on loan at a particular time to a member in respect of loans, such limits to apply equally to all members;
- (8) the making of decisions in respect of the investment of funds of the credit union;
- (9) the employment and the terms of employment of such person or persons as the board of directors consider necessary for the purposes of the credit union;



- (10) recommending any honorarium which the treasurer or any assistant treasurer may receive for his services on behalf of the credit union, subject to the approval of the annual general meeting provided that the annual general meeting may not increase the amount so recommended by the board of directors;
- (11) the sanctioning of expense payments whether by way of expense claim or invoice;
- (12) remunerating necessary clerical and auditing assistance employed or utilised by the supervisory committee;
- (13) the purchase, sale, renovation, repair and alteration of property and land for the credit union; and otherwise deal with such land or property and any rights thereover and any interest therein, on behalf of the credit union in accordance with rule 50;
- (14) the borrowing of money by the credit union;
- (15) the administering of any fund set aside out of the surplus funds of the credit union in accordance with rule 53;
- (16) the designating of depositories for the funds of the credit union, and signatories to cheques, drafts or similar documents drawn on an account of the credit union;
- (17) the removal from office of an officer or committee member, except members of the supervisory committee, for failure to perform his duties;
- (18) submitting of the accounts of the credit union for audit;
- (19) making of arrangements for the annual general meetings, meetings of the board of directors and other meetings as deemed necessary from time to time;
- (20) recommending to the annual general meeting of members:
  - (a) for their declaration, dividends on shares, provided that no dividend declared by the members shall exceed the amount recommended by the board of directors;
  - (b) when deemed advisable, the partial refunding of moneys received as interest on loans;
  - (c) for their approval, that allocations to the statutory reserve be increased or reduced in accordance with rule 54 of these rules;
  - (d) amendments to these rules;
  - (e) additional services under sections 48 - 52, when commenced, of the Act;
- (21) convening of a special general meeting in accordance with section 79 of the Act whenever they think fit;
- (22) filling any casual vacancy occurring in the board of directors between annual meetings, in accordance with rule 67;

- (23) filling any casual vacancy occurring between annual meetings in the office of auditor;
- (24) filling any casual vacancy arising in the credit committee, credit control committee and in the membership committee;
- (25) during the absence or disability of any officer, appointing another member of the credit union to act temporarily in his stead;
- (26) the adopting of a common seal or altering the same;
- (27) providing for the disposition of dormant accounts in accordance with rule 22;
- (28) appointing such committees or officers as the board of directors considers desirable or necessary to assist it in the proper discharge of the business of the credit union;
- (29) performing or authorising any action consistent with law and these rules not specifically reserved to the members by the Act and these rules;
- (30) the taking, in accordance with the instructions of the members at a general meeting of the credit union, of any lawful action not inconsistent with these rules; and
- (31) informing the annual general meeting of members of the total deposits held, and the interest rates, terms and conditions, applicable to them.

**Rule 76.      *Acts of a director***

The acts of a director of the credit union shall be valid notwithstanding any defect in the appointment of the director which may be subsequently discovered.

**Rule 77.      *Supplemental provisions***

- (1) A register of directors shall be kept by the secretary of the credit union and signed by all the directors each year after the annual general meeting or, in the case of a director appointed to fill a casual vacancy, after his appointment.
- (2) In the event that the number of directors of the credit union falls to less than half the number specified in rule 64(2), the secretary shall forthwith notify the Registrar and the supervisory committee of the credit union.
- (3) Where any of the following events occurs:
  - (a) the secretary of the credit union has given notice under section 54(5) of the Act that all the directors of the credit union intend to resign on the same date,
  - (b) all the directors have been removed or suspended in accordance with section 96(1) of the Act, or
  - (c) there is no board of directors,

the supervisory committee shall convene a special general meeting of the credit union, within one month of the occurrence of the event in question, to elect a board of directors.

- (4) If the special general meeting referred to in paragraph (3) is not convened in accordance with the provisions of that paragraph, the Registrar may convene such a special general meeting under section 92(1)(b) of the Act.
- (5) A director of the credit union who is also a member of the membership committee, credit committee or credit control committee thereof, or who is also chairman, vice-chairman, treasurer or secretary thereof shall, upon ceasing to hold office as a director, cease to be a member of any of the committees aforesaid, or cease to hold any of the offices aforesaid.

## **SECTION 10. SUPERVISORY COMMITTEE**

### **Rule 78. *Membership and duty in general***

The credit union shall have a supervisory committee which shall consist of \_\_\_\_\_ members. It shall consist of three or five members and shall have the general duty of overseeing the performance by the directors of their functions.

### **Rule 79. *Election***

The first supervisory committee of the credit union shall be elected from among the members by secret ballot at the organisation meeting of the credit union and, subject to rule 82 and rule 88(4), subsequent vacancies on the committee shall be filled from among the members by secret ballot at an annual general meeting.

### **Rule 80. *Chairman and secretary***

- (1) The supervisory committee shall choose from its number a chairman and secretary. The offices of chairman and secretary shall not be held by the same person.
- (2) The secretary shall prepare and have custody of records of all decisions and actions taken by the committee.

### **Rule 81. *Term of office***

- (1) The term of office of a member of the supervisory committee:
  - (a) shall begin at the conclusion of the general meeting or organisation meeting at which the member is elected; and
  - (b) shall not extend beyond the third subsequent annual general meeting; and
- (2) The regular terms of office for members of the supervisory committee shall be so fixed at the organisation meeting, or at a general meeting upon any increase to five members or decrease to three members, that:
  - (a) where the committee consists of three members, one shall retire at each annual general meeting;
  - (b) where the committee consists of five members, two shall retire at each annual general meeting;
  - (c) subject to paragraph (d), the members to retire at any time shall be those who have served longest since they were last elected; and

- (d) as between members who were last elected on the same day, the member (or members) to retire shall be determined by agreement or, in default of agreement, by the drawing of lots.
- (3) A retiring member of the supervisory committee shall be eligible for re-election or appointment.

**Rule 82.      *Casual vacancy***

If a casual vacancy arises in the membership of the supervisory committee then, within one month of the vacancy arising, the committee shall appoint a member of the credit union (who may, if the committee thinks fit, be a former member of the committee) to fill the vacancy; and the member so appointed shall hold office until the next general meeting at which an election is held for members of the supervisory committee.

**Rule 83.      *Resignation of supervisory committee***

Where the secretary of the supervisory committee becomes aware that all the members of the supervisory committee intend to resign on the same date, he shall give written notice of their intention to the Registrar, the Irish League of Credit Unions and the board of directors.

**Rule 84.      *Ineligibility***

None of the following shall be a member of the supervisory committee of the credit union:

- (a) a member of the credit union who is under the age of eighteen;
- (b) a director of the credit union;
- (c) an employee of the credit union (full or part-time);
- (d) a person who performs any other function in the credit union;
- (e) a body corporate.

**Rule 85.      *Procedural provisions***

- (1) The supervisory committee shall:
  - (a) hold at least one meeting in each month;
  - (b) hold, at least four times in a year, a meeting with the board of directors to review the directors' performance of their functions;
  - (c) submit, in advance of a meeting referred to in paragraph (1)(b), a written report to the board of directors on the directors' performance of their functions.
- (2) Members of the supervisory committee shall have the right to attend all meetings of the board of directors and all meetings of committees of the credit union.

- (3) The supervisory committee may notify the Registrar of any concern it may have as to the proper conduct of the credit union following a unanimous vote at a meeting of the committee called for the purpose of considering such a notification.

**Rule 86.      *Functions of the supervisory committee***

- (1) Without prejudice to the generality of rule 78, the supervisory committee shall:
  - (a) keep minutes of meetings held by it;
  - (b) make or cause to be made, not less than twice in the period before the next annual general meeting, an examination of the books and documents of the credit union and that examination shall include an inspection of securities, cash accounts and all records relating to loans;
  - (c) make, or cause to be made, once in the period before the next annual general meeting, a comparison between the pass-book or statement of account of a random sample of at least ten per cent. of all the members of the credit union and the appropriate records of the credit union;
  - (d) ascertain that all actions and decisions of the officers relating to the affairs of the credit unions are in accordance with law and these rules;
  - (e) furnish a written report on the result of its examinations and enquiries to the next annual general meeting or, if it thinks fit, to a special general meeting.
  - (f) complete such returns or reports which may from time to time be deemed necessary by the supervisory committee or the members in general meeting.
- (2) The supervisory committee shall have access, at all times, to the books and documents of the credit union.

**Rule 87.      *Removal from office***

- (1) Subject to paragraph (2), the credit union may, by resolution of a majority of the members present and voting at a special general meeting called for that purpose, remove a member of the supervisory committee from office.
- (2) The secretary of the credit union shall, not less than twenty one days before the date of the special general meeting at which it is proposed to move a resolution referred to in paragraph (1), give written notice of the meeting to the member concerned.
- (3) Where notice is given of such a resolution as is mentioned in paragraph (1) and the member of the supervisory committee concerned makes in relation to it representations in writing to the credit union (not exceeding a reasonable length) and requests their notification to the members of the credit union, the credit union shall, subject to paragraph (5), (unless the representations are received by it too late to do so):
  - (a) in any notice of the proposed resolution given to members of the credit union, state the fact of the representations having been made; and

- (b) send a copy of the representations to every member of the credit union to whom notice of the meeting is sent (whether before or after the credit union receives the representations).
- (4) Subject to paragraph (5), and whether or not copies of any representations made by him have been sent as mentioned in paragraph (3), the member of the supervisory committee concerned may require that, without prejudice to his right to be heard orally, the representations made by him shall be read out at the special general meeting.
- (5) Paragraphs (3) and (4) shall not apply if, on the application either of the credit union or of any person who claims to be aggrieved, the Registrar is satisfied that compliance with the paragraphs would diminish substantially public confidence in the credit union or that the rights conferred by them are being, or are likely to be, abused in order to secure needless publicity for defamatory matter.
- (6) A vacancy arising from the removal of a member of a supervisory committee under this rule shall be filled in accordance with the provisions of rule 82.

**Rule 88.      *Supplemental provisions***

- (1) A register of the members of the supervisory committee shall be kept by the secretary of the credit union and shall be signed by each member of the supervisory committee after an annual general meeting or, in the case of a member appointed to fill a casual vacancy, after his appointment.
- (2) In the event that the number of members of the supervisory committee falls to less than half the number specified in these rules, the secretary of the supervisory committee shall forthwith notify the Registrar and the board of directors.
- (3) The acts of a member of the supervisory committee of a credit union shall be valid notwithstanding any defect in the election or appointment of the member which may subsequently be discovered.
- (4) Where any of the following events occurs:
  - (a) the secretary of the supervisory committee has given notice that all the members of the supervisory committee intend to resign on the same date;
  - (b) all the members of the supervisory committee have been removed or suspended in accordance with section 96(1) of the Act; or
  - (c) there are no members of the supervisory committee,
 the board of directors shall convene a special general meeting of the credit union, within one month of the occurrence of the event in question, to elect a supervisory committee.
- (5) If the special general meeting referred to in paragraph (4) is not convened in accordance with the provisions of that paragraph, the Registrar may convene such a special general meeting under section 92(1)(b) of the Act.
- (6) The credit union shall meet all such expenses as may be reasonably incurred by its supervisory committee in carrying out its function.

## **SECTION 11.        PRINCIPAL POSTS: DUTIES**

### **Rule 89.        *Principal posts***

(1)    At a meeting of the board of directors of the credit union:

- (a)    which is held immediately after the organisation meeting, an annual general meeting or special general meeting at which an election is held for members of the board of directors, and
- (b)    which is chaired by a member of the supervisory committee,

the board shall elect by secret ballot directors to fill such of the principal posts in the credit union as are then vacant; and, for the purposes of this rule, the principal posts in the credit union are the posts of chairman (or president), vice-chairman (or vice-president), treasurer and secretary. The term of office of the holder of a principal post shall be until the conclusion of the next annual general meeting following his election to that post; and a person who has been a holder of a principal post shall be eligible for re-election to that post.

- (2)    In the event of a casual vacancy in a principal post, the board of directors may by secret ballot elect a director to hold that post until the next meeting at which, in accordance with paragraph (1), an election should be held to fill any such vacancy.
- (3)    Without prejudice to paragraph (2), if a principal post falls vacant or for any other reason there is no holder of a principal post, anything that is required or authorised to be done by the holder of that post may be done by a director authorised in that behalf by the board of directors.
- (4)    The chairman (or president) or secretary of the credit union shall notify the Registrar and the Irish League of Credit Unions in writing of the election, appointment, retirement, removal or resignation from office of a chairman (or president), vice-chairman (or vice-president), director, secretary, treasurer or committee member and the notification shall:
  - (a)    be made within fourteen days of the election, appointment, retirement, removal or resignation; and
  - (b)    state the full name and address of the officer concerned.

### **Rule 90.        *Chairman***

The chairman shall preside at meetings of the members and at meetings of the board of directors. He shall perform such other duties as customarily appertain to the office of chairman or as he may be directed to perform by the board of directors not inconsistent with the provisions of the law or these rules. At any meeting of the board he shall, in the event of equality of voting, have a second or casting vote.



**Rule 91.      *Vice-chairman***

The vice-chairman shall exercise the duties of the chairman during the latter's absence or inability to act.

**Rule 92.      *Secretary***

The secretary of the credit union shall give, or cause to be given proper notice of all meetings of the members and of the board of directors and shall prepare and maintain minutes of all meetings thereof, and shall perform such other duties not inconsistent with the provisions of the law and these rules as the board of directors may from time to time direct.

**Rule 93.      *Treasurer***

- (1) The treasurer of the credit union shall act as the managing director of the credit union and shall, not later than the last day of each month, submit to the board of directors (in unaudited form and described as such) a financial statement showing:
  - (a) the income and expenditure of the credit union for the period from the beginning of the current financial year to the end of the preceding month; and
  - (b) a balance sheet for the same period.
- (2) Subject to such limitations and controls as may be imposed by the board of directors, the treasurer of the credit union shall:
  - (a) ensure that proper systems of internal control are kept by the credit union;
  - (b) have custody of all funds, securities and documentation relating to the assets of and other assets of the credit union;
  - (c) provide, or cause to be provided, and maintain full complete records of all assets, liabilities, income and expenditure of the credit union;
  - (d) prepare, or cause to be prepared, and submit to the auditor of the credit union such financial reports and returns required by the auditor;
  - (e) ensure that all cash is deposited in accordance with the instructions of the board of directors;
  - (f) report to the members of the credit union at the annual general meeting of the credit union; and
  - (g) in the exercise of his functions, comply with any instruction of the board of directors.
- (3) With the approval of the board of directors, the treasurer may at any time delegate any function to a director who, in the opinion of the treasurer, is capable of discharging the function in a proper and competent manner.



- (4) A director to whom a function has been delegated in accordance with paragraph (3) shall be referred to as an "assistant treasurer" and shall comply with any instructions, limitation or control imposed by the treasurer and approved by the board of directors.
- (5) Neither the treasurer nor an assistant treasurer shall be eligible for membership of any of the following committees of the credit union:
  - (a) the credit committee;
  - (b) the credit control committee;
  - (c) the membership committee.
- (6) Nothing in these rules affects the power of the credit union to appoint, in addition to the treasurer, a manager who is not a director and whose functions are defined by the board of directors.

## **SECTION 12. CREDIT COMMITTEE**

### **Rule 94. *Membership and duty in general***

- (1) The board of directors shall appoint a credit committee of not less than three members of the credit union, at least one of whom shall be a director, which shall consider and decide on applications for credit.
- (2) A member of the credit control committee, the credit control officer, credit officer, treasurer or an assistant treasurer shall not be eligible for membership of the credit committee.

### **Rule 95. *Chairman and secretary***

- (1) The credit committee shall choose from its number a chairman and a secretary. The offices of chairman and secretary shall not be held by the same person.
- (2) The secretary shall prepare and maintain complete records of all meetings of the committee.

### **Rule 96. *Meetings***

The credit committee shall meet as often as necessary to carry out its functions, but not less frequently than once a month. Notice of such meetings shall be given to the committee members in such manner as the committee may from time to time prescribe.

### **Rule 97. *Report to the board***

The credit committee shall:

- (a) submit a written report to the board of directors at each meeting of the board; and
- (b) comply with any instruction of the board of directors.

**Rule 98.      *Approval of loans***

Loans shall be approved in accordance with rule 45.

**Rule 99.      *Credit officer***

(1)    The board of directors shall:

- (a)    appoint a person, other than the treasurer, an assistant treasurer or a member of the credit committee or a member of the credit control committee or a credit control officer, as a credit officer to work under the supervision of the credit committee; and
- (b)    delegate to the credit officer the power to approve credit:
  - (i)     that is fully secured by the shareholding of the borrowing member or to an amount, specified in writing by the board of directors, in excess of that shareholding; or
  - (ii)    that qualifies as emergency credit within such definitions and limitations as to amount, the terms of repayment and security required for emergency credit as may be established in writing by the board of directors;

and the amount in the excess referred to in paragraph (1)(b)(i) shall be determined from time to time by the board of directors.

(2)    A record of each application for credit which has or has not been approved shall be furnished by the credit officer to the credit committee within seven days of receipt of the application.

**Rule 100.     *Duties of credit committee and/or credit officer***

The credit committee and/or a credit officer shall inquire into the character and financial circumstances of an applicant for credit and the security offered, if any, in order to:

- (a)    ascertain the applicant's ability to repay a loan in accordance with its terms, and
- (b)    determine whether the loan is for a provident or productive purpose.

**Rule 101.     *Record of applications***

The record of applications for credit furnished by the credit officer under rule 99(2) shall be considered by the credit committee at its next following meeting and become part of the records of the credit union.

**Rule 102.     *Security***

(1)    Subject to the limits imposed by the Act, regulations and these rules, and the general policies or specific directives of the board of directors, the credit committee or the credit officer shall determine the security, if any, required for each loan and the terms upon which it shall be repaid.

- (2) When funds are not available to make all the loans for which there are applications, preference shall be given to the applications for smaller loans if the need and credit factors are comparable.

**Rule 103.     *Appeal against non-approval of loan***

An appeal against non-approval of a loan by the credit officer or the credit committee shall be in accordance with rule 46.

**SECTION 13.       CREDIT CONTROL COMMITTEE**

**Rule 104.     *Membership and duty in general***

- (1) The board of directors shall appoint a credit control committee of not less than three members of the credit union, at least one of whom shall be a director, which shall seek to ensure the repayment of loans by members of the credit union in accordance with their loan agreements.
- (2) A member of the credit committee, a credit officer, the credit control officer, treasurer or an assistant treasurer shall not be eligible for membership of the credit control committee.

**Rule 105.     *Chairman and secretary***

- (1) The credit control committee shall choose from its number a chairman and a secretary. The offices of chairman and secretary shall not be held by the same person.
- (2) The secretary shall prepare and maintain complete records of all meetings of the committee.

**Rule 106.     *Meetings***

The credit control committee shall meet as often as necessary to carry out its functions, but not less frequently than once a month. Notice of such meetings shall be given to the committee members in such manner as the committee may from time to time prescribe.

**Rule 107.     *Report to the board***

The credit control committee shall:

- (a) submit a written report to the board of directors at each meeting of the board; and
- (b) comply with any instruction of the board of directors.

**Rule 108.     *Credit control officer***

The board of directors shall appoint a person, other than the treasurer, an assistant treasurer, or member of the credit control committee, or member of the credit committee or a credit officer, as a credit control officer to assist the credit control committee and work under its supervision and control.

## **SECTION 14. MEMBERSHIP COMMITTEE**

### **Rule 109. *Membership***

- (1) The board of directors shall appoint a membership committee, at least one of which shall be a director, which shall consider and decide on applications for membership of the credit union.
- (2) The treasurer or an assistant treasurer shall not be eligible for membership of the membership committee.

### **Rule 110. *Chairman and secretary***

- (1) The membership committee shall choose from its number a chairman and a secretary. The offices of chairman and secretary shall not be held by the same person.
- (2) The secretary shall prepare and maintain complete records of all meetings of the committee.

### **Rule 111. *Meetings***

The membership committee shall:

- (a) meet as often as necessary to carry out its functions;
- (b) submit a written report to the board of directors at each meeting of the board; and
- (c) comply with any instruction of the board of directors.

### **Rule 112. *Duties***

Subject to these rules and the Act, the membership committee shall:

- (1) ascertain and determine that an applicant is eligible for membership;
- (2) explain to such applicant the requirements for admission to membership and the conditions for retaining membership;
- (3) assist him in filling in all necessary application forms;
- (4) accept entrance fees and initial share payments;
- (5) admit persons to membership;
- (6) issue numbered passbooks or other evidence of membership to new members; and
- (7) deliver a copy of these rules to every person on demand, on payment of a sum not exceeding €1 or such larger sum as may for the time being be prescribed by the Minister.

### **Rule 113. *New members and doubtful applications***

The membership committee shall:

- (a) at least once in every month notify the board of directors of the names and membership numbers of the new members whose applications they have approved; and
- (b) where there is a doubt in respect of an applicant's qualification for membership of the credit union, submit the application for membership to the board of directors for a decision.

## **SECTION 15. OTHER COMMITTEES**

### **Rule 114. *Other committees***

The board of directors may appoint a planning and development committee, at least one member of which shall be a director, an education committee and other committees.

## **SECTION 16. SUSPENSION AND REMOVAL OF OFFICERS BY THE SUPERVISORY COMMITTEE**

### **Rule 115. *Suspension and removal of officers by the supervisory committee***

- (1) If the supervisory committee of the credit union considers that an officer who is not an employee has taken any action or decision which, in the opinion of the committee, is not in accordance with the law or the registered rules, then, after consulting the Registrar, it may either:

- (a) suspend the officer by a unanimous vote of all the members of the committee taken at a meeting of the committee called for the purpose of considering his suspension; or
- (b) convene a special general meeting of the credit union to consider whether to remove the officer in the light of the action or decision taken by him;

but no action shall be taken under this paragraph without the officer concerned being given an opportunity to be heard by the members of the supervisory committee.

- (2) If an officer who has been suspended by the supervisory committee in accordance with paragraph (1)(a) does not resign within seven days of the vote by the committee, the committee shall convene, for a date not more than twenty one days after the expiry of those seven days, a special general meeting:

- (a) for the purpose of reviewing the suspension; and
- (b) to consider whether to remove the officer in the light of the action or decision taken by him.

- (3) Without prejudice to the requirements of section 80 of the Act, not less than ten days before:

- (a) the date of a meeting of the supervisory committee called as mentioned in paragraph (1)(a), and
- (b) the date of a special general meeting convened as mentioned in paragraph (1)(b) or paragraph (2),

the supervisory committee shall give written notice of the meeting to the Registrar, the Irish League of Credit Unions and to the officer concerned.

- (4) At a special general meeting held under this rule, the members of the credit union, according to the purpose or purposes for which the meeting was convened, may, by secret ballot:

- (a) ratify the suspension of the officer concerned and remove him from office;
- (b) rescind the suspension of that officer; or
- (c) remove that officer from office;

but no officer shall be so removed from office without being given an opportunity to be heard by the members present at the meeting.

- (5) Where an officer of a credit union is removed from office at a special general meeting under (a) or (c) of paragraph (4), the vacancy caused by the removal shall be filled in such manner as may be determined by the meeting.

## **SECTION 17. APPOINTED OFFICERS**

### **Rule 116. *Money laundering reporting officer***

The board of directors of the credit union shall appoint an experienced member of the board of directors or a senior member of staff as money laundering reporting officer to whom all reports of suspected money laundering offences will be directed, assessed and, where appropriate, passed to the Gardaí and the Revenue Commissioners, in accordance with the Criminal Justice Act, 1994 (as amended).

### **Rule 117. *Training liaison officer***

The board of directors shall appoint a training liaison officer, the duties of whom shall include the carrying out of, or cause to be carried out, a training needs analysis for credit union personnel to help to co-ordinate training programmes.

### **Rule 118. *Youth development officer***

The board of directors shall appoint a youth development officer, the duties of whom shall include the development of a youth policy for the credit union having accumulated relevant information on the youth population within the common bond.

## **SECTION 18. MANAGEMENT - GENERAL PROVISIONS**

### **Rule 119. *Limit on remuneration***

- (1) The credit union shall not pay any remuneration, directly or indirectly, to:
- (a) a director of the credit union, or
  - (b) a member of the supervisory committee, credit committee, credit control committee or membership committee,

for any service performed by that person in that capacity.

- (2) Nothing in paragraph (1) shall be regarded as prohibiting the payment (or reimbursement) of expenses:
  - (a) which are necessarily incurred by a director or committee member in the course of performing any service on behalf, or for the benefit, of the credit union; and
  - (b) which are approved by a majority of the directors voting at a meeting of the board.
- (3) Nothing in paragraph (1) shall be regarded as prohibiting any officer or voluntary assistant of the credit union, acting not as such but in his professional capacity, from tendering for the supply of, and if successful supplying, goods or services to the credit union.
- (4) In any year the treasurer may be paid such remuneration (whether described as such or as an honorarium or otherwise) as:
  - (a) may from time to time be approved prior to its payment (or the payment of any part of it) by the members in general meeting; and
  - (b) shall be paid only in respect of work carried out by him during the previous financial year of the credit union as defined in section 107 of the Act; and
  - (c) shall not be paid free of income and other relevant taxes, where applicable; and
  - (d) does not exceed an amount recommended by the board of directors.

**Rule 120.     *Conflicts of interest***

- (1) No officer or voluntary assistant shall set up an account or make any change in the books or systems of the credit union in respect of his own account or the account of any members of his family.
- (2) An officer of the credit union shall not, in any manner, directly or indirectly, participate in the consideration or determination of any matter in which he, or a body with which he is connected, has a pecuniary interest and, accordingly, an officer shall withdraw from any meeting at which such a matter is to be considered or determined.
- (3) If, apart from this paragraph, the withdrawal of an officer from a meeting in pursuance of paragraph (2) would cause the meeting to become inquorate, the remaining members shall be treated as constituting a quorum while the matter in question is being considered or determined.
- (4) An officer of a credit union who is or becomes interested, directly or indirectly, in a contract made or proposed to be made by the credit union shall declare the nature of his interest in writing to the board of directors as soon as possible after the contract is made or proposed or, as the case may be, after he becomes so interested.
- (5) A declaration under paragraph (4) shall be made:
  - (a) in person at a meeting of the board of directors at which the contract is to be considered; or

- (b) if the contract is not likely to be considered at such a meeting, by a notice in writing addressed to the board of directors and served on the secretary;

and where a notice is served as mentioned in paragraph (5)(b), the secretary shall read the notice at the next meeting of the board of directors.

- (6) Subject to paragraph (7), for the purposes of this rule, a general notice in writing which is given by an officer of the credit union to the board of directors and is to the effect that:

- (a) the officer is connected (whether as member, director, employee or otherwise) with a specified body and is to be regarded as interested in any contract which, after the date of the notice, may be made with that body, or
- (b) the officer is to be regarded as interested in any contract which, after the date of the notice, may be made with a specified person who is connected with him,

shall be deemed to be a sufficient declaration of interest in relation to any such contract.

- (7) A notice under paragraph (6) shall be of no effect unless and until:

- (a) it is given in writing in person at a meeting of the board of directors; or
- (b) it is given in writing addressed to the board of directors and served on the secretary;

and where a notice is given as mentioned in paragraph (7)(b), the secretary shall read the notice at the next meeting of the board of directors.

- (8) The provisions of this rule shall apply in relation to a transaction or arrangement as they apply in relation to a contract; and for the purposes of this rule an officer of the credit union shall be regarded as connected with a particular body if he has an interest in the body whether directly or indirectly and whether as member, director, employee, shareholder or otherwise.

- (9) Within three days (excluding a Saturday, Sunday or public holiday) after a declaration or notice under this rule is made or given, the secretary of the credit union concerned shall cause a copy of the declaration or notice to be entered in a register kept for the purpose; and that register :

- (a) shall be open for inspection without charge by any officer, auditor or member of the credit union; and
- (b) shall be available at every general meeting of the credit union and, if adequate notice in advance is given to the secretary by any director, at any meeting of the board of directors.

#### **Rule 121.     *Required signatories, etc.***

- (1) None of the documents specified in paragraph (2) shall be effective in law to bind a credit union unless signed by at least two officers of the credit union, one of whom shall be a member of the board of directors.



- (2) The documents to which paragraph (1) applies are any of the following, so far as not required by law to be under the seal of the credit union:
  - (a) a conveyance or transfer of property of any description by the credit union; and
  - (b) any other document by which the credit union enters into an obligation of any description, other than the depositories for the funds of the credit union designated by the board of directors and signatories to cheques, drafts or similar documents drawn on an account of the credit union.
- (3) The provisions of this rule are without prejudice to any provision requiring a document to be executed under seal and to any additional provisions as to signatures imposed by the Registrar by way of condition under section 49, when commenced, of the Act.
- (4) All disbursements of funds shall be in such form and authorised by such officer(s) as may be determined by the board of directors from time to time and subject to whatever safeguards that the board of directors shall decide.

**Rule 122.     *Confidentiality of information***

- (1) Subject to paragraph (2), during his term of office or at any time thereafter, an officer or voluntary assistant of the credit union shall not disclose or permit to be disclosed any information which concerns an account or transaction of a member with, or any other business of, the credit union.
- (2) Paragraph (1) does not apply to a disclosure of information:
  - (a) if or to the extent that it is necessary for the proper conduct of the business of the credit union; or
  - (b) which is required by a court in connection with any proceedings; or
  - (c) which is made with the consent of the person to whom the information relates and, where not the same person, of the person from whom the information was obtained; or
  - (d) which, in a case where the credit union is acting or has acted as agent for a person, is made to that person in respect of that capacity; or
  - (e) where the information is in the form of a summary or collection of information and is so framed as not to enable information relating to a particular member to be ascertained from it; or
  - (f) which, in the opinion of the Registrar, is necessary for the protection of the funds of shareholders in or depositors with the credit union or to safeguard the interests of the credit union; or
  - (g) which is made to the Registrar or the Irish League of Credit Unions for the purposes of their functions in relation to credit unions.
- (3) As soon as practicable after the beginning of his term of office or, in the case of any person whose term of office began before the commencement of the Act (namely 1st

October 1997), after that commencement, every officer or voluntary assistant of the credit union shall, in such manner as the Registrar may determine:

- (a) be informed by the credit union of his obligations under this rule; and
- (b) in writing acknowledge that he has been so informed and understands his obligations.

To that effect, immediately on election or appointment, or as soon as possible thereafter, such persons shall sign a declaration of secrecy form and such signing shall be renewed annually while the positions referred to are held.

- (4) Any reference in the preceding provisions of this rule to a term of office means:
  - (a) in relation to an officer who is an employee, the period of his employment; and
  - (b) in relation to a voluntary assistant, the period during which he is engaged in the operation of the credit union.

**Rule 123.     *Persons disqualified from acting***

- (1) A person who has been adjudicated bankrupt and whose bankruptcy still subsists or who has been convicted of an offence in relation to a credit union or an offence involving fraud or dishonesty shall not:
  - (a) sign an application form for the registration of a society as a credit union;
  - (b) be qualified to be appointed or to act as a director, member of the supervisory committee, member of a principal committee, voluntary assistant, auditor, receiver or liquidator of the credit union; or
  - (c) directly or indirectly take part in or be concerned in the management or operation of the credit union; or
  - (d) permit his name to be put forward for election or appointment to any of the positions referred to in paragraph (1)(b).
- (2) If a person who is a member of the board of directors or of the supervisory committee or of a principal committee of the credit union is adjudicated bankrupt or convicted of such an offence as is referred to in paragraph (1), he shall forthwith cease to hold his office and the vacancy thereby created shall be deemed to be a casual vacancy and be filled accordingly.
- (3) A decision of the board of directors of the credit union shall not be affected by the presence at a meeting of the board of a person who, by virtue of this rule, is disqualified from being a director; but any vote which such a person purports to cast shall be disregarded.

**Rule 124.     *Giving of security by officers etc.***

- (1) Before taking up office, every officer or voluntary assistant of the credit union who will have the receipt or charge of money shall give security in such sum as the board of directors may direct conditioned:
  - (a) for his rendering at all due times a just and true account of all money received and paid by him on account of the credit union; and
  - (b) for the payment by him of all sums due from him to the credit union in his capacity as an officer or voluntary assistant.
- (2) In paragraph (1)(a), "at all due times" means at such times as the credit union or its board of directors may require.
- (3) An officer or voluntary assistant of the credit union shall give security for the purposes of this rule either:
  - (a) by becoming bound, either with or without a surety as the board of directors may require, in a bond in such form and amount as the board may approve; or
  - (b) in such cases as may be approved by the Registrar, by giving such other security as the board of directors may direct.
- (4) In relation to a voluntary assistant, the reference in paragraph (1) to taking up office is a reference to his becoming engaged in any way in the operation of the credit union.

**Rule 125.     *Duty to account***

- (1) Whenever required to do so in accordance with paragraph (2), every officer or voluntary assistant of the credit union who has the receipt or charge of money on behalf of the credit union shall:
  - (a) render such an account as may be required by the credit union or its board of directors;
  - (b) pay over all such money and deliver all such property of the credit union for the time being under his custody or control to such person as the credit union or its board of directors may appoint.
- (2) Either or both of the requirements in paragraph (1) shall arise:
  - (a) on demand; or
  - (b) on the service on the officer or voluntary assistant of a notice in writing imposing the requirement or, as the case may be, both of the requirements.
- (3) After the death of an officer or voluntary assistant of the credit union, references in paragraphs (1) and (2) to the officer or voluntary assistant shall be taken to include references to his personal representatives.

- (4) Without prejudice to the right of the credit union to sue on any bond or other security given under section 73 of the Act, if any person fails to comply with a requirement under paragraph (1), the credit union may apply to the Circuit Court for an order requiring that person to comply with the requirement.
- (5) Under the Act, the jurisdiction of the Circuit Court under paragraph (4) shall be exercised by the judge for the time being assigned to the circuit in which the registered office of the credit union is situated.

**Rule 126.     *Liability of officer etc.***

- (1) Subject to paragraph (2), any provision (whether contained in any contract with the credit union or otherwise) for exempting an officer or voluntary assistant of the credit union from, or indemnifying him against, any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, breach of duty or breach of trust of which he may be guilty in relation to the credit union shall be void.
- (2) The credit union may indemnify an officer or voluntary assistant against any liability incurred by him in defending proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with an application under section 178 of the Act in which relief is granted.

**Rule 127.     *Register of members and officers***

- (1) The credit union shall keep at its registered office a register in which shall be entered:
  - (a) the membership numbers, names and addresses of its members;
  - (b) a statement of the number of shares and amount of deposits held by each member and, if the shares are distinguished by numbers, the numbers of the shares so held;
  - (c) a statement of other property in the credit union, whether in loans or otherwise, held by each member;
  - (d) the date at which the name of any person was entered in the register as a member;
  - (e) the date at which any person ceased to be a member; and
  - (f) the membership numbers, names and addresses of the officers of the credit union (excluding any person who is an officer solely by virtue of being an employee), with the offices held by them respectively, the dates on which they assumed office and, where applicable, on which they ceased to hold office.
- (2) The register may be kept either by making entries in bound books or by recording the matters in question in any other manner; but, where the register is not kept by making entries in a bound book but by some other means, adequate precautions shall be taken for guarding against, and facilitating the discovery of, any falsification.
- (3) The credit union shall either:

- (a) keep at its registered office, for the purposes of inspection under section 76 of the Act, an abbreviated register, containing the particulars in the register kept under paragraph (1), excluding those entered under (b) or (c) of that paragraph; or
  - (b) so construct the register kept under paragraph (1) that it is possible to open to inspection the particulars in the register, excluding those entered under (b) or (c) of that paragraph and without exposing the particulars so entered.
- (4) Where the credit union keeps a register pursuant to paragraph (1) by recording the matters in question in any manner other than by making entries in bound books, the credit union shall keep at a place other than its registered office a duplicate register containing the particulars in the register kept under paragraph (1).
- (5) The Registrar or a person acting on his behalf may at all reasonable hours inspect any particulars in any register or duplicate register kept under this rule.
- (6) The credit union's register or duplicate register kept under this rule, or any other register or list of members or shares kept by the credit union shall be *prima facie* evidence of any of the following particulars entered therein, that is to say:
- (a) the membership numbers, names and addresses of members;
  - (b) the number of shares and the amount of deposits respectively held by the members, and the distinguishing numbers of those shares if they are distinguished by numbers;
  - (c) the date at which the name of any person was entered in the register as a member; and
  - (d) the date at which any person ceased to be a member.
- (7) The credit union shall ensure that a register or duplicate register kept under this rule is up to date and, in particular, shall ensure that, if an event occurs which gives rise to the need for the making of an entry in, a change to or a deletion from, the register, that entry, change or deletion is made within twenty eight days of the event in question.

**Rule 128.     *Inspection of books***

- (1) Except as provided by the Act or any other enactment, no one (whether a member of the credit union or not) shall have the right to inspect the books of the credit union.
- (2) Any member of the credit union or any other person having an interest in the funds of the credit union may, at any reasonable hour, inspect at the registered office of the credit union or at any other place where they may be kept:
  - (a) the register kept under rule 127, excluding the particulars entered therein under (b) or (c) of paragraph (1) of that rule; and
  - (b) his own account with the credit union;

but the right of inspection conferred by this paragraph shall be exercisable subject to such conditions as to time and manner as may from time to time be determined by the board of directors.

- (3) The board of directors may make provision for the disclosure of its books and documents for the purpose of enabling it to enter into contracts for the benefit of the credit union.
- (4) Subject to paragraph (5), on the application of thirty members of a credit union, the Registrar may appoint an accountant to inspect and report on the books and documents of the credit union.
- (5) An application under paragraph (4) shall contain such particulars as the Registrar may require and shall not be valid unless:
  - (a) each of the members making the application has been a member throughout the whole of the twelve months immediately preceding the date of the application; and
  - (b) the members making the application deposit with the Registrar as security for the costs of the proposed inspection such sum as the Registrar may reasonably require.
- (6) An accountant appointed under paragraph (4) may make copies of, and take extracts from, any books or documents of the credit union at all reasonable hours at the credit union's registered office or at any other place where those books or documents are kept.
- (7) All expenses of and incidental to an inspection by an accountant appointed under paragraph (4) shall be defrayed in such proportions as the Registrar may direct:
  - (a) by the members making the application;
  - (b) out of the funds of the credit union; and
  - (c) by the members or officers, or former members or officers, of the credit union.
- (8) The Registrar shall make known the results of an inspection by an accountant appointed under paragraph (4) to the members who made the application and to the credit union.

## **SECTION 19. MEETINGS, RESOLUTIONS ETC.**

### **Rule 129. *The organisation meeting***

- (1) Not later than one month after the registration of the credit union, the signatories to the application to register the credit union shall by notice in writing summon a meeting (to be known as "the organisation meeting") of all the persons who, on the date of issue of the notice, were members of the credit union.
- (2) The notice required by paragraph (1):
  - (a) shall state the date, time and place of the organisation meeting; and

- (b) shall, within the relevant period, be delivered personally or by post to each member of the credit union and, if delivered by post to any member, shall be so delivered to the address of that member as recorded in the books of the credit union.
- (3) The reference in paragraph (2)(b) to the relevant period is a reference to the period which begins twenty one days before and ends seven days before the date of the organisation meeting; and the reference in paragraph (1) to the date of issue of the notice is a reference to the date or, as the case may be, the first date on which the notice is delivered to any member as mentioned in that paragraph.

**Rule 130.     *The annual general meeting***

- (1) In respect of each financial year, a meeting (to be known as the "annual general meeting") of the members of the credit union shall be held in the State at such date, time and place as the board of directors may, by resolution, determine. For the purposes of these rules, the first annual general meeting of the credit union shall be the one held in October, November, December or January next after the organisation meeting.
- (2) The annual general meeting of the credit union in respect of any financial year shall be held in the October, November, December or January following the end of that financial year.
- (3) At each annual general meeting of the credit union, the directors shall lay before the credit union the annual accounts, in accordance with the Act, for the financial year in respect of which the meeting is held; and a copy of those accounts shall be delivered, together with the notice of the meeting, to every person entitled to receive such a notice.
- (4) The business at general meeting of the credit union must contain the following items on the agenda:
  - (a) The acceptance by the board of directors of the authorised representatives of members that are not natural persons;
  - (b) ascertainment that a quorum is present;
  - (c) adoption of standing orders;
  - (d) reading and approval (or correction) of the minutes of the last annual general meeting, and any intervening special general meeting;
  - (e) report of the board of directors;
  - (f) report of the treasurer, consideration of accounts and approval of treasurer's honorarium;
  - (g) report of the auditor;
  - (h) report of the supervisory committee;
  - (i) declaration of dividend and rebate of interest (if any);
  - (j) report of the credit committee;
  - (k) report of the credit control committee;
  - (l) report of the membership committee;
  - (m) report of the planning and development committee;



- (n) report of the education committee;
- (o) report of any sub-committee;
- (p) report of the nominating committee;
- (q) appointment of tellers;
- (r) election of auditor;
- (s) election to fill vacancies on the supervisory committee;
- (t) election to fill vacancies on the board of directors;
- (u) any other business;
- (v) announcement of election results;
- (w) adjournment or close of meeting.

Items (a), (b), (c) and (d) must be the first four items on the agenda and (w) must be the last item on the agenda. The positions on the agenda of the remaining elements to the agenda are positioned at the discretion of the board of directors but must be communicated to the members in the Notice of the General Meeting.

The members assembled at any annual general meeting may suspend the order of business upon a two-thirds vote of the members present at the meeting.

- (5) If the credit union fails to hold an annual general meeting in respect of any financial year as required by paragraphs (1) and (2), the Registrar may call or direct the calling of such a meeting on such date or within such period as he may specify and give such ancillary or consequential directions as he thinks expedient, including directions modifying or supplementing the operation of these rules in relation to the calling, holding and conduct of the meeting.
- (6) Where, in the opinion of the Registrar, it is necessary to do so:
  - (a) in the interests of the members or creditors of the credit union, or
  - (b) in the interests of the orderly and proper regulation of the business of the credit union,

the Registrar may direct the credit union to postpone, for a period not exceeding nine months, the holding of the annual general meeting of the credit union in respect of the financial year specified in the direction.

### **Rule 131.     *Special general meeting***

- (1) The board of directors or the supervisory committee of the credit union may, whenever they think fit, convene a special general meeting of the credit union.
- (2) If requested to do so by the Irish League of Credit Unions as the body administering the savings protection scheme, the directors of the credit union shall convene a special general meeting of the credit union and the Irish League of Credit Unions shall also give notice of the meeting to the Registrar.



- (3) The chief executive officer of the Irish League of Credit Unions, acting on the instructions of the League board, may convene a special general meeting of the members for the purpose of reporting to the members on the administration of their credit union and shall give notice of the meeting to the Registrar.
- (4) If, by notice in writing addressed to the secretary of the credit union at its registered office, a qualifying group of members of the credit union so request, the board of directors shall convene a special general meeting of the credit union; and, if, within one month from the date of the receipt of the notice at the credit union's registered office, the board of directors have not convened a special general meeting to be held within six weeks of that date, any ten members of the credit union, acting on behalf of the qualifying group who made the request, may convene a special general meeting.
- (5) For the purposes of a request under paragraph (4), a group of members of the credit union is a qualifying group if:
  - (a) each of them has been a member throughout the period of twelve months ending on the date of the request; and
  - (b) they together number at least fifty or, if it is less, at least ten per cent. of the membership of the credit union at that date.
- (6) Where, in the opinion of the Registrar, it is necessary to do so:
  - (a) in the interests of the members or creditors of the credit union, or
  - (b) in the interests of the orderly and proper regulation of the business of the credit union,

the Registrar may direct that no special general meeting of the credit union shall be held for a period not exceeding nine months from the date of the direction.

**Rule 132.     *Notice of general meetings***

- (1) Before a general meeting of the credit union is held, the secretary of the credit union shall, in accordance with paragraph (2), give notice of the meeting to the Registrar, to the auditor of the credit union, to the Irish League of Credit Unions and to every member of the credit union who, at the beginning of the relevant period, is eligible to vote at the meeting.
- (2) Subject to paragraph (4), the notice required by paragraph (1):
  - (a) shall state the date, time and place of the general meeting;
  - (b) shall be accompanied by the agenda for the meeting;
  - (c) shall, where vacancies are to be filled, include the number of vacancies to be filled at the said meeting, nominating procedure and availability of nomination forms;
  - (d) in the case of a notice of a special general meeting, shall contain a statement that the annual accounts for the most recent financial year may be obtained, not later than seven days before the date of the general meeting, at the registered office of the credit union;

- (e) shall, within the relevant period, be delivered personally or by post to the Registrar, to the auditor, to the Irish League of Credit Unions and to each member of the credit union and, if delivered by post to any member, shall be so delivered to the address of that member as recorded in the books of the credit union; and
  - (f) shall be displayed in the public office or offices of the credit union.
- (3) References in paragraphs (1) and (2) to the relevant period are references to the period which begins twenty one days before and ends seven days before the date of the general meeting.
- (4) With the consent of the Registrar, given where the Registrar considers there are exceptional circumstances justifying the application of section 80(4) of the Act, the notice required by paragraph (1) shall be given by publishing a notice, in accordance with paragraph (5), at such times (or within such period) and in such form as the Registrar may require.
- (5) Where paragraph (4) applies, the notice, which shall include the agenda for the meeting, shall be published:
- (a) in at least two appropriate newspapers published in the State and circulating in the area of the common bond of the credit union and in the area in which the registered office of the credit union is situated, and
  - (b) in any other manner which the Registrar requires as being necessary for bringing the notice to the attention of the persons entitled to attend the meeting,
- and, for the purposes of paragraph (5)(a), the two appropriate newspapers are a local newspaper and a national daily newspaper or, if there is no local newspaper circulating in the area concerned, two national daily newspapers.
- (6) The proceedings at a general meeting shall not be invalidated by:
- (a) the accidental omission to give notice to any member entitled to receive notice of the meeting; or
  - (b) the non-receipt by any member of notice of the meeting.
- (7) A general meeting of which notice is given less than seven days before the meeting but otherwise in accordance with paragraph (2) shall not be invalid if not less than two-thirds of the members entitled to vote at the meeting and the auditor so agree in writing either before or during the meeting.

**Rule 133.     *General meetings: voting, adjournment, quorum and minutes***

- (1) No member shall have more than one vote on each question at any general meeting of the credit union or any adjournment thereof irrespective of his shareholding or the number of accounts in his name in the credit union provided, however, that except in voting at elections, the presiding member shall have a second or casting vote in the event of equality of voting. Voting by proxy shall be allowed only when a member other than a natural person votes through a representative, who is a member of the group, duly authorised in writing for that purpose and accepted as such by the board of directors.

- (2) A general meeting of the credit union may, for good and sufficient reasons and with the consent of the majority of the members present and voting, be adjourned for not more than ninety days or such longer period as the Registrar may require but:
  - (a) no business shall be transacted at an adjourned general meeting other than business left unfinished at the meeting from which the adjournment took place; and
  - (b) when a general meeting is adjourned for thirty or more days, the secretary of the credit union shall give notice of the adjourned meeting to the Registrar, the auditor, the Irish League of Credit Unions and to every member who, under rule 132, was entitled to notice of the meeting which was adjourned.
- (3) Subject to paragraph (3) in rule 132:
  - (a) Paragraph (2)(a), (b), (e) and (f) of rule 132 shall apply to a notice under paragraph (2)(b) of this rule as they apply to a notice under paragraph (1) of that rule; and
  - (b) Paragraphs (6) and (7) of rule 132 shall apply in relation to an adjourned meeting as they apply in relation to a general meeting.
- (4) In the application of rule 132(2)(e) in accordance with paragraph (3), for the words "within the relevant period" there shall be substituted "not later than seven days before the date of the adjourned meeting".
- (5) Subject to paragraph (6), the quorum for a general meeting of the credit union shall be ten per cent. of the members or thirty members, whichever is the less.
- (6) Notwithstanding paragraph (5), in no case shall the quorum for a general meeting or for an adjourned general meeting of the credit union be less than ten members.
- (7) It shall be the duty of the secretary to keep minutes of all general meetings of the credit union.

**Rule 134.     *Supplementing provisions as to general meetings***

- (1) The Registrar shall have the right to attend and speak at any general meeting of the credit union.
- (2) The Irish League of Credit Unions shall have the right to be represented, to speak and to be heard at any general meeting of the credit union upon presentation to the chairman of the meeting of duly authorised identification of the Irish League of Credit Unions.
- (3) Subject to paragraph (4), a member of the credit union may not vote by proxy at a general meeting of the credit union.
- (4) Where a member of the credit union is not a natural person, that member may be represented at a general meeting by a representative who may vote on behalf of the member if:
  - (a) the representative is duly authorised in writing by the member to do so; and

- (b) the board of directors of the credit union has, expressly or by implication, accepted that authorisation;

and such a representative shall be entitled to exercise, on behalf of the member, the same powers as the member could exercise if the member were a natural person.

- (5) (a) A poll may be demanded at a general meeting (or an adjourned meeting) of the credit union:
  - (i) by the chairman of the meeting (or the adjourned meeting) or
  - (ii) by at least ten members present having the right to vote at the meeting (or the adjourned meeting) on any question, other than the election of the chairman of the meeting (or the adjourned meeting).
- (b) A poll shall be taken in such manner as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**Rule 135.     *Special resolutions***

- (1) If, at any general meeting of which notice has been given specifying the intention to propose or confirm a special resolution, the chairman declares that the resolution has been passed or, as the case may be, confirmed as required by (a) and (b) of the definition of "special resolution" in section 2(1) of the Act, that declaration shall, without more, be evidence of that fact until the contrary is proved.
- (2) A copy of every special resolution for any of the purposes mentioned in the Act:
  - (a) shall be signed by the chairman of the meeting at which the resolution was confirmed;
  - (b) shall be countersigned by the secretary of the credit union; and
  - (c) within twenty one days of the date of the meeting at which the resolution was confirmed, shall be sent to the Registrar to be registered by him;

and the special resolution shall not take effect until that copy is so registered.

**SECTION 20.       NOMINATIONS, ELECTIONS, ETC.**

**Rule 136.     *Nominating committee***

- (1) At the first regular meeting following the organisation meeting or the annual general meeting, the board of directors shall appoint a nominating committee.
- (2) The nominating committee shall consist of a minimum of three members, at least one of whom shall be a director.
- (3) The nominating committee shall ensure at least one candidate for each vacancy for which an election is to be held at the subsequent annual general meeting.

- (4) The committee shall report to the board when necessary.

**Rule 137.     *Nomination of candidates***

Further nominations shall be in writing signed by a proposer and seconder who shall be members of the credit union and also by the nominee so as to indicate his consent and shall be sent by hand or by post so as to reach the registered office at least three days before the date of the annual general meeting. All such nominees shall be members of the credit union. Neither a body corporate nor a member under the age of eighteen shall be nominated.

**Rule 138.     *Nomination of candidates from the floor***

In the event of the meeting considering it to be in the best interests of the credit union, further nominations may be taken from the floor, provided a two-thirds majority (ascertained by a show of hands) so elects.

**Rule 139.     *Election procedure***

When nominations are announced tellers shall be appointed by the chairman and ballot papers shall be distributed. Nominations shall be in the following order:

- (a) nominations for auditor;
- (b) nominations for members of the supervisory committee;
- (c) nominations for directors.

When voting is completed, the votes shall be taken and tallied by the tellers. Any ballot paper which contains votes for more than the number required to be elected shall be void. All elections shall be by secret ballot and by majority vote. When the votes have been counted by the tellers, the results shall be announced by the chairman. In the event that all vacancies are not filled by the first ballot further ballots shall be taken as required. In the event of an equality of votes between candidates for the remaining vacancies not filled in accordance with the above procedure one further ballot shall be taken and should that ballot fail to determine the issue, the vacancies shall be filled by lot from among such candidates having an equality of votes.

**Rule 140.     *One member one vote***

Irrespective of the number of shares held by him, no member shall have more than one vote.

**Rule 141.     *Minimum voting age***

All persons not less than sixteen years of age who have been accepted into membership in accordance with the rules shall be eligible to vote at a meeting of members.

**Rule 142.     *Prohibition on multiple resolutions***

A motion for the election or appointment of two or more persons as officers of the credit union shall not be made at any general meeting thereof.

## **SECTION 21. ASSETS AND LIABILITIES RATIOS AND STRUCTURES**

### **Rule 143. *Assets and liabilities ratios and structures***

- (1) The credit union shall at all times keep a proportion of its total assets in liquid form ("liquid assets"), being such a proportion and having such a composition as to enable the credit union to meet its liabilities as they arise.
- (2) For the purpose of complying with paragraph (1), the credit union shall have regard to the range and scale of its business and the composition of its assets and liabilities; but nothing in these rules shall be taken to prevent the credit union keeping liquid assets in addition to those required for complying with paragraph (1).
- (3) The credit union shall maintain the assets and liabilities ratios and structures required from time to time by notice in writing from the Registrar or the Irish League of Credit Unions.

## **SECTION 22. STATUTORY APPLICATIONS TO THE REGISTRAR**

### **Rule 144. *Investigations and calling of meetings***

Where:

- (a) an application is made to the Registrar by not less than thirty members of the credit union, each of whom has been a member of the credit union throughout the period of twelve months ending on the date of the application; or
- (b) the Registrar is of the opinion that it is necessary to do so in the interest of the orderly and proper regulation of the business of the credit union,

the Registrar may:

- (i) appoint one or more inspectors, in accordance with the Act, to investigate the affairs of the credit union, or
- (ii) call a special general meeting of the credit union.

## **SECTION 23. ACCOUNTS AND AUDIT**

### **Rule 145. *Financial year of the credit union***

- (1) Subject to paragraphs (2) and (3), the financial year of the credit union shall be the period of twelve months ending on the 30th day of September or such other date as the Registrar may determine.
- (2) The initial financial year of the credit union shall be such period as begins on the date on which the credit union is registered and expires on the following 30th September or on such other date as the Registrar may have determined before the 30th September.
- (3) The final financial year of the credit union shall be that period (of less than twelve months) which expires on the date to which the credit union makes up its final accounts and begins on the day following the end of the preceding financial year [as determined under paragraph (1) or paragraph (2)].

**Rule 146.     *Accounting records etc.***

- (1) The credit union shall:
  - (a) cause proper accounting records, whether in the form of documents or otherwise, to be kept on a continuous and consistent basis, that is to say, the entries shall be made in a timely manner and be consistent from one year to the next, and
  - (b) establish and maintain systems of control of its business and records, in accordance with this rule and rule 147.
- (2) The accounting records of the credit union shall be such as:
  - (a) correctly to record and explain the transactions of the credit union;
  - (b) to disclose, with reasonable accuracy and promptness, the financial position of the credit union at any time;
  - (c) to enable the officers properly to discharge the duties imposed on them by or under the Act;
  - (d) to enable the credit union properly to discharge the duties imposed on it by or under this Act; and
  - (e) to enable the accounts of the credit union to be readily and properly audited.
- (3) Without prejudice to the generality of paragraphs (1) and (2), accounting records kept pursuant to this rule shall contain:
  - (a) entries from day to day of all sums of money received and expended by the credit union and the matters in respect of which the receipt and expenditure take place;
  - (b) a record of the assets and liabilities of the credit union and entries from day to day of every transaction entered into by the credit union which will or may give rise to liabilities or assets of the credit union; and
  - (c) in respect of the provision of services, whether under section 48, when commenced, of the Act or otherwise, a record of the services provided and all transactions relating to them.
- (4) For the purposes of paragraph (1) proper accounting records shall be deemed to be kept if they comply with paragraphs (2) and (3) and give a true and fair view of the state of affairs of the credit union and explain its transactions.
- (5) The accounting records of the credit union:
  - (a) shall be kept at the registered office of the credit union or at such other place in the State as the board of directors think fit; and
  - (b) shall at all reasonable times be open to inspection by the members of the board of directors and the supervisory committee.



- (6) Every record required to be kept under this rule shall be preserved by the credit union for not less than six years from the latest date to which it relates.
- (7) Where the accounting records of the credit union are kept at a place other than the registered office of the credit union, the treasurer shall have responsibility for keeping a written record of their location.
- (8) Where the credit union conducts its business in more than one place, the board of directors shall ensure that such accounting records are kept and such systems of control are established and maintained for each of those places as will enable the credit union to comply with this rule and rule 147.
- (9) The credit union shall take adequate precautions to ensure the safe keeping of the accounting records of the credit union no matter what form they may take.

**Rule 147.     *Systems of control and safe custody***

- (1) The systems of control which are to be established and maintained by the credit union pursuant to rule 146(1) are systems for the control of the conduct of its business as required by or under the Act and in accordance with the decisions of the board of directors and for the control of the accounting and other records of its business.
- (2) Without prejudice to the generality of rule 146(1), the systems of control must be such as to secure that the credit union's business is so conducted and its records so kept that:
  - (a) the information necessary to enable the officers, the credit union and the auditor to discharge their functions is sufficiently accurate, and is available with sufficient regularity and with sufficient promptness for those purposes, and
  - (b) the information obtained by or furnished to the Registrar or the Irish League of Credit Unions is sufficiently accurate for the purposes for which it is obtained or furnished and is available as required by the Registrar and the Irish League of Credit Unions.
- (3) The credit union shall establish and maintain a system to ensure the safe custody of all documents of title belonging to the credit union.

**Rule 148.     *Accounting principles***

- (1) Subject to paragraph (2), the amounts to be included in the accounts of the credit union in respect of items shown shall be determined in accordance with the following principles:
  - (a) the credit union shall be presumed to be carrying on business as a going concern;
  - (b) accounting policies shall be applied consistently from one financial year to the next;
  - (c) the amount of any item in the accounts shall be determined on a prudent basis and in particular:
    - (i) only surpluses realised at the balance sheet date shall be included in the income and expenditure account, and



- (ii) all liabilities and losses which have arisen or are likely to arise in respect of the financial year to which the accounts relate, or a previous financial year, shall be taken into account, including those liabilities and losses which only become apparent between the balance sheet date and the date on which the accounts are signed in pursuance of rule 149.
- (d) all income and charges relating to the financial year to which the accounts relate shall be taken into account without regard to the date of receipt of payment; and
- (e) in determining the aggregate amount of any item the amount of each individual asset or liability that falls to be taken into account shall be determined separately.
- (2) If it appears to the board of directors that there are special reasons for departing from any of the principles specified in paragraph (1), it may so depart, but particulars of the departure, the reasons for it and its effect on the balance sheet and income and expenditure account shall be stated in a note to the accounts, for the financial year concerned, of the credit union.

**Rule 149.     *Annual accounts***

- (1) The board of directors shall prepare or cause to be prepared, with respect to each financial year:
  - (a) an income and expenditure account giving a true and fair view of the credit union's income and expenditure for that year;
  - (b) a balance sheet giving a true and fair view of the state of its affairs as at the end of that year, and
  - (c) any statement required by the body of accountants (referred to in section 114 (1)(a) of the Act) of which the auditor is a member to be included with the annual accounts so that the annual accounts together with the statement or statements give such a true and fair view as is referred to in paragraph (1)(a) or, as the case may be, paragraph (1)(b);

and each of these shall be in such form and shall contain such particulars as the Registrar may direct.
- (2) Unless the Registrar otherwise allows, for each financial year, the income and expenditure account, the balance sheet and the statement or statements referred to in paragraph (1)(c) shall, where applicable, include corresponding particulars for the preceding financial year.
- (3) The annual accounts shall also contain such supplementary information as is required by or under the Act.
- (4) The credit union shall not publish, for any financial year, any income and expenditure account, balance sheet or statement unless:
  - (a) it has been previously audited by the auditor last appointed to audit the annual accounts of the credit union, and

- (b) it incorporates a report by the auditor stating whether in his opinion it complies with paragraph (1)(a) or (b), whichever is applicable in that case, and
  - (c) it has been signed by the treasurer of the credit union, a member of the supervisory committee acting on behalf of the supervisory committee and a member of the board of directors acting on behalf of the board.
- (5) The accounts prepared with respect to the credit union's financial year under this rule together with the notes to them are referred to in the Act as the "annual accounts".

**Rule 150.     *Balance sheet to be available to members***

- (1) The credit union shall keep available for inspection by its members at all reasonable times:
- (a) a copy of the latest audited balance sheet of the credit union; and
  - (b) a copy of the auditor's report on that balance sheet.
- (2) The credit union shall cause to be displayed at all times in a conspicuous position at its registered office a notice informing members of the availability of the documents referred to in paragraph (1).

**Rule 151.     *Obligation to appoint auditors***

- (1) At each annual general meeting the credit union shall, by a majority vote of the members present and voting, elect an auditor to hold office from the conclusion of that meeting until the next annual general meeting.
- (2) Notwithstanding any agreement between the credit union and the auditor, and without prejudice to any rights of the auditor in relation to his removal under the Act, the credit union may by resolution at a general meeting remove the auditor before the term of his office expires and may elect in his place, a person:
- (a) who has been duly nominated for election;
  - (b) who is qualified under the Act to be an auditor of the credit union; and
  - (c) of whose nomination due notice has been given to the members of the credit union and the Registrar.
- (3) The first auditor of the credit union may be appointed by the directors at any time before the first annual general meeting; but no person shall be so appointed unless he is qualified for election as the auditor of the credit union. The first auditor shall hold office until the first annual general meeting, when he shall be eligible for re-election.
- (4) Where the directors fail to exercise their power under paragraph (3), the first auditor may be elected by a majority vote of the members present and voting at a general meeting of the credit union and thereupon the power of the directors under paragraph (3) shall cease.
- (5) Where, at an annual general meeting, no auditor is elected, the Registrar may appoint a person who is qualified under the Act to be an auditor of the credit union to fill the vacancy

and the remuneration and expenses of an auditor so appointed shall be paid out of the funds of the credit union.

- (6) The credit union shall:
  - (a) within one week of the Registrar's powers under paragraph (5) becoming exercisable, give the Registrar notice of that fact; and
  - (b) where a resolution removing an auditor is passed, give notice of that fact to the Registrar in such form as may be required by the Registrar within 14 days of the meeting at which the resolution removing the auditor was passed.
- (7) The board of directors may fill any casual vacancy in the office of auditor with a person who is qualified to be elected an auditor of a credit union but, while any such vacancy continues, the surviving or continuing auditor or auditors, if any, may act.
- (8) The election of a firm by the name of the firm to be the auditor of the credit union shall be deemed to be an election of those persons who from time to time during the period of appointment are the partners in that firm as from time to time constituted and are qualified to be auditors of the credit union.
- (9) Where the Registrar is of the opinion that it would not be in the interest of the orderly and proper regulation of the business of the credit union or in its members' interests, he may by notice in writing order the credit union not to elect or re-elect to the office of auditor, or the directors not to fill a casual vacancy in that office with, a named person.
- (10) Where the Registrar makes an order under paragraph (9), the credit union may appeal against the order to the Court but, subject to any direction or decision of the Court, the credit union shall comply with the order.

**Rule 152.     *Qualification for appointment as auditor***

- (1) A person shall not be qualified for election as auditor of the credit union unless:
  - (a) he is a member of a body of accountants for the time being recognised by the Minister for Enterprise, Trade and Employment for the purposes of section 187 of the Companies Act, 1990, and holds a valid practising certificate; or
  - (b) he is otherwise for the time being authorised by that Minister under any provision of the Companies Acts to be appointed as a public auditor.
- (2) None of the following persons shall be qualified for election as auditor of the credit union:
  - (a) a person who is or, at any time during the period of three years preceding the meeting at which the election is to be made, has been an officer or voluntary assistant of the credit union;
  - (b) a parent, spouse, civil partner, brother, sister or child of an officer or voluntary assistant of the credit union; or

- (c) a person who is a partner of, or in the employment of, or who employs, an officer or voluntary assistant of the credit union.
- (3) Any election made by the credit union in contravention of paragraph (1) or paragraph (2) shall not be an effective election for the purposes of the Act.
- (4) A person shall not act as auditor of the credit union at a time when he is disqualified under the Act or the Companies Acts for election or appointment to that office and, if an auditor of the credit union becomes so disqualified during his term of office, he shall:
  - (a) thereupon vacate his office; and
  - (b) give immediate notice in writing to the credit union and to the Registrar that he has vacated his office by reason of the disqualification.

**Rule 153.     *Eligibility of auditor for re-election***

- (1) A person who was elected (or appointed) to audit the annual accounts of the credit union for a financial year and who continues to be qualified under the Act to be an auditor of the credit union shall be eligible for re-election (or election) as auditor of the credit union for the following financial year unless:
  - (a) he has given to the credit union notice in writing of his unwillingness to be re-elected (or elected); or
  - (b) he is ineligible for election as auditor of the credit union for that financial year; or
  - (c) he has ceased to act as auditor of the credit union by reason of incapacity; or
  - (d) the Registrar has made an order under section 113(9) of the Act prohibiting his election or re-election as auditor of the credit union.
- (2) For the purposes of paragraph (1), a person is ineligible for election as auditor of the credit union for a particular financial year if, at the date of the general meeting at which an auditor would be elected for that financial year, he is, by virtue of section 114(2) of the Act, disqualified for election in relation to the credit union.

**Rule 154.     *Resolutions relating to appointment and removal of auditors***

- (1) Subject to paragraph (2), a resolution at a general meeting of the credit union:
  - (a) nominating for election as auditor a person other than a retiring auditor,
  - (b) providing that a retiring auditor shall not be nominated for election,
  - (c) removing an auditor before the expiration of his term of office, or
  - (d) nominating for election as auditor a retiring auditor who was appointed by the directors to fill a casual vacancy,

shall not be effective unless notice of the intention to move it has been given to the credit union and to the Registrar not less than twenty eight days before the meeting at which it is to be moved.

- (2) Where, after notice of the intention to move such a resolution has been given to the credit union, a general meeting of the credit union is called for a date less than twenty eight days after the notice has been given, the notice, although not given within the time required by paragraph (1) shall be deemed to have been properly given for the purpose of that paragraph.
- (3) Subject to paragraph (4), the credit union shall give its members notice of any such intended resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, it shall give them notice, the period of which has been approved by the Registrar, of the intended resolution by advertisement in at least two appropriate newspapers, within the meaning of section 80 (5)(a) of the Act, published in the State and circulating in the area of the common bond of the credit union and in the area in which the credit union's registered office is situated.
- (4) A notice under paragraph (3) shall not be given within seven days of the date of the receipt of notice of the intended resolution under paragraph (1).
- (5) On receipt of notice of an intended resolution under paragraph (1), the credit union shall forthwith:
  - (a) if the resolution is a resolution mentioned in paragraph (1)(a), (b) or (d), send a copy thereof to the retiring auditor;
  - (b) if the resolution is a resolution mentioned in paragraph (1)(c), send a copy thereof to the auditor proposed to be removed.
- (6) Where notice is given of such an intended resolution as is mentioned in paragraph (1)(a), (b) and (c) and the retiring auditor or the auditor proposed to be removed, as the case may be, makes in relation to it representations in writing to the credit union (not exceeding a reasonable length) and requests their notification to the members of the credit union, the credit union shall, subject to paragraph (8), (unless the representations are received by it too late for it to do so):
  - (a) in any notice of the intended resolution given to members of the credit union, state the fact of the representations having been made; and
  - (b) send a copy of the representations to every member of the credit union to whom notice of the meeting is sent (whether before or after the credit union receives the representations).
- (7) Subject to paragraph (8), and whether or not copies of any representations made by him have been sent as mentioned in paragraph (6), the auditor concerned may require that, without prejudice to his right to be heard orally, the representations made by him shall be read out at the meeting at which the intended resolution is to be moved.
- (8) Paragraphs (6) and (7) shall not apply if, on the application either of the credit union or of any other person who claims to be aggrieved, the Registrar is satisfied that compliance with the paragraphs would diminish substantially public confidence in the credit union or that the rights conferred by it are being, or are likely to be, abused in order to secure needless publicity for defamatory matter.
- (9) The auditor of the credit union who has been removed shall be entitled:

- (a) to attend the annual general meeting of the credit union at which, but for his removal, his term of office as auditor of the credit union would have expired;
  - (b) to attend the general meeting of the credit union at which it is proposed to fill the vacancy occasioned by his removal;
  - (c) to receive all notices of, and other communications relating to, any such meeting which a member of the credit union entitled to notice of the meeting is entitled to receive; and
  - (d) to be heard at any such meeting or any part of the business of the meeting which concerns him as a former auditor of the credit union.
- (10) A resolution under paragraph (1) shall be given to the Irish League of Credit Unions not less than 28 days before the meeting at which it is to be moved.

**Rule 155.     *Resignation of auditors***

- (1) The auditor of the credit union may, by a notice in writing complies with paragraph (3), is served on the credit union and states his intention to do so, resign from the office of auditor to the credit union, and the resignation shall take effect on such date as may be specified in the notice, being not less than twenty eight days after the notice is served.
- (2) A copy of a notice under paragraph (1) shall be sent by the auditor to the Registrar at the same time as it is served on the credit union.
- (3) A notice under paragraph (1) shall contain either:
  - (a) a statement to the effect that there are no circumstances connected with the resignation to which it relates that the auditor concerned considers should be brought to the notice of the members or creditors of the credit union; or
  - (b) a statement of any such circumstances.
- (4) Subject to paragraph (5), where a notice under paragraph (1) is served on a credit union and the notice contains a statement falling within paragraph (3)(b), the credit union shall, not later than fourteen days after the date of that service, send a copy of the notice to every person who is entitled to notice of a general meeting of the credit union.
- (5) Copies of a notice served on the credit union under paragraph (1) need not be sent to the persons specified in paragraph (4) if, on the application of the credit union concerned or any other person who claims to be aggrieved, the Registrar is satisfied that the sending of the notice would be likely to diminish substantially public confidence in the credit union or that the rights conferred by this rule are being abused to secure needless publicity for defamatory matter.

**Rule 156.     *Requisitioning of general meeting and circulation of statement by resigning auditor***

- (1) A notice served on a credit union under rule 155 by the resigning auditor which contains a statement falling within paragraph (3) (b) of that rule may also requisition the convening, by the directors of the credit union, of a general meeting of the credit union for the purpose of receiving and considering such account and explanation of the circumstances connected

with his resignation from the office of auditor to the credit union as the auditor may wish to give to the meeting.

- (2) Where an auditor makes a requisition under paragraph (1), the directors of the credit union shall, within fourteen days of the service on the credit union of the notice containing the requisition, proceed duly to convene a general meeting of the credit union for a day not more than twenty eight days after the service of that notice.
- (3) Subject to paragraph (4), where:
  - (a) a notice served on a credit union under rule 155 contains a statement falling within paragraph (3)(b) of that rule, and
  - (b) the auditor concerned requests the credit union to circulate to its members:
    - (i) before the general meeting at which, apart from the notice, his term of office would expire, or
    - (ii) before any general meeting at which it is proposed to fill the vacancy caused by his resignation or convened pursuant to a requisition under paragraph (1),a further statement in writing prepared by the auditor of the circumstances connected with the resignation that the auditor considers should be brought to the notice of members,

the credit union shall in any notice of the meeting given to its members state the fact of the statement having been made, and send a copy of the statement to every person who is entitled to notice of a general meeting of the credit union.

- (4) Paragraph (3) need not be complied with by the credit union concerned if, on the application of either the credit union or of any other person who claims to be aggrieved, the Registrar is satisfied that the sending of the statement would be likely to diminish substantially public confidence in the credit union or that the rights conferred by this rule are being abused to secure needless publicity for defamatory matter.
- (5) A person who has resigned from the office of auditor of the credit union shall be permitted:
  - (a) to attend any such meeting of the credit union as is mentioned in paragraph (3)(b); and
  - (b) to be heard at any such meeting on any part of the business which concerns him as a former auditor of the credit union;

and the credit union shall send to such a person all notices of, and other communications relating to, any such meeting that a member of the credit union who is entitled to notice of the meeting is entitled to receive.

**Rule 157.     *Auditor's report, right of access and to be heard***

- (1) The auditor of the credit union shall make a report to the members on the accounts examined by him, and on the annual accounts which are to be laid before the credit union at the annual general meeting during his tenure of office; and the auditor's report:



- (a) shall be read at the annual general meeting of the credit union, and
  - (b) shall be open to inspection by any member of the credit union.
- (2) Before signing his report, the auditor of the credit union shall meet with and report to the directors of the credit union and the members of the supervisory committee on the annual accounts and any matter relating thereto which he considers should be drawn to their attention.
- (3) The auditor's report shall state whether:
  - (a) he has obtained all the information and explanations which, to the best of his knowledge and belief, were necessary for the purposes of his audit;
  - (b) he is of the opinion that proper accounting records have been kept by the credit union;
  - (c) the credit union's annual accounts are in agreement with the accounting records of the credit union;
  - (d) he is of the opinion that the credit union's annual accounts have been properly prepared so as to conform with any requirements made by or under the Act and give a true and fair view:
    - (i) in the case of the balance sheet, of the credit union's state of affairs as at the end of the financial year;
    - (ii) in the case of the income and expenditure account, of the income and expenditure of the credit union for the financial year; and
  - (e) the credit union's annual accounts contain any statement required under rule 149(1)(c) to be included by the body of accountants concerned.
- (4) Without prejudice to paragraph (3), where the report of the auditor relates to any accounts other than the income and expenditure account for the financial year in respect of which he is appointed, that report shall state whether those accounts give a true and fair view of any matter to which they relate.
- (5) The auditor of the credit union shall have a right of access at all reasonable times to the books and documents of the credit union, and shall be entitled to require from the officers and voluntary assistants of the credit union such information and explanations that are within their knowledge or can be procured by them, as he thinks necessary for the performance of his duty as auditor.
- (6) The auditor of the credit union shall be entitled:
  - (a) to attend any general meeting of the credit union; and
  - (b) to be heard at any general meeting on any part of the business which concerns him as auditor of the credit union;



and the credit union shall give its auditor the same notice of, and any other communications relating to, a general meeting that a member of the credit union is entitled to receive.

**Rule 158.     *Statements to auditors***

- (1) An officer or voluntary assistant of the credit union must not knowingly or recklessly make a statement to which this rule applies that is misleading, false or deceptive in a material particular.
- (2) This rule applies to any statement to the auditor of the credit union (whether orally or in writing) which conveys or purports to convey any information or explanation which he requires under the Act, or is entitled so to require, as auditor of the credit union.
- (3) An officer or voluntary assistant of the credit union must provide to the auditor of the credit union, within five days of the making of the relevant requirement (not including a Saturday, Sunday, or Public Holiday) any information or explanation that the auditor requires as auditor of the credit union and that is in the knowledge of, or can be procured by, the officer or voluntary assistant.

**Rule 159.     *Annual returns***

- (1) Subject to paragraph (3), the credit union shall, not later than 31st March in each year, send to the Registrar and to the Irish League of Credit Unions a return relating to its affairs for the most recent complete financial year, together with the annual accounts and a copy of the report of the auditor on the credit union's annual accounts for that financial year.
- (2) A return required by this rule shall contain, with respect to the financial year to which it relates:
  - (a) the income and expenditure account prepared in accordance with rule 149(1)(a);
  - (b) the balance sheet as at the end of the financial year prepared in accordance with rule 149 (1)(b); and
  - (c) any statement prepared in accordance with rule 149(1)(c).
- (3) If the Registrar is of the opinion that special circumstances exist, he may by notice in writing allow the credit union to make a return under this rule up to a date other than the end of a financial year and, in that case:
  - (a) paragraph (2) shall apply subject to such modifications as may be specified in the notice;
  - (b) the return shall be sent to the Registrar not later than three months after the date to which it is to be made up; and
  - (c) the period of the next return (if any) under this rule shall begin immediately after that date and end at the end of the financial year in which that date falls;

and, for the purposes of paragraph (2), such a return as is referred to in paragraph (3)(c) shall be regarded as made in respect of the financial year referred to in that paragraph.

- (4) The last return under this rule by the credit union which is being dissolved by an instrument of dissolution under section 135 of the Act shall be made up to the date of the instrument of dissolution.
- (5) Every credit union shall supply free of charge to every member of the credit union who applies for it a copy of the latest return of the credit union under this rule and shall so supply with every such copy a copy of the report of the auditor on the accounts and balance sheet contained in the return.

## **SECTION 24            DISPUTES AND COMPLAINTS**

### **Rule 160.        *Settlement of disputes***

- (1) Save as otherwise required by or under the Act, this rule applies to any dispute between the credit union and:
  - (a) a member of the credit union in his capacity as a member;
  - (b) any former member of the credit union (in that capacity) who ceased to be a member of the credit union not more than six months previously;
  - (c) any person claiming through any such member or former member (in their capacity as such); or
  - (d) any person claiming under these rules.
- (2) Nothing in this rule shall prevent:
  - (a) a credit union, or
  - (b) a member of a credit union, or
  - (c) any person claiming through or under a member of a credit union,  
  
from obtaining in the ordinary course of law any remedy to which the credit union, member or person is entitled in respect of any contract, excluding that constituted by these rules.
- (3) All disputes under this rule shall be decided in the following manner:
  - (a) For the purposes of this rule the complaining party or parties described under paragraph (1) shall be referred to as the complainant. The credit union shall ensure that this procedure and the names of officers designated under paragraph (3)(b) are notified to all members and are displayed in a prominent position in the public office of the credit union.
  - (b) The board of directors shall appoint:
    - (i) a complaints officer whose duty it shall be to receive complaints forms under paragraph (3)(d) and to investigate, discuss and wherever possible resolve such complaints;

- (ii) a complaints sub-committee, whose membership shall not include the officer appointed under paragraph (3)(b)(i) above, whose duty it shall be to investigate, discuss and wherever possible resolve complaints.
- (c) The complainant shall discuss the complaint with the complaints officer appointed by the credit union under paragraph (3)(b)(i).
- (d) In the event that the complaint is not resolved to the satisfaction of the complainant under paragraph (3)(c), the complainant shall complete a complaints form which shall be readily available in the public office of the credit union and pre-addressed to the complaints sub-committee. Following receipt of the complaints form, the complaints sub-committee shall investigate, discuss and wherever possible resolve the complaint. The complainant shall have the right to be heard by the sub-committee.
- (e) In the event that the complaint is not resolved to the satisfaction of the complainant under paragraph (3)(d), the complainant shall request the secretary of the credit union to forward the complaint to the board of directors. The board of directors shall investigate, discuss and wherever possible resolve the complaint. The complainant shall have the right to be heard by the board of directors.
- (f) Nothing in this rule shall prevent the Financial Services Ombudsman from investigating and adjudicating a complaint made against a credit union about the provision of, or failure to provide, a financial service, so long as the complaint:
  - (a) falls within the jurisdiction of that Ombudsman, and
  - (b) does not relate to a matter that involves only the governance of the credit union.

## **SECTION 25. AMALGAMATIONS AND TRANSFERS OF ENGAGEMENTS**

### **Rule 161.     *Amalgamation***

- (1) Subject to compliance with section 130 of the Act, the credit unions may amalgamate with any one or more credit unions by forming a credit union as their successor.
- (2) In order to form a credit union as their successor the amalgamating credit unions shall:
  - (a) agree on the rules for the regulation of their successor which comply with the requirements of the Act;
  - (b) each approve the terms of the amalgamation by a special resolution, which also approves the rules of their successor; and
  - (c) jointly make an application under section 131 of the Act to the Registrar for the confirmation of the amalgamation and send to the Registrar three copies of the rules of their successor, each copy signed by the secretary of each of the credit unions.

- (3) If the Registrar:
  - (a) confirms the amalgamation under section 131 of the Act, and
  - (b) is satisfied as respects the matters as to which he must be satisfied before he registers the rules of a credit union,

the Registrar shall register the rules of the successor credit union and issue to it a certificate of confirmation of his approval of the amalgamation and specify a date ("the specified date") as from which the registration takes effect.

- (4) On the specified date, all the property, rights and liabilities of each of the credit unions whose amalgamation was confirmed by the Registrar shall by virtue of section 128(4) of the Act stand transferred to and vested in the credit union so registered as their successor.
- (5) On the specified date, each of the credit unions to which the successor succeeds shall be dissolved by virtue of section 128(5) of the Act; but the transfer effected by section 128(4) of the Act shall be deemed to have been effected immediately before the dissolution.

**Rule 162.     *Transfer of engagements between credit unions***

- (1) Subject to compliance with section 130 of the Act, the credit union may:
  - (a) transfer its engagements to another credit union which, in accordance with this rule, undertakes to fulfil the engagements; or
  - (b) undertake to fulfil the engagements of another credit union.

- (2) The credit union, in order:
  - (a) to transfer its engagements, or
  - (b) to undertake to fulfil the engagements of another credit union,

shall resolve to do so by a special resolution or, if the Registrar consents in either case in circumstances where he considers it expedient to do so, by a resolution of the board of directors.

- (3) The transfer shall be recorded in an instrument of transfer of engagements.
- (4) A transfer of engagement between credit unions shall be of no effect unless:
  - (a) the transfer is confirmed by the Registrar under section 131 of the Act; and
  - (b) a certificate of confirmation of the transfer is issued in respect of the transfer under paragraph (5)(b).
- (5) Where the Registrar confirms a transfer of engagements between credit unions, he shall:
  - (a) register a copy of the instrument of transfer of engagements; and

- (b) issue to the credit union taking the transfer a certificate of confirmation of the transfer;

and on such date as is specified in the certificate, all the property, rights and liabilities of the credit union transferring its engagements shall, by virtue of section 129(5) of the Act, stand transferred to and vested in the credit union taking the transfer.

- (6) Where its engagements have been transferred, the credit union shall, by virtue of section 129(6) of the Act, be dissolved on the date specified in the certificate issued under paragraph (5)(b); but the transfer effected by section 129(6) of the Act shall be deemed to have been effected immediately before the dissolution.

**Rule 163.     *Statement for members***

- (1) If the credit union proposes:

- (a) to amalgamate with one or more other credit unions,
- (b) to transfer its engagements to another credit union, or
- (c) to undertake to fulfil the engagements of another credit union,

it shall, subject to paragraph (2), cause to be sent to every member entitled to notice of a general meeting of the credit union and to the auditor of the credit union a statement, in such form as the Registrar may direct, showing the matters specified in paragraph (3), together with a copy of the annual accounts for the most recent financial year.

- (2) If, in the case of the credit union proposing to transfer its engagements or to fulfil the engagements of another credit union, the Registrar has consented under section 129 of the Act to the credit union proceeding by a resolution of its board of directors, paragraph (1) shall not apply but, within the seven days following the meeting of the board at which that resolution is passed, the secretary of the credit union shall send to every member and to the auditor of the credit union:

- (a) a notice of the resolution passed by the board of directors; and
- (b) a statement, in such form as the Registrar may direct, showing the matters specified in paragraph (3).

- (3) The matters referred to in paragraph (1) are:

- (a) the financial position of each credit union concerned (as appearing from the most recent unaudited monthly statements);
- (b) details of any payments proposed to be made to members of each credit union concerned in consideration of the proposed amalgamation or transfer;
- (c) any changes to be made, in connection with the amalgamation or transfer, in the terms governing outstanding loans;
- (d) the details of the arrangements proposed in relation to employees of each credit union; and

- (e) any other matter which the Registrar may require in the case of a particular amalgamation or transfer.
- (4) No statement shall be sent to the members of the credit union under paragraph (1) unless its contents have been approved by the Registrar but, subject to that, such a statement shall be so sent that every member referred to in that paragraph receives it not later than the date on which he receives notice of any resolution which:
- (a) is in favour of the proposal concerned; and
  - (b) is to be moved at a general meeting of the credit union.

**Rule 164.      *Confirmation of amalgamation or transfer***

- (1) An application for confirmation by the Registrar of an amalgamation of credit unions or a transfer of engagements shall be made in such manner as the Registrar may specify.
- (2) If the credit union makes, or joins in making, an application for confirmation of an amalgamation or a transfer it shall, within seven days after the date of the application, cause to be published, in at least two daily newspapers published in the State and circulating in the areas in which the registered offices of the credit unions concerned in the proposal are situated, a notice giving particulars of the application and indicating that representations relating to it (whether for or against) may be made in writing to the Registrar within such period (being not less than 21 days after the date of publication of the notice) as may be specified in the notice.
- (3) A notice under paragraph (2) shall be in such form as the Registrar may specify and shall indicate that a copy of the statement prepared under section 130 of the Act may be obtained on demand at the registered office of the credit union during the ordinary office hours of the credit union.
- (4) Representations relating to an application under paragraph (1) may be made to the Registrar within the period specified in the relevant notice published under paragraph (2).
- (5) The Registrar shall allow the credit union or credit unions seeking confirmation of an amalgamation or transfer an opportunity to comment on any representations made before the expiry of such period as the Registrar may specify in a notice to the credit union or credit unions.
- (6) The Registrar, having considered any application, representation and comment under this rule, shall either;
  - (a) confirm the amalgamation or transfer, subject to such conditions (if any) as he considers appropriate; or
  - (b) subject to paragraph (7), refuse to confirm the amalgamation or transfer if he is satisfied that:
    - (i) confirmation would be contrary to the public interest or the Registrar's functions as respects credit unions; or
    - (ii) in the case of an amalgamation or in the case of a transfer which was the subject of a special resolution, some information material to the members'

decision about the amalgamation or transfer was not made available to all the members eligible to vote; or

- (iii) some relevant requirement of the Act (including, in particular, section 6) or the rules of any of the credit unions participating in the amalgamation or transfer was not fulfilled or not fulfilled as regards that credit union.
- (7) The Registrar shall not be precluded from confirming an amalgamation or transfer by virtue only of the non-fulfilment of some relevant requirement of the Act or the rules of the credit union if it appears to the Registrar that it could not have been material to the members' decision about the amalgamation or transfer and the Registrar is satisfied that the failure may be disregarded for the purposes of this rule.

**Rule 165.     *Distribution to members***

- (1) Where the terms of an amalgamation of, or transfer of engagements between, credit unions include provision for the distribution among any of the members of the participating credit unions of part of the funds of one or more of those credit unions in consideration of the amalgamation or transfer, then in the case of each of the credit unions concerned in the amalgamation or transfer:
- (a) that provision must be approved by the special resolution referred to in section 128(2)(b) of the Act or, as the case may be, section 129(2) of the Act; or
  - (b) the Registrar must give consent as mentioned in section 132(2) of the Act.
- (2) If the credit union proposes to transfer its engagements or to fulfil the engagements of another credit union:
- (a) the terms of the proposed transfer of engagements include provision for a distribution of funds as in paragraph (1), and
  - (b) the Registrar is considering under section 129(2) of the Act whether to give consent to the credit union proceeding by way of a resolution of its board of directors, rather than by special resolution,

the Registrar shall not give that consent unless he is satisfied that the distribution proposed to be made by each credit union concerned is, in all the circumstances, justified and reasonable.

- (3) Any reference in this rule to a distribution of funds, with reference to members, includes a reference to a distribution by means of a special rate of interest available to members for a limited period.

**SECTION 26.     WINDING UP**

**Rule 166.     *Winding up***

The credit union may be wound up:



- (1) by an Order of the High Court in pursuance of a petition by the Registrar in accordance with the Act, or
- (2) in accordance with the Companies Acts and accordingly, those Acts shall, subject to any necessary modifications, apply as if the credit union were a company limited by shares; so that
  - (a) in the application of the Companies Acts to the winding up of the credit union:
    - (i) any reference in those Acts to the registrar of companies shall be construed as a reference to the Registrar;
    - (ii) any reference in those Acts to the articles of association shall be construed as a reference to the rules of the credit union; and
    - (iii) any reference in those Acts to a special resolution shall be construed as a reference to a special resolution within the meaning of the Act;
  - (b) without prejudice to paragraph (2), where the credit union is being wound up as mentioned in paragraph (1), the Registrar shall be entitled to appear and be heard in any proceedings relating to the winding up.
  - (c) where the credit union is wound up as mentioned in section 134(1) of the Act, the liability of a present or past member of the credit union for payment of the debts and liabilities of the credit union, the expenses of winding up and the adjustment of the rights of contributories among themselves shall be qualified as follows:
    - (i) no person who ceased to be a member not less than one year before the beginning of the winding up shall be liable to contribute;
    - (ii) no person shall be liable to contribute in respect of any debt or liability contracted after he ceased to be a member;
    - (iii) no person who is not a member shall be liable to contribute unless it appears to the Court that the contributions of the existing members are insufficient to satisfy the just demands on the credit union;
    - (iv) no contribution shall be required from any person exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a past or present member; and
    - (v) in the case of a share which has been withdrawn, a person shall be taken to have ceased to be a member in respect of that share as from the date of his notice under section 32 (1) of the Act of intention to withdraw or, as the case may be, the approval of the withdrawal under section 32 (3)(b);
  - (d) where the credit union is wound up by virtue of this rule, sections 293 to 299 of the Companies Act, 1963, and sections 202 to 204 of the Companies Act, 1990, in so far as they relate to the liabilities of directors and officers (within the meaning of those Acts) of a company being wound up, shall apply with the necessary



modifications in relation to the officers, other than employees, of the credit union;  
or

- (3) by a special resolution of the credit union under the Act resolving that it be wound up by an instrument of dissolution in accordance with section 135 of the Act.

## **SECTION 27. APPOINTMENT OF EXAMINER**

### **Rule 167. *Appointment of examiner***

- (1) Where, on application by petition under the Act, it appears to the Court that:

- (a) the credit union is or is likely to be unable to pay its debts, and
- (b) no resolution subsists for the winding up of the credit union, and
- (c) no order has been made for the winding up of the credit union,

it may, subject to paragraph (2), appoint an examiner to the credit union for the purpose of examining the state of the credit union's affairs and performing such duties in relation to the credit union as may be imposed by or under the Act.

- (2) The Court shall not make an order under the Act unless it is satisfied that there is a reasonable prospect of the survival of the credit union as a going concern.

- (3) A petition under the Act for the appointment of an examiner to the credit union may be presented by the Registrar to the Court or, with the consent of the Registrar, by all or any of the following, together or separately:

- (a) the credit union;
- (b) the directors of the credit union;
- (c) a group of members of the credit union:
  - (i) each of which has been a member throughout the period of twelve months ending on the date of the application for the consent of the Registrar; and
  - (ii) they together number at least thirty or, if it is less, at least ten per cent. of the membership of the credit union on that date; and
- (d) a creditor, or contingent or prospective creditor (including an employee), of the credit union.

## **SECTION 28. RECORDS, REGISTERS AND FORMS**

### **Rule 168. *Records and registers***

- (1) The credit union shall retain permanently the following records:

- (a) register of members;

- (b) registered copy of rules and amendments thereto;
  - (c) receipts for securities held, and securities register;
  - (d) minutes of general meetings, annual and special, and of board of directors' meetings;
  - (e) all members' share, deposit, loan and other account registers, and general ledger;
  - (f) register of nominations; joint and trust agreements in force;
  - (g) applications, promissory notes and credit agreements in respect of loans which are still outstanding;
  - (h) annual returns;
  - (i) register of officers' loans.
- (2) The credit union shall maintain, in addition to the records required to be kept by the credit union by virtue of section 108 of the Act, such records as may be specified by directions made by the Registrar.
- (3) Any register or record required to be kept by virtue of these rules may be kept either by making entries in bound books or by recording the matters in any other manner, provided that the recording is readily accessible and readily converted into written form in an official language of the State.
- (4) Where any register or record required to be kept by or under the Act is not kept by making entries in a bound book but by some other means, adequate precautions shall be taken by the person required to keep the register or record for guarding against falsification and for facilitating the discovery of any falsification.

**Rule 169.     *Forms***

Subject to the Act and any regulations made thereunder, the forms used by the credit union shall contain as a minimum the information as set out in the forms contained in the Appendices to these rules, which forms may be amended from time to time by the Irish League of Credit Unions.

**Rule 170.     *Service of notices***

- (1) Where a notice, direction, or other document is authorised or required by or under the Act to be served on a person, it shall, unless otherwise specified in the Act, be addressed to him and served on or given to him in one of the following ways:
- (a) where it is addressed to him by name, by delivering it to him;
  - (b) by leaving it at the address at which he ordinarily resides or, in a case in which an address for service has been furnished, at that address;

- (c) by sending it by ordinary prepaid post addressed to him at the address at which he ordinarily resides, or in a case in which an address for service has been furnished, at that address; or
  - (d) in the case of an officer of the credit union, by sending it to him by ordinary prepaid post addressed to him at the address of the registered office of the credit union.
- (2) Any such document may, in the case of a credit union, be served on the secretary of the credit union.

## **SECTION 29. AFFILIATION WITH THE IRISH LEAGUE OF CREDIT UNIONS**

### **Rule 171. *Affiliation with the Irish League of Credit Unions***

- (1) The credit union shall affiliate with the Irish League of Credit Unions.
- (2) The credit union shall adopt as its registered rules the standard rules approved by the Irish League of Credit Unions and operate in accordance with them.
- (3) The credit union shall not unilaterally amend the standard rules of the Irish League of Credit Unions.
- (4) In consulting with, or making application to, the Registrar for all services under sections 48 to 52, when commenced, of the Act, the credit union may do so through the Irish League of Credit Unions.
- (5) Subject to compliance with any requirements made by or under the Act, any other law and these rules, the credit union shall:
  - (a) abide by the rules and bye-laws of the Irish League of Credit Unions as laid down from time to time for its members;
  - (b) operate within such standards in respect of operating ratios, identification and control of delinquency, bonding and insurance levels without limitation, insurance in relation to shares and loans of members and such other areas as decided by a general meeting of the Irish League of Credit Unions;
  - (c) co-operate with the carrying out of such examinations of the credit union by the Irish League of Credit Unions as will enable the Irish League of Credit Unions at its discretion to discharge its functions in relation to the credit union as determined in the Rules of the Irish League of Credit Unions or decided by a general meeting of the Irish League of Credit Unions;
  - (d) make such returns to the Irish League of Credit Unions as may be required by the board of the Irish League of Credit Unions;
  - (e) provide access to its premises to the officers and authorised representatives of the Irish League of Credit Unions;
  - (f) allow the officers and authorised representatives of the Irish League of Credit Unions to attend and speak at any meeting of the credit union's board of directors or members subject to reasonable notice;

- (g) co-operate with the Irish League of Credit Unions in the calling of a special general meeting of the credit union members in accordance with rule 131.
- (6) On or before the 31st day of January in each year during the time the credit union is a member of the Irish League of Credit Unions each person who was a member on 30th September of the preceding year shall pay an annual League affiliation fee. The affiliation fee may be deducted by the credit union from the share account of the member and shall forthwith be paid to the League to assist in its functioning.

# ***APPENDICES***



**APPLICATION FOR MEMBERSHIP (Republic of Ireland)**

.....Credit Union Limited

\* Name: .....

Membership Number:.....

\*Address: .....

PPSN 

--	--	--	--	--	--	--	--	--	--

PPSN Indicator.....Y/N

Occupation: .....

\*Telephone: .....

\*Date of Birth: ...../...../.....  
Day Month Year

\* = Mandatory Field

If the applicant is less than five years at the above address, please state the immediate prior address:

.....  
.....  
.....

I hereby apply for membership of and agree to abide by the rules of the above credit union, and declare that I am not or have not been a member of any credit union other than those listed as follows:

.....  
.....

The information given by me on this form is true and correct to the best of my knowledge and belief. I understand that any false or misleading information given by me in connection with my application for or my membership with the credit union may result in termination of my membership, apart from any other legal sanctions that may apply.

**I confirm that the account is for my own personal use and benefit.....Yes/No**

If you ticked **No** above, please specify the beneficial owner of the account.....

**Applicant's Signature:**.....

**Date:**.....

**IN THE EVENT THAT THE APPLICATION FOR MEMBERSHIP IS IN RESPECT OF A  
PERSON WHO IS UNABLE TO GIVE RECEIPTS:**

I/We hereby apply for membership in the name of the said ..... and I/we acknowledge that all shares/deposits arising from this membership now and hereafter shall be his/her sole property and all withdrawals shall be applied to his/her sole benefit.

*In the event of the account being opened by more than one person it is required that:*

*both parties / either party\* be present to make withdrawals.*

*In the event of the account being opened by a person other than a parent/guardian of the member, [insert name of parent or guardian] ..... as parent/guardian\* shall be nominated to give any necessary receipts should the member be unable to do so.*

**Signed:** ..... **Date:** .....  
**Parent(s)/Guardian(s)/Other\***

**Consent to use and disclosure/Data Protection Acts, 1988 and 2003 and Section 71 of the Credit Union Act, 1997**

I understand that under the Data Protection Acts, 1988 and 2003 (the “DPA”), my consent may be required for the Credit Union to process personal data that it may have in its possession concerning me (including disclosure to third parties). I note that this personal data may include sensitive personal data, such as data about my health, within the meaning of the DPA, the processing of which requires my explicit consent.

I also understand that under Section 71 of the Credit Union Act, 1997, the Credit Union, subject to exceptions listed in the Section, shall not disclose or permit to be disclosed, without my consent, any information that concerns an account or transaction of mine with the Credit Union.

For the purpose of assessing my application for membership, assessing any loan applications which I may make to you and generally for administering and monitoring any accounts I have with the Credit Union, including any loan accounts I have from time to time with you:

1. I consent:
  - (i) to you seeking information concerning applications for loans and my credit history from the date of my original consent from any credit union and for that purpose you may disclose any relevant information in any loan application which I may make to you or which you may have concerning me to any such credit union;
  - (ii) to any credit union disclosing information to you concerning applications for loans and my credit history from the date of my original consent with any such credit union;
  - (iii) to you disclosing any information in any application (including loan applications) or in respect of any account or transaction of mine with the Credit Union from the date of my original consent to officers or employees of the Irish League of Credit Unions for the purpose of fulfilling our requirements and under the Savings Protection Scheme if such a scheme is operated on behalf of the Credit Union by the Irish League of Credit Unions; and
  - (iv) to the processing of any information relating to me, either contained in this form or any other form or application, for the purpose of assessing applications and administering any accounts I maintain with the Credit Union.
  - (v) in the processing of information in accordance with law, such as may be required by the Criminal Justice Acts or Credit Union Act, 1997.
2. From time to time, the Credit Union, or third parties selected by the Credit Union, may use your details to inform you of goods and/or services which may be of interest to you.

The use of your details for marketing purposes will depend on the preferences that you express below:

**Opt-In (Marketing by email, text message and fax)**

☐

I consent to the Credit Union, or third parties selected by the Credit Union, informing me of goods or services that may be of interest to me by email, text message or fax.

**Opt-Out (other forms of marketing)**

☐

Please tick the box opposite if you do **not** want the Credit Union, or third parties selected by the Credit Union, to inform you by phone or letter of goods or services that may be of interest to you.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data.

**Applicant's signature:** ..... **Date:**.....

**Print name:** .....

**Witnessed by:** .....

**Print name:** .....

The information which is held on the ICB database relates to credit agreements between these ICB members and their customers/members. A condition of such agreements is that the customer/member agrees that the financial institution/credit union may use the data supplied for the purpose of credit checking. Consequently, where an individual enters a credit agreement with an ICB member, details of the individual's performance in complying with

the terms of the agreement are input to the ICB "credit file" database, which may be accessed by all member institutions of ICB. Each time a person applies for credit from an ICB member, that institution accesses the ICB's "credit file" to ascertain the applicant's performance under any previous credit agreements with ICB members.

- 3. In addition to paragraphs 1 and 2 above, I further consent to and authorise the Credit Union to process and retain data provided by me in respect of this application, to seek and provide credit references (searches), to record details of any transaction relating to a loan or other credit which may result from this application with the Irish Credit Bureau (ICB) for a period of 5 years from the date of closure of the loan and ICB to record, retain and disclose to its members details of such searches for a period of one year.
- 4. I acknowledge that the Credit Union and/or the ICB are permitted to disclose any material misstatement of fact contained in the application for financial accommodation to its members and relevant bodies. I consent to any such application being processed, recorded and retained by ICB.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data. Where your loan application has been rejected on the basis of the consultation of a database, the credit union shall inform you immediately and without charge of the result of the consultation and of the particulars of the database consulted.

**Applicant's signature:** ..... **Date:**.....

**Print name:** .....

**Witnessed by:** .....

**Print name:** .....



(THIS SECTION IS TO BE COMPLETED BY THE CREDIT UNION)

**Evidence of Identification**

(Copies must be attached)

(Complete at least one of the following)

- Current Valid Passport ☐
  - Current Valid Driving Licence ☐
  - National Identity Card ☐
  - Birth Certificate (for a minor/or evidence of name change only) ☐
  - Other\* ☐
- \*Please specify.....

**Evidence of Address Verification**

(Copies must be attached)

(Complete at least one of the following)

- Current Utility Bill (e.g. Gas/Electricity Bill) ☐
  - Official document from Revenue Commissioners or  
Department of Social and Family Affairs ☐
  - Original Recent Bank/Building Society Statement ☐
  - Local Authority Document (e.g. Refuse Collection Bill) ☐
  - Current Insurance Document (e.g. House/Motor Insurance) ☐
  - Other\* ☐
- \*Please specify (i.e. in genuine cases where the above cannot be presented)  
.....

**NOTE: In the event that the account is in the name of a minor, ID and Address verification must be sought from the parent(s)/guardian(s) and kept for future dealings in relation to the account.**

**Application approved and details verified in accordance with the standard rules by:**

**Signed:** .....  
(Membership Committee)

**Date:** .....



**APPLICATION FOR MEMBERSHIP BY A GROUP OR SOCIETY**

.....Credit Union Limited

Membership Number.....

Name of Group or Society:.....

Address: .....

Telephone: .....

I/We.....  
the duly designated officer(s) on behalf of.....  
by virtue of a resolution thereof dated the.....day of.....20.....  
hereby apply on its behalf for membership and agree to abide by the rules of the above credit union.

Nature of business/group activity: .....

The information given by us on this form is true and correct to the best of our knowledge and belief. We understand that any false or misleading information given by us in connection with this application for the group or society's membership with the credit union may result in termination of membership of the group or society, apart from any other legal sanctions that may apply.

Designated Signatory:..... Designated Signatory:.....

Print name:..... Print name:.....

Witnessed by:..... Print name:.....

Date:..... Date:.....

**NOTE: Full ID, Address, Occupation and Date of Birth verification is necessary from all beneficial owners, i.e. all those who own above a 25% shareholding interest in the entity or otherwise exercise control over the management of the entity.**

**Consent to use and disclosure/Data Protection Acts, 1988 and 2003 and Section 71 of the Credit Union Act, 1997**

We understand that under the Data Protection Acts, 1988 and 2003 (the "DPA"), our consent may be required for the Credit Union to process personal data that it may have in its possession concerning us (including disclosure to third parties). We note that this personal data may include sensitive personal data, such as data about our health, within the meaning of the DPA, the processing of which requires our explicit consent.

We also understand that under Section 71 of the Credit Union Act, 1997, the Credit Union, subject to exceptions listed in the Section, shall not disclose or permit to be disclosed, without our consent, any information that concerns an account or transaction of ours with the Credit Union.

For the purpose of assessing our application for membership, assessing any loan applications which we may make to you and generally for administering and monitoring any accounts we have with the Credit Union, including any loan accounts we have from time to time with you:

1. We consent:
  - (i) to you seeking information concerning applications for loans and our credit history from the date of our original consent from any credit union and for that purpose you may disclose any relevant information in any loan application which we may make to you or which you may have concerning us to any such credit union;
  - (ii) to any credit union disclosing information to you concerning applications for loans and our credit history from the date of our original consent with any such credit union;

- (iii) to you disclosing any information in any application (including loan applications) or in respect of any account or transaction of ours with the Credit Union from the date of our original consent to officers or employees of the Irish League of Credit Unions for the purpose of fulfilling our requirements and under the Savings Protection Scheme if such a scheme is operated on behalf of the Credit Union by the Irish League of Credit Unions; and
  - (iv) to the processing of any information relating to us, either contained in this form or any other form or application, for the purpose of assessing applications and administering any accounts we maintain with the Credit Union.
  - (v) in the processing of information in accordance with law, such as may be required by the Criminal Justice Acts or Credit Union Act, 1997.
2. From time to time, the Credit Union, or third parties selected by the Credit Union, may use your details to inform you of goods and/or services which may be of interest to you.

The use of your details for marketing purposes will depend on the preferences that you express below:

**Opt-In (Marketing by email, text message and fax)**

☐

We consent to the Credit Union, or third parties selected by the Credit Union, informing us of goods or services that may be of interest to us by email, text message or fax.

**Opt-Out (other forms of marketing)**

☐

Please tick the box opposite if you do **not** want the Credit Union, or third parties selected by the Credit Union, to inform you by phone or letter of goods or services that may be of interest to you.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data.

**Signature:**..... **Signature:**.....

**Print name:**..... **Print name:**.....

**Witnessed by:**..... **Print name:**.....

**Date:**..... **Date:**.....

The information which is held on the ICB database relates to credit agreements between these ICB members and their customers/members. A condition of such agreements is that the customer/member agrees that the financial institution/credit union may use the data supplied for the purpose of credit checking. Consequently, where an individual enters a credit agreement with an ICB member, details of the individual's performance in complying with the terms of the agreement are input to the ICB "credit file" database, which may be accessed by all member institutions of ICB. Each time a person applies for credit from an ICB member, that institution accesses the ICB's "credit file" to ascertain the applicant's performance under any previous credit agreements with ICB members.

- 3. In addition to paragraphs 1 and 2 above, we further consent to and authorise the Credit Union to process and retain data provided by us in respect of this application, to seek and provide credit references (searches), to record details of any transaction relating to a loan or other credit which may result from this application with the Irish Credit Bureau (ICB) for a period of 5 years from the date of closure of the loan and ICB to record, retain and disclose to its members details of such searches for a period of one year.
- 4. We acknowledge that the Credit Union and/or the ICB are permitted to disclose any material misstatement of fact contained in the application for financial accommodation to its members and relevant bodies. We consent to any such application being processed, recorded and retained by ICB.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data. Where your loan application has been rejected on the basis of the consultation of a database, the credit union shall inform you immediately and without charge of the result of the consultation and of the particulars of the database consulted.

**Signature:**..... **Signature:**.....

**Print name:**..... **Print name:**.....

**Witnessed by:**..... **Print name:**.....

**Date:**..... **Date:**.....

**The following must be attached to this Application of Membership:**

- (1) Certificate of Incorporation or Certificate to Trade or Certificate of Acknowledgement of Registry, if applicable;
- (2) Copy of Written Rules or Memorandum and Articles of Association, if applicable;
- (3) Properly authorised mandate seeking application for membership, conferring authority on those duly designated to sign above who will operate the account; and
- (4) Names, Addresses (residential and business), and Dates of Birth of Trustees/Directors/Persons in control of account
- (5) Companies Registration Office (CRO) Search
- (6) List of Directors/Committee Members/Persons with legal interest in account

**THIS SECTION IS TO BE COMPLETED BY THE CREDIT UNION**

**Evidence of Identification**

**(Copies must be attached)**

(Complete at least one of the following in respect of each applicant :)

- Current Valid Passport ☐
  - Current Valid Driving Licence ☐
  - National Identity Card ☐
  - Birth Certificate (for a minor/or evidence of name change only) ☐
  - Other\* ☐
- \*Please specify.....

**Evidence of Address Verification**

**(Copies must be attached)**

(Complete at least one of the following in respect of each applicant :)

- Current Utility Bill (e.g. Gas/Electricity Bill) ☐
  - Official document from Revenue Commissioners or Department of Social and Family Affairs ☐
  - Original Recent Bank/Building Society Statement ☐
  - Local Authority Document (e.g. Refuse Collection Bill) ☐
  - Current Insurance Document (e.g. House/Motor Insurance) ☐
  - Other\* ☐
- \*Please specify (i.e. in genuine cases where the above cannot be presented)  
.....

**Application approved and details verified in accordance with the standard rules by:**

Signed: ..... Date: .....

(Membership Committee)



**APPLICATION FOR SHARES/DEPOSITS TO BE HELD AS A JOINT TENANCY**

.....Credit Union Limited

1.PPSN									
2.PPSN									

**PPSN Indicator.....Y/N**

**Membership Number.....**

**\*Name:.....**

**\*Name:.....**

**\*Address:.....**

**\*Address:.....**

.....

.....

.....

.....

**Occupation:.....**

**Occupation:.....**

**\*Telephone:.....**

**\*Telephone: .....**

**\*Date of Birth:.....**

**\*Date of Birth:.....**

*\* = Mandatory Fields*

*[In the event of more than two persons making an application for a joint tenancy all must sign the application and provide the above details]*

We, the undersigned, hereby apply for membership of and agree to abide by the rules of the above credit union, and declare that neither of us is, or has been, a member of any other credit union other than those listed as follows:

.....  
.....  
.....

All shares and deposits in the credit union will be held jointly by us. On the death of a joint tenant, all his/her interest in the joint tenancy including all accruals, additions thereto and insurances shall become the property of the surviving tenant(s).

The information given by us on this form is true and correct to the best of our knowledge and belief. We understand that any false or misleading information given by us in connection with our application for our membership with the credit union may result in termination of our membership, apart from any other legal sanctions that may apply.

**We confirm that the account is for our personal use and benefit.....Yes/No**

If you ticked **No** above, please specify the beneficial owner of the account.....

**Applicant's Signature:.....**

**Date:.....**

## **ACCOUNT MANDATE**

(a) The tenant(s) authorised to obtain a loan(s) is (please tick appropriate mandate):

- (i) .....only (print name of tenant) or; ☐  
(ii) tenants jointly ☐

**We (and each of us) confirm that the authorised tenant(s) is authorised by us and by each of us to create a charge or other security over all the shares, deposits, insurances, interest and dividends (including interest and dividends due), at any time in this account, in respect of borrowings by the authorised tenant(s) by reference to this account.**

(b) The tenant(s) authorised to operate the account (other than with respect to loans) is (please tick appropriate mandate):

- (i) .....only (print name of tenant) or; ☐  
(ii) any one of us; or ☐  
(iii) only by the signatures of all tenants ☐

(c) The only person entitled to vote in respect of the account (“the voting tenant”) is.....

(d) Where the board of directors is satisfied, after considering medical evidence, that a tenant who is responsible for the operation of the account is incapable by reason of a mental or physical condition to manage and administer the property in the account, the responsibility shall pass to .....

***We hereby agree that this mandate shall remain in full force and effect until an amending mandate shall be communicated to the credit union under our joint signatures.***

Signature:..... Signature:.....

Print name:..... Print name:.....

Witnessed by:..... Print name:.....

Date:..... Date:.....

## **Consent to use and disclosure/Data Protection Acts, 1988 and 2003 and Section 71 of the Credit Union Act, 1997**

We understand that under the Data Protection Acts, 1988 and 2003 (the “DPA”), our consent may be required for the Credit Union to process personal data that it may have in its possession concerning us (including disclosure to third parties). We note that this personal data may include sensitive personal data, such as data about our health, within the meaning of the DPA, the processing of which requires our explicit consent.

We also understand that under Section 71 of the Credit Union Act, 1997, the Credit Union, subject to exceptions listed in the Section, shall not disclose or permit to be disclosed, without our consent, any information that concerns an account or transaction of ours with the Credit Union.

For the purpose of assessing our application for membership, assessing any loan applications which we may make to you and generally for administering and monitoring any accounts we have with the Credit Union, including any loan accounts we have from time to time with you:

1. We consent:

- (i) to you seeking information concerning applications for loans and our credit history from the date of our original consent from any credit union and for that purpose you may disclose any relevant information in any loan application which we may make to you or which you may have concerning us to any such credit union;  
(ii) to any credit union disclosing information to you concerning applications for loans and our credit history from the date of our original consent with any such credit union;

- (iii) to you disclosing any information in any application (including loan applications) or in respect of any account or transaction of ours with the Credit Union from the date of our original consent to officers or employees of the Irish League of Credit Unions for the purpose of fulfilling our requirements and under the Savings Protection Scheme if such a scheme is operated on behalf of the Credit Union by the Irish League of Credit Unions; and
- (iv) to the processing of any information relating to us, either contained in this form or any other form or application, for the purpose of assessing applications and administering any accounts we maintain with the Credit Union.
- (v) in the processing of information in accordance with law, such as may be required by the Criminal Justice Acts, and Credit Union Act, 1997.

2. From time to time, the Credit Union, or third parties selected by the Credit Union, may use your details to inform you of goods and/or services which may be of interest to you.

The use of your details for marketing purposes will depend on the preferences that you express below:

**Opt-In (Marketing by email, text message and fax)**

☐ We consent to the Credit Union, or third parties selected by the Credit Union, informing us of goods or services that may be of interest to us by email, text message or fax.

**Opt-Out (other forms of marketing)**

☐ Please tick the box opposite if you do **not** want the Credit Union, or third parties selected by the Credit Union, to inform you by phone or letter of goods or services that may be of interest to you.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data. Where your loan application has been rejected on the basis of the consultation of a database, the credit union shall inform you immediately and without charge of the result of the consultation and of the particulars of the database consulted.

**Signature:**.....

**Signature:**.....

**Print name:**.....

**Print name:**.....

**Witnessed by:**.....

**Print name:**.....

**Date:**.....

**Date:**.....

The information which is held on the ICB database relates to credit agreements between these ICB members and their customers/members. A condition of such agreements is that the customer/member agrees that the financial institution/credit union may use the data supplied for the purpose of credit checking. Consequently, where an individual enters a credit agreement with an ICB member, details of the individual's performance in complying with the terms of the agreement are input to the ICB "credit file" database, which may be accessed by all member institutions of ICB. Each time a person applies for credit from an ICB member, that institution accesses the ICB's "credit file" to ascertain the applicant's performance under any previous credit agreements with ICB members.

- 3. In addition to paragraphs 1 and 2 above, we further consent to and authorise the Credit Union to process and retain data provided by us in respect of this application, to seek and provide credit references (searches), to record details of any transaction relating to a loan or other credit which may result from this application with the Irish Credit Bureau (ICB) for a period of 5 years from the date of closure of the loan and ICB to record, retain and disclose to its members details of such searches for a period of one year.
- 4. We acknowledge that the Credit Union and/or the ICB are permitted to disclose any material misstatement of fact contained in the application for financial accommodation to its members and relevant bodies. We consent to any such application being processed, recorded and retained by ICB.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data.

**Signature:**.....

**Signature:**.....

**Print name:**.....

**Print name:**.....

**Witnessed by:**.....

**Print name:**.....

**Date:**.....

**Date:**.....



**THIS SECTION IS TO BE COMPLETED BY THE CREDIT UNION**

**Evidence of Identification**

**(Copies must be attached)**

(Complete at least one of the following in respect of each applicant :)

- Current Valid Passport ☐
  - Current Valid Driving Licence ☐
  - National Identity Card ☐
  - Birth Certificate (for a minor/or evidence of name change only) ☐
  - Other\* ☐
- \*Please specify.....

**Evidence of Address Verification**

**(Copies must be attached)**

(Complete at least one of the following in respect of each applicant :)

- Current Utility Bill (e.g. Gas/Electricity Bill) ☐
  - Official document from Revenue Commissioners or  
Department of Social and Family Affairs ☐
  - Original Recent Bank/Building Society Statement ☐
  - Local Authority Document (e.g. Refuse Collection Bill) ☐
  - Current Insurance Document (e.g. House/Motor Insurance) ☐
  - Other\* ☐
- \*Please specify (i.e. in genuine cases where the above cannot be presented)  
.....

**Application approved and details verified in accordance with the standard rules by:**

Signed: ..... Date: .....

(Membership Committee)



**FORM OF NOMINATION – REPUBLIC OF IRELAND**

.....Credit Union Limited

**(TO BE COMPLETED ONLY FOLLOWING ADMISSION TO MEMBERSHIP)**

**Membership Number:** \_\_\_\_\_

I, [print name].....

of [print address].....

.....

a member of the above credit union, **hereby revoke all previous nominations and nominate the following person or persons**

Name/s .....

Address/es.....

.....

to become entitled to such property in the credit union (whether in savings, loans, insurances with the exception of the Death Benefit Rider, if applicable, or otherwise), not exceeding the limit of the amount for the time being authorised by law which I may have at the time of my death. The proceeds, if applicable, of the Death Benefit Rider may be applied by the credit union towards my vouched funeral/bereavement expenses and if not so applied shall be paid to the person(s) referred to above.

**Notes:**

*This form should be completed **only** following admission to membership of the nominator.*

*This form should be adapted if specific property only is to be nominated.*

*Under section 21(4) of the Credit Union Act 1997, a nomination is **not revocable or variable by the will of the nominator or by any codicil to his/her will.***

*Under section 21(6) of the Credit Union Act 1997 the **marriage of a member of a credit union revokes any nomination made by him/her before his/her marriage.***

*Under section 21(7) a **nomination shall be revoked by the death of the nominee before the death of the nominator.***

*Under Section 21(1) of the Credit Union Act 1997, the form of nomination must either (a) be made in a book at the registered office of the credit union or (b) delivered to the registered office during the nominator's lifetime.*

Signed: \_\_\_\_\_  
Member

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Witness  
[*The witness shall not be a nominee*]

Print Name: \_\_\_\_\_  
Witness  
Address: \_\_\_\_\_

Occupation: \_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
Witness



**FORM OF NOMINATION – REPUBLIC OF IRELAND**

**MULTIPLE NOMINEES**

.....Credit Union Limited

**SAMPLE FORM ONLY**

**(TO BE COMPLETED ONLY FOLLOWING ADMISSION TO MEMBERSHIP)**

**Membership Number:** \_\_\_\_\_

I, [print name].....

of [print address].....

.....  
a member of the above credit union, **hereby revoke all previous nominations and nominate the following person or persons**

	Nominee 1	Nominee 2	Nominee 3
<b>Name/s</b>	_____	_____	_____
<b>Address/es</b>	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

to become entitled to such property in the credit union (whether in savings, loans, insurances with the exception of the Death Benefit Rider, if applicable, or otherwise), not exceeding the limit of the amount for the time being authorised by law which I may have at the time of my death. The proceeds, if applicable, of the Death Benefit Rider may be applied by the credit union towards my vouched funeral/bereavement expenses and if not so applied shall be paid to the person(s) referred to above.

**Notes:**

*This form should be completed **only** following admission to membership of the nominator.*

*This form should be adapted if specific property only is to be nominated.*

*Under section 21(4) of the Credit Union Act 1997, a nomination is **not revocable or variable by the will of the nominator or by any codicil to his/her will.***

*Under section 21(6) of the Credit Union Act 1997 the **marriage of a member of a credit union revokes any nomination made by him/her before his/her marriage.***

*Under section 21(7) a **nomination shall be revoked by the death of the nominee before the death of the nominator.***

*Under Section 21(1) of the Credit Union Act 1997, the form of nomination must either (a) be made*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Member

Witness

Witness

Address: \_\_\_\_\_

Witness

Witness



## LOAN APPLICATION

.....Credit Union Limited

**Name:** ..... **Membership Number:**.....

**Address:** ..... **Date of Birth:**...../...../.....

.....  
.....  
.....

**Telephone:** .....

.....

**Date:** .....

I hereby apply for a loan of €\_\_\_\_\_ for a period of \_\_\_\_\_ for the following provident or productive purpose.....

to be repaid in weekly/fortnightly/monthly/other (please specify) .....

instalment(s) of €\_\_\_\_\_ each plus interest / inclusive of interest, on the security of my savings and any other agreed security. *[Delete where appropriate]*

**Name and Address of Proposed Guarantor (if any):** .....

**Security:** .....

I am not indebted to any other credit union, bank or loan agency either as borrower or guarantor, except as stated as follows; (list all outstanding debts such as loans, Hire Purchase Instalments, Mortgage, Overdraft etc.)

<b>Name of Creditor</b>	<b>Original Debt</b>	<b>Balance Due</b>	<b>Weekly/Monthly</b>	<b>Repayment</b>
	€	€	€	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	

**Weekly/Monthly Income:** €..... **Source(s) of Income:**.....

**Weekly/Monthly outlays:** €.....

**I own/rent my home:** ..... €.....

*[State average amount]*

*[If rent, state amount payable, if own, state mortgage repayments]*

**Number of Dependents:** ..... **How long at Present Address:** .....

The information given by me on this form is made for the purpose of obtaining the loan, and is true to the best of my knowledge and belief.

### Member Declaration

I confirm that I am fit to follow my normal occupation or duties.... **Yes/No**

**Signature of Applicant:**.....**Date:**.....

## Consent to use and disclosure/Data Protection Acts, 1988 and 2003 and Section 71 of the Credit Union Act, 1997

I understand that under the Data Protection Acts, 1988 and 2003 (the "DPA"), my consent may be required for the Credit Union to process personal data that it may have in its possession concerning me (including disclosure to third parties). I note that this personal data may include sensitive personal data, such as data about my health, within the meaning of the DPA, the processing of which requires my explicit consent.

I also understand that under Section 71 of the Credit Union Act, 1997, the Credit Union, subject to exceptions listed in the Section, shall not disclose or permit to be disclosed, without my consent, any information that concerns an account or transaction of mine with the Credit Union.

For the purpose of assessing my application for membership, assessing any loan applications which I may make to you and generally for administering and monitoring any accounts I have with the Credit Union, including any loan accounts I have from time to time with you:

1. I consent:
  - (i) to you seeking information concerning applications for loans and my credit history from the date of my original consent from any credit union and for that purpose you may disclose any relevant information in any loan application which I may make to you or which you may have concerning me to any such credit union;
  - (ii) to any credit union disclosing information to you concerning applications for loans and my credit history from the date of my original consent with any such credit union;
  - (iii) to you disclosing any information in any application (including loan applications) or in respect of any account or transaction of mine with the Credit Union from the date of my original consent to officers or employees of the Irish League of Credit Unions for the purpose of fulfilling our requirements and under the Savings Protection Scheme if such a scheme is operated on behalf of the Credit Union by the Irish League of Credit Unions; and
  - (iv) to the processing of any information relating to me, either contained in this form or any other form or application, for the purpose of assessing applications and administering any accounts I maintain with the Credit Union.
  - (v) in the processing of information in accordance with law, such as the Criminal Justice Acts, or the Credit Union Act, 1997.
2. From time to time, the Credit Union, or third parties selected by the Credit Union, may use your details to inform you of goods and/or services which may be of interest to you.

The use of your details for marketing purposes will depend on the preferences that you express below:

### Opt-In (Marketing by email, text message and fax)

☐

I consent to the Credit Union, or third parties selected by the Credit Union, informing me of goods or services that may be of interest to me by email, text message or fax.

### Opt-Out (other forms of marketing)

☐

Please tick the box opposite if you do **not** want the Credit Union, or third parties selected by the Credit Union, to inform you by phone or letter of goods or services that may be of interest to you.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data.

Applicant's signature: ..... Date:.....

Print name: .....

Witnessed by: .....

Print name: .....

The information which is held on the ICB database relates to credit agreements between these ICB members and their customers/members. A condition of such agreements is that the customer/member agrees that the financial institution/credit union may use the data supplied for the purpose of credit checking. Consequently, where an individual enters a credit agreement with an ICB member, details of the individual's performance in complying with the terms of the agreement are input to the ICB "credit file" database, which may be accessed by all member institutions of ICB. Each time a person applies for credit from an ICB member, that institution accesses the ICB's "credit file" to ascertain the applicant's performance under any previous credit agreements with ICB members.

3. In addition to paragraphs 1 and 2 above, I further consent to and authorise the Credit Union to process and retain data provided by me in respect of this application, to seek and provide credit references (searches), to record details of any transaction relating to a loan or other credit which may result from this application with the Irish Credit Bureau (ICB) for a

period of 5 years from the date of closure of the loan and ICB to record, retain and disclose to its members details of such searches for a period of one year.

4. I acknowledge that the Credit Union and/or the ICB are permitted to disclose any material misstatement of fact contained in the application for financial accommodation to its members and relevant bodies. I consent to any such application being processed, recorded and retained by ICB.

Please note that you have the right to access personal data held about you by the Credit Union and to correct any inaccuracies in such data.

**Applicant's signature:** ..... **Date:** .....

**Print name:** .....

**Witnessed by:** .....

**Print name:** .....

**Existing Loan Balance: €.....Existing Savings Balance: €.....**

**Loan Approved by: (Signed).....**  
[Credit officer/credit committee/board of directors/special committee]

**Date:.....**



Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

# CREDIT AGREEMENT

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

## Credit Agreement between:

Name of member(s)

Address of member(s)

Name and Address of  
Member

Name and Address of  
Member

(the "Member(s)")

and

Credit Union Name

Credit Union Limited

having its registered office at

(the "Credit Union")

Whereas the Member(s) applied to the Credit Union for loan facilities and such application has been approved by the Credit Union and the Credit Union agrees to advance to the Member(s) credit in the amount set out below ("Loan") subject to the terms and conditions of this Credit Agreement and the Rules of the Credit Union.

**IMPORTANT INFORMATION** as at the  day of  201\_\_

1. Amount of the Loan: €

(comprising, in part, refinancing of the sum of €  already due and owing to the Credit Union)

2. Period of Agreement

3. Number of Repayment Instalments

4. Total Amount Repayable

€

(comprising, in part, refinancing of the sum of €  accrued interest due and owing to the Credit Union)

5. Cost of this Loan (4 minus 1)

€

6. APR

%

FOR INTERNAL CREDIT UNION  
USE ONLY

**NB: YOU MAY WITHDRAW FROM THIS CREDIT AGREEMENT, WITHOUT PENALTY AND WITHOUT HAVING TO GIVE A REASON, BY GIVING WRITTEN NOTICE TO THE CREDIT UNION (HAND-DELIVERED OR SENT BY POST) TO THIS EFFECT AT ANY TIME WITHIN 14 CALENDAR DAYS OF THE DAY ON WHICH THE CREDIT AGREEMENT IS CONCLUDED (I.E. THE DATE ON WHICH THE CREDIT UNION RECEIVES THE SIGNED CREDIT AGREEMENT BACK FROM YOU). YOU WILL BE REQUIRED TO REPAY ALL PRINCIPAL THAT YOU HAVE ALREADY DRAWDOWN, AND ALL INTEREST ACCRUED ON THAT PRINCIPAL (AT THE RATE SET OUT IN THIS CREDIT AGREEMENT), FROM THE DATE THE PRINCIPAL IS DRAWN DOWN UNTIL DATE IT IS REPAYED. THAT REPAYMENT MUST BE MADE WITHOUT UNDUE DELAY AND NO LATER THAN 30 CALENDAR DAYS FROM THE DATE THAT YOU SEND US THE WRITTEN WITHDRAWAL NOTICE.**

Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

# CREDIT AGREEMENT

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

## SCHEDULE

### TERM OF THE LOAN

The Term of the Loan shall be as stated in the Important Information Notice. The date the Loan is to be advanced is not known. Once this Credit Agreement and any other security documents (e.g. guarantee) have been signed by all parties the Loan will be available.

The date of expiry of the Loan shall be the date of the final repayment by the Member(s) of all sums due and owing in respect of this Credit Agreement.

### FINANCIAL DETAILS

1. Loan (a) €   
(comprising, in part, refinancing of the sum of €  already due and owing to the Credit Union)
2. Interest (b) €   
(comprising, in part, refinancing of the sum of €  accrued interest due and owing to the Credit Union) CREDIT AGREEMENT NUMBER
3. Total Repayable = (a) + (b) €
4. Security/insurance requirements (if any)
5. Interest rate per annum  % VARIABLE/FIXED
6. The Loan is payable by NUMBER FREQUENCY Instalments of €  INCLUDING/PLUS  
Interest commencing: DATE and each subsequent instalment on the same day of each succeeding repayment period  
followed by a final instalment of €  INCLUDING/PLUS interest to be paid on DATE (or as set out in the repayments schedule attached hereto)
7. Charges not included in the calculation of the APR:

By completing the signature clauses on the following pages the Member(s) acknowledge(s) receipt of this Credit Agreement and agree(s) to be bound by its terms and conditions.

PLEASE SIGN AND RETURN ALL COPIES OF THIS CREDIT AGREEMENT. IF EVERYTHING IS IN ORDER, THESE WILL THEN BE SIGNED BY THE CREDIT UNION AND A COPY WILL BE RETURNED TO YOU WITHIN 10 DAYS. IN ORDER TO RESERVE THE LOAN YOU MUST RETURN TO THE CREDIT UNION ALL SIGNED COPIES OF THIS CREDIT AGREEMENT WITHIN  DAYS. IF THE LOAN IS NOT DRAWN DOWN WITHIN  MONTH(S) OF THE DATE UPON WHICH THIS CREDIT AGREEMENT IS SIGNED BY THE MEMBER, THE LOAN OFFER WILL AUTOMATICALLY LAPSE.

Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

## CREDIT AGREEMENT

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

### DECLARATION OF BORROWER(S) AND SIGNATURES TO AGREEMENT

To:  Credit Union Limited

1. I/we warrant that the information supplied to the Credit Union as part of my/our application for the Loan is now confirmed and accurate.

2. I/we authorise the Credit Union:

- (i) to open a loan account in my/our name(s) which shall be subject to the terms and conditions of this Credit Agreement and the Rules of the Credit Union;
- (ii) to implement the necessary procedures to make the Loan available and to put the appropriate repayment schedule in place; and
- (iii) to debit the loan account with the amount of the Loan and to transfer funds, issue a cheque or otherwise disburse funds in the amount of the Loan (less any refinanced amount) as specified.

I/we hereby pledge all paid shares, all payments on account of shares and all deposits, which I/we have now or hereafter may have in the Credit Union as security for repayment of this Loan together with interest, costs and expenses and I/we hereby authorise the Credit Union to apply any and all such paid shares, payments on account of shares or deposits to the payment of said Loan, interest, costs and expenses. I/we hereby waive presentments for payments, demand, protest and notice of protest and dishonour of the same.

This Credit Agreement, to the extent that it covers refinancing of an existing loan, is in substitution for any credit agreement given by me/us in respect of that loan.

**I/we have read and agree to be bound by the terms and conditions contained in this Credit Agreement.**

Signed by:	<input type="text"/>	<input type="text"/>
Date:	<input type="text"/>	Date: <input type="text"/>
Print name:	<input type="text"/>	Print name: <input type="text"/>
Signed for and on behalf of the Credit Union by:	<input type="text"/>	Date: <input type="text"/>
Print name:	<input type="text"/>	Position: <input type="text"/>

**WARNING: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.**

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.**

Credit Union Limited is regulated by the Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2

# CREDIT AGREEMENT

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

## TERMS AND CONDITIONS

### 1. Advance and Repayment

- 1.1 The Credit Union agrees to advance and the Member(s) agree(s) to borrow the Loan subject to the terms and conditions of the Credit Agreement.
- 1.2 The Member(s) covenant(s) to repay the Loan and to pay interest thereon in accordance with the terms and conditions of the Credit Agreement.
- 1.3 Unless otherwise agreed with the Credit Union, drawdown of the Loan must take place as set out on the page 1 of the Credit Agreement.
- 1.4 Repayments in excess of those agreed may be made at the discretion of the Member(s), at any time during the period of the Loan without additional cost.
- 1.5 There are no charges for maintaining the loan account referred to in the Declaration of Borrower(s) and Signature of Agreement section above. There are no other charges deriving from this Credit Agreement.

### 2. Means and Costs of early repayment termination by the Member(s)

The Member(s) may repay the Loan in part or in full at any time during the period of the Loan without any additional cost. If you wish to do this, you should give us written notice (delivered by hand or sent by post) that you intend to do so.

### 3. Interest

In the case of variable interest rate loans, the interest rate may vary at any time during the period of the Loan in light of local market conditions or to reflect the cost to the Credit Union of funding the loan. This may cause the Member's repayment amount or term to change. The Credit Union will notify the Member in writing if the interest rate changes.

In the case of fixed rate loans, the interest rate will remain the same for the term of the Loan.

### 4. Repayment Protection Insurance ("RPI")

- 4.1 Where the Member(s) has/have elected to avail of RPI, the amount of the premium is included in the amount of Loan advanced (as specified at no.1 on the page 1 of the Credit Agreement).
- 4.2 The Member(s) hereby authorise(s) the Credit Union to pay the RPI premium directly to the relevant insurance company and to discharge any commission due to the Credit Union.
- 4.3 The Member(s) hereby authorise(s) the Credit Union to apply the whole or any part of the proceeds of the insurance in discharge of all or any part of the monies payable by the Member on the Loan.

### 5. Annual Percentage Rate of Charge (the "APR") – circumstances under which it can be amended

- 5.1 The APR specified in this Credit Agreement means the total cost of the Loan to you expressed as an annual percentage of the total cost of the Loan, on an annual basis equating to the present value of all commitments (loans, repayments and charges), future or existing, agreed by the Credit Union and the Member(s) concerned.
- 5.2 The APR is as stated in the Important Information Notice and subject to change in accordance with paragraph 5.3 below.
- 5.3 The APR may change from time to time subject to local market conditions and, for example, in the following circumstances:
  - (a) if the interest rate changes during the term of the agreement or between the date of the Credit Agreement and the date of drawdown;
  - (b) if the drawdown date differs from the date of the APR calculation; and
  - (c) if the interval by which the interest is charged changes.
- 5.4 The following assumptions were used to calculate the APR specified in this Credit Agreement:
  - (a) that this Credit Agreement will remain valid for the term of this Credit Agreement (specified on page 1);
  - (b) that the Credit Union and the Member will comply with this Credit Agreement for the term of this Credit Agreement;
  - (c) that the interest rate quoted on page 2 of this Credit Agreement will not change for the term of this Credit Agreement;
  - (d) that the Member will drawdown the full amount of the Loan in one instalment as soon as the Member is permitted to do so under this Credit Agreement.

### 6. Termination

The Loan is immediately repayable in the event of the bankruptcy, death or contractual incapacity of the Member(s) in accordance with the Credit Union Act 1997 (as amended) and the Rules of the Credit Union.

### 7. Events of Default

- 7.1 In the event of:
  - (a) any repayment of principal or payment of interest in respect of the Loan not being made on the due date; or
  - (b) any breach by the Member(s) of the terms and conditions of the Credit Agreement or of any other obligations of the Member(s) to the Credit Union; or

- (c) the death, bankruptcy or contractual incapacity of any guarantor or if any guarantee should for any reason become unenforceable or if notice of termination is received by the Credit Union from any guarantor and insofar as any of the aforementioned relate to the Loan or any guarantee held in respect thereof

the Credit Union may, subject to and in accordance with the provisions of the Credit Union Act 1997 (as amended) and the Rules of the Credit Union, terminate the Credit Agreement and call in the Loan together with accrued but unpaid interest.

## **8. Costs and Penalties if you default**

- 8.1 Subject to 8.3, no costs or penalties (such as default interest) will be payable by the Member(s) in the event of early termination of this Credit Agreement in any of the circumstances described in Condition 7 above.
- 8.2 On termination the Member(s) must pay the Credit Union all instalment arrears due and payable up to the date of termination including any interest due on late repayments.
- 8.3 Notwithstanding the foregoing, any costs or expenses (including legal fees) incurred by the Credit Union in relation to recovery of the Loan shall be payable by the Member(s)

## **9. Amortisation Table**

You have the right to receive, on request and free of charge a statement of account in the form of an amortisation table. You may make this request at any time during the term of the Loan.

*[If this is not the case i.e. if payments do not give rise to an immediate amortisation of capital, this version of Condition 9 should be deleted and replaced with a new Condition 9 entitled "Statement" which provides as follows: "Interest under this Credit Agreement are to be paid without capital amortisation and, as such, below is a statement showing the periods and conditions for the payment of interest: [insert table].*

## **10. Complaint**

If you wish to make a complaint contact the credit union and we will endeavour to resolve the complaint in accordance with our complaints procedure under the Rules of the Credit Union. If you are unhappy with our response you may also be able to refer your complaint to the Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, lo-call 1890 88 2090.

## **11. Governing Law; Jurisdiction; Language**

This Credit Agreement shall be governed by and construed in accordance with the laws of Ireland. The courts of Ireland shall have jurisdiction to hear any dispute arising in connection with this Credit Agreement. All correspondence and communications between the credit union and you will be in English unless we otherwise agree with you that correspondence and communications will be in Irish.

## GUARANTEE OF CREDIT AGREEMENT

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

- 1.1 In consideration of **CREDIT UNION NAME** Credit Union Limited (the **"Credit Union"**) having agreed to advance the sum of **AMOUNT IN WORDS** under a Credit Agreement (the **"Credit Agreement"**) dated **INSERT DATE**, between **MEMBERS NAME(S)** (the **"Member(s)"**), membership number **MEMBER NUMBER** and the Credit Union, **GUARANTOR NAME(S)** (the **"Guarantor(s)"**) jointly and severally guarantee the repayment by the Member(s) of all sums due and owing in respect of the Credit Agreement together with all relevant interest, costs and expenses (including but not limited to legal expenses) due thereon at the times and in the manner set out in the Credit Agreement (the **"Obligations"**) and agree to pay to the Credit Union on demand (following any default by the Member(s)) the full amount of the Obligations.
- 1.2 The liability of the Guarantor(s) under Clause 1.1 is a primary obligation and not that of a mere surety. If any of the Obligations of the Member(s) is void, voidable or unenforceable for any reason, the liability of the Guarantor(s) under Clause 1.1 is unaffected and the Guarantor(s) shall discharge the Obligations as if primarily liable for the performance of the Obligations.
- 1.3 The liability of the Guarantor(s) under Clause 1.1 is not affected by an arrangement which the Credit Union may make with the Member(s) or with another person which (but for this Clause 1.3) might operate to diminish or discharge the liability of or otherwise provide a defence to the Guarantor(s).
- 1.4 Without affecting the generality of Clause 1.3, the Credit Union may at any time as it thinks fit and without reference to the Guarantor(s):
- (a) grant time for payment or grant another indulgence or agree to an amendment, variation, waiver or release in respect of any of the Obligations of the Member(s);
  - (b) give up, deal with, vary, exchange or abstain from perfecting or enforcing other securities or guarantees held by the Credit Union;
  - (c) discharge a party to all or any other securities or guarantees held by the Credit Union and realise all or any of those securities or guarantees.
- 1.5 The Guarantor(s) pledge(s) all paid shares, all payments on account of shares and all deposits, which the Guarantor(s) now has/have or hereafter may have in this Credit Union as security for repayment of the Obligations and the Guarantor(s) hereby authorise(s) the Credit Union to apply (without the need to give the Guarantor(s) prior notice) any and all such paid shares, payments on account of shares or deposits to the payment of said Obligations and to notify the Guarantor(s) after each such application as to that fact.
- 1.6 The Guarantor(s) severally agree(s) that the Credit Union may make more than one demand for payment under this Guarantee and it shall not be necessary prior to making any demand under this Guarantee for the Credit Union to make demand enforce or seek to enforce any claim or remedy against, or to take proceedings against or take any action to enforce any security given by, the Member(s) or the Guarantor or any other person.
- 1.7 The Guarantor(s) acknowledge(s) receipt of a copy of this Guarantee and the Credit Agreement in accordance with the Credit Union Act 1997 (as amended).
- 1.8 The Guarantor(s) acknowledge(s) that he/she/they sign(s) this Guarantee freely and voluntarily with full understanding of its contents and that he/she/they has/have had the opportunity to take separate independent legal advice on the terms on the Guarantee prior to signing this Guarantee.

**Warning: As a guarantor of this loan, you will have to pay off the loan, the interest and all associated charges if the borrower does not. Before you sign this guarantee you should get independent legal advice.**

<b>Guarantor's signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>
<b>Print Name and Address:</b>	<input type="text"/>	<b>Guarantor's Account Number (if Applicable)</b>	<input type="text"/>

<b>Witnessed by:</b>	<input type="text"/>
<b>Print name:</b>	<input type="text"/>

<b>Guarantor's signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>
<b>Print Name and Address:</b>	<input type="text"/>	<b>Guarantor's Account Number (if applicable)</b>	<input type="text"/>

<b>Witnessed by:</b>	<input type="text"/>
<b>Print name:</b>	<input type="text"/>

<b>Signed for and on behalf of the Credit Union by:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>
<b>Print name:</b>	<input type="text"/>	<b>Position:</b>	<input type="text"/>

**THESE NOTES ARE TO ASSIST THE CREDIT UNION AND SHOULD NOT BE INCLUDED IN THE FORM  
OF GUARANTEE TO BE SIGNED BY THE GUARANTORS**

1. *Paragraph 1.1:* Under the Credit Union Act 1997 any contract of guarantee relating to a loan must be in writing. It is also advisable that names of the parties and any account numbers are printed clearly into the relevant sections of the guarantee.
2. *Paragraph 1.1:* Under the Credit Union Act 1997 the person who is guaranteeing the loan for the member must not be an officer of the credit union unless the member is the officer's spouse, child or parent.
3. *Paragraph 1.1:* Under the Credit Union Act 1997 if the borrowing member is a minor then a separate indemnity in addition to the guarantee must be completed by the guarantor. The form of this indemnity is laid out in the Guidance Notes of the Irish League of Credit Unions RE Minor Accounts [issued March 1998].
4. *Paragraph 1.5:* This paragraph covers situations where the guarantor is a member of the Credit Union, situations where the guarantor is not a member of the Credit Union and situations where the guarantor is not a Member of the Credit Union at the time the guarantee is executed but subsequently becomes a Member.
5. *Paragraph 1.4/1.5/1.6:* These paragraphs give the Credit Union the right to take certain actions without the need to inform the guarantor(s). However it is advisable to keep the guarantor informed of any actions or events between the credit union and the borrowing member which relate to the loan and its repayment to increase the probability of successfully enforcing the guarantee.
6. *Paragraph 1.7:* Under the Credit Union Act 1997 the Credit Union must ensure that a copy of the guarantee and the credit agreement is either handed personally to the guarantor immediately after the contract is entered into, or delivered or sent to the guarantor within 10 days after the contract is entered into.
7. *Signature Clauses:* Under the Credit Union Act 1997 the guarantee must be signed by the guarantor(s) and by or on behalf of all other parties to the guarantee. It is also advisable that the names of all parties signing, together with the addresses and date, be printed clearly in the sections provided next to the signature clauses.



Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

## CREDIT AGREEMENT

(for a body corporate or unincorporated member)

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

### Credit Agreement between:

Name of member

Address of member

MEMBER'S NAME & ADDRESS

(the "Member")

and

Credit Union Name

Credit Union Limited

having its registered office at

(the "Credit Union")

Whereas the Member applied to the Credit Union for loan facilities and such application has been approved by the Credit Union and the Credit Union agrees to advance to the Member credit in the amount set out below ("Loan") subject to the terms and conditions of this Credit Agreement and the Rules of the Credit Union.

**IMPORTANT INFORMATION** as at the  day of  201\_\_

1. Amount of the Loan: €

(comprising, in part, refinancing of the sum of €  already due and owing to the Credit Union)

2. Period of Agreement

3. Number of Repayment Instalments

4. Total Amount Repayable

€

(comprising, in part, refinancing of the sum of €  accrued interest due and owing to the Credit Union)

5. Cost of this Loan (4 minus 1)

€

6. APR

%

FOR INTERNAL CREDIT UNION  
USE ONLY

**NB: YOU MAY WITHDRAW FROM THIS CREDIT AGREEMENT, WITHOUT PENALTY AND WITHOUT HAVING TO GIVE A REASON, BY GIVING WRITTEN NOTICE TO THE CREDIT UNION (HAND-DELIVERED OR SENT BY POST) TO THIS EFFECT AT ANY TIME WITHIN 14 CALENDAR DAYS OF THE DAY ON WHICH THE CREDIT AGREEMENT IS CONCLUDED (I.E. THE DATE ON WHICH THE CREDIT UNION RECEIVES THE SIGNED CREDIT AGREEMENT BACK FROM YOU). YOU WILL BE REQUIRED TO REPAY ALL PRINCIPAL THAT YOU HAVE ALREADY DRAWDOWN, AND ALL INTEREST ACCRUED ON THAT PRINCIPAL (AT THE RATE SET OUT IN THIS CREDIT AGREEMENT), FROM THE DATE THE PRINCIPAL IS DRAWN DOWN UNTIL DATE IT IS REPAYED. THAT REPAYMENT MUST BE MADE WITHOUT UNDUE DELAY AND NO LATER THAN 30 CALENDAR DAYS FROM THE DATE THAT YOU SEND US THE WRITTEN WITHDRAWAL NOTICE.**

CA02 Revised Aug 2012

Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

## CREDIT AGREEMENT

(for a body corporate or unincorporated member)

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

### SCHEDULE

#### TERM OF THE LOAN

The Term of the Loan shall be as stated in the Important Information Notice. The date the Loan is to be advanced is not known. Once this Credit Agreement and any other security documents (e.g. guarantee) have been signed by all parties the Loan will be available.

The date of expiry of the Loan shall be the date of the final repayment by the Member of all sums due and owing in respect of this Credit Agreement.

#### FINANCIAL DETAILS

1. Loan (a) €   
(comprising, in part, refinancing of the sum of €  already due and owing to the Credit Union)
2. Interest (b) €   
(comprising, in part, refinancing of the sum of €  accrued interest due and owing to the Credit Union) CREDIT AGREEMENT NUMBER
3. Total Repayable = (a) + (b) €
4. Security/insurance requirements (if any)
5. Interest rate per annum  % VARIABLE/FIXED
6. The Loan is payable by NUMBER FREQUENCY Instalments of €  INCLUDING/PLUS  
Interest commencing: DATE and each subsequent instalment on the same day of each succeeding repayment period  
followed by a final instalment of €  INCLUDING/PLUS interest to be paid on DATE (or as set out in the repayments schedule attached hereto)
7. Charges not included in the calculation of the APR:

By completing the signature clauses on the following pages the Member(s) acknowledge(s) receipt of this Credit Agreement and agree(s) to be bound by its terms and conditions.

PLEASE SIGN AND RETURN ALL COPIES OF THIS CREDIT AGREEMENT. IF EVERYTHING IS IN ORDER, THESE WILL THEN BE SIGNED BY THE CREDIT UNION AND A COPY WILL BE RETURNED TO YOU WITHIN 10 DAYS. IN ORDER TO RESERVE THE LOAN YOU MUST RETURN TO THE CREDIT UNION ALL SIGNED COPIES OF THIS CREDIT AGREEMENT WITHIN  DAYS. IF THE LOAN IS NOT DRAWN DOWN WITHIN  MONTH(S) OF THE DATE UPON WHICH THIS CREDIT AGREEMENT IS SIGNED BY THE MEMBER, THE LOAN OFFER WILL AUTOMATICALLY LAPSE.

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## CREDIT AGREEMENT

(for a body corporate or unincorporated member)

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

### DECLARATION OF BORROWER AND SIGNATURES TO AGREEMENT

To:  Credit Union Limited

1. We warrant that the information supplied to the Credit Union as part of our application for the Loan is now confirmed and accurate.
2. We authorise the Credit Union:
  - (i) to open a loan account in our name which shall be subject to the terms and conditions of this Credit Agreement and the Rules of the Credit Union;
  - (ii) to implement the necessary procedures to make the Loan available and to put the appropriate repayment schedule in place; and
  - (iii) to debit the loan account with the amount of the Loan and to transfer funds, issue a cheque or otherwise disburse funds in the amount of the Loan (less any refinanced amount) as specified.

We hereby pledge all paid shares, all payments on account of shares and all deposits, which we have now or hereafter may have in the Credit Union as security for repayment of this Loan together with interest, costs and expenses and we hereby authorise the Credit Union to apply any and all such paid shares, payments on account of shares or deposits to the payment of said Loan, interest, costs and expenses. We hereby waive presentments for payments, demand, protest and notice of protest and dishonour of the same.

This Credit Agreement, to the extent that it covers refinancing of an existing loan, is in substitution for any credit agreement given by us in respect of that loan.

**We have read and agree to be bound by the terms and conditions contained in this Credit Agreement.**

Signed by:

SIGNATURE OF MEMBER

Duly Authorised on behalf of the Member

Date:

SIGNATURE OF MEMBER

Duly Authorised on behalf of the Member

Date:

Print name:

Print name:

Signed for and on behalf  
of the Credit Union by:

Date:

Print name:

Position:

**WARNING: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.**

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.**

Note: The figures and balances quoted in this Credit Agreement reflect the position on the date of production of the agreement. Should the approved loan not be drawn down, in full, on that date the figures and balances may change, and this Credit Agreement may be superseded by a revised Credit Agreement, provided at draw down of funds.

## CREDIT AGREEMENT

(for a body corporate or unincorporated member)

(Regulated by the Credit Union Act 1997 (as amended) and the Rules of the Credit Union)

Agreement Number (if any)

Account Number

### TERMS AND CONDITIONS

#### 1. Advance and Repayment

- 1.1 The Credit Union agrees to advance and the Member agrees to borrow the Loan subject to the terms and conditions of the Credit Agreement.
- 1.2 The Member covenants to repay the Loan and to pay interest thereon in accordance with the terms and conditions of the Credit Agreement.
- 1.3 Unless otherwise agreed with the Credit Union, drawdown of the Loan must take place as set out on the page 1 of the Credit Agreement.
- 1.4 Repayments in excess of those agreed may be made at the discretion of the Member, at any time during the period of the Loan without additional cost.
- 1.5 There are no charges for maintaining the loan account referred to in the Declaration of Borrower and Signature of Agreement section above. There are no other charges deriving from this Credit Agreement.

#### 2. Means and Costs of early repayment termination by the Member

The Member may repay the Loan in part or in full at any time during the period of the Loan without any additional cost. If you wish to do this, you should give us written notice (delivered by hand or sent by post) that you intend to do so.

#### 3. Interest

In the case of variable interest rate loans, the interest rate may vary at any time during the period of the Loan in light of local market conditions or to reflect the cost to the Credit Union of funding the loan. This may cause the Member's repayment amount or term to change. The Credit Union will notify the Member in writing if the interest rate changes.

In the case of fixed rate loans, the interest rate will remain the same for the term of the Loan.

#### 4. Repayment Protection Insurance ("RPI")

- 4.1 Where the Member has elected to avail of RPI, the amount of the premium is included in the amount of Loan advanced (as specified at no.1 on the page 1 of the Credit Agreement).
- 4.2 The Member hereby authorises the Credit Union to pay the RPI premium directly to the relevant insurance company and to discharge any commission due to the Credit Union.
- 4.3 The Member hereby authorises the Credit Union to apply the whole or any part of the proceeds of the insurance in

discharge of all or any part of the monies payable by the Member on the Loan.

#### 5. Annual Percentage Rate of Charge (the "APR") – circumstances under which it can be amended

- 5.1 The APR specified in this Credit Agreement means the total cost of the Loan to you expressed as an annual percentage of the total cost of the Loan, on an annual basis equating to the present value of all commitments (loans, repayments and charges), future or existing, agreed by the Credit Union and the Member concerned.
- 5.2 The APR is as stated in the Important Information Notice and subject to change in accordance with paragraph 5.3 below.
- 5.3 The APR may change from time to time subject to local market conditions and, for example, in the following circumstances:
  - (a) if the interest rate changes during the term of the agreement or between the date of the Credit Agreement and the date of drawdown;
  - (b) if the drawdown date differs from the date of the APR calculation; and
  - (c) if the interval by which the interest is charged changes.
- 5.4 The following assumptions were used to calculate the APR specified in this Credit Agreement:
  - (a) that this Credit Agreement will remain valid for the term of this Credit Agreement (specified on page 1);
  - (b) that the Credit Union and the Member will comply with this Credit Agreement for the term of this Credit Agreement;
  - (c) that the interest rate quoted on page 2 of this Credit Agreement will not change for the term of this Credit Agreement;
  - (d) that the Member will drawdown the full amount of the Loan in one instalment as soon as the Member is permitted to do so under this Credit Agreement.

#### 6. Termination

The Loan is immediately repayable in the event of the bankruptcy, death or contractual incapacity of the Member in accordance with the Credit Union Act 1997 (as amended) and the Rules of the Credit Union.

#### 7. Events of Default

7.1 In the event of:

- (a) any repayment of principal or payment of interest in respect of the Loan not being made on the due date; or
- (b) any breach by the Member of the terms and conditions of the Credit Agreement or of any other obligations of the Member to the Credit Union; or
- (c) the death, bankruptcy or contractual incapacity of any guarantor or if any guarantee should for any reason become unenforceable or if notice of termination is received by the Credit Union from any guarantor and insofar as any of the aforementioned relate to the Loan or any guarantee held in respect thereof

the Credit Union may, subject to and in accordance with the provisions of the Credit Union Act 1997 (as amended) and the Rules of the Credit Union, terminate the Credit Agreement and call in the Loan together with accrued but unpaid interest.

be in English unless we otherwise agree with you that correspondence and communications will be in Irish.

**8. Costs and Penalties if you default**

- 8.1 Subject to 8.3, no costs or penalties (such as default interest) will be payable by the Member in the event of early termination of this Credit Agreement in any of the circumstances described in Condition 7 above.
- 8.2 On termination the Member must pay the Credit Union all instalment arrears due and payable up to the date of termination including any interest due on late repayments.
- 8.3 Notwithstanding the foregoing, any costs or expenses (including legal fees) incurred by the Credit Union in relation to recovery of the Loan shall be payable by the Member.

**9. Amortisation Table**

You have the right to receive, on request and free of charge a statement of account in the form of an amortisation table. You may make this request at any time during the term of the Loan.

*[If this is not the case i.e. if payments do not give rise to an immediate amortisation of capital, this version of Condition 9 should be deleted and replaced with a new Condition 9 entitled "Statement" which provides as follows: "Interest under this Credit Agreement are to be paid without capital amortisation and, as such, below is a statement showing the periods and conditions for the payment of interest: [insert table]."*

**10. Complaint**

If you wish to make a complaint contact the credit union and we will endeavour to resolve the complaint in accordance with our complaints procedure under the Rules of the Credit Union. If you are unhappy with our response you may also be able to refer your complaint to the Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, lo-call 1890 88 2090.

**11. Governing Law; Jurisdiction; Language**

This Credit Agreement shall be governed by and construed in accordance with the laws of Ireland. The courts of Ireland shall have jurisdiction to hear any dispute arising in connection with this Credit Agreement. All correspondence and communications between the credit union and you will



## SAMPLE AUTHORISATION TO WITHDRAW FUNDS

To: \_\_\_\_\_ Credit Union Limited

Name: \_\_\_\_\_

Membership Number \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

This is to certify that I, being of sound mind and judgment do hereby authorise:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relationship to member (if any): \_\_\_\_\_

to withdraw funds from the above referenced account **subject to the following qualifications:**

- (a) individual withdrawal maximum € \_\_\_\_\_ ; and/or
- (b) maximum withdrawal frequency \_\_\_\_\_ per day/week/fortnight/month (*delete as appropriate*); or
- (c) any withdrawals deemed necessary by the above authorised signatory .

This authority is to remain in force until further notice is sent by me in writing to the credit union (and received by the credit union) revoking my instruction in this regard.

In consideration of the credit union granting this facility, I undertake to indemnify and save the credit union against all actions, liabilities or demands howsoever arising in respect of or on account of any such withdrawals made.

Member's Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Position: \_\_\_\_\_



**FORM OF RECEIPT AND INDEMNITY FOR AUTHORISED WITHDRAWAL**

To: \_\_\_\_\_ **Credit Union Limited**

**Account No.:** \_\_\_\_\_ **Account Holder:** \_\_\_\_\_

I, \_\_\_\_\_ (print name) hereby acknowledge receipt of the sum of €\_\_\_\_\_ being a withdrawal from the above referenced account.

I hereby indemnify the credit union against all claims, actions, costs, demands, expenses or tax howsoever arising which may fall due on account of this withdrawal.

**The sum withdrawn will be used exclusively for the benefit of the account holder.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_



**FORM OF RECEIPT FOR REPAYMENT OF SECURED DEBT**

..... *Credit Union Limited*

The above credit union hereby acknowledges that it has this ..... day of.....  
20..... received the sum of €....., representing all money intended to be  
secured by the [within (or above) written] [annexed] deed [and by a further charge dated, etc.,  
or otherwise as required].

<i>Signed:</i>	.....	<i>Board of Directors</i>
<i>Signed:</i>	.....	<i>Board of Directors</i>
<i>Signed:</i>	.....	<i>Board of Directors</i>
<i>Signed:</i>	.....	<i>Secretary</i>





**IrishLeague**  
of **CreditUnions**

**FORM OF TRANSFER OF SHARES**

..... **Credit Union Limited**

**(A) DENOTES THE TRANSFEROR**

**(B) DENOTES THE TRANSFEREE**

Agreement dated the .....day of ..... 20.....

and made between (A).....

and (B).....

of ..... in the County of .....

witnesses that in consideration of the sum of €.....paid by the said  
(B).....

to the said (A).....

(the receipt of which is hereby acknowledged) the said (A).....

..... hereby transfers to the said (B).....

..... his executors, administrators and assigns

..... shares now standing in his/her name

(Membership Number ..... ) in the records of the above credit union to hold  
the said shares absolutely.

AND the said (B) hereby requests the Authorised Officer of the above credit union to transfer  
the said shares to his/her account.

**Signature (A):**.....

**Witnessed:**.....

**Signature (B):**.....

**Witnessed:**.....



**IrishLeague**  
of **CreditUnions**

***NOTICE OF WITHDRAWAL FROM MEMBERSHIP FORM***

..... ***Credit Union Limited***

I, ..... Membership No. .... hereby  
give notice of my withdrawal from membership of the above credit union in accordance with  
Rule 25 (5) of the Standard Rules for Credit Unions (Republic of Ireland), effective from the  
date indicated on this form.

**SIGNATURE:** .....

**DATE:**.....

**PRINT NAME:** .....

**WITNESSED BY:** .....

**POSITION:** .....

## APPENDIX II



### **DECLARATION OF FIDELITY AND SECRECY**

..... ***Credit Union Limited***

*[TO BE EXECUTED ANNUALLY BY EVERY OFFICER AND VOLUNTARY ASSISTANT OF THE CREDIT UNION]*

I, *(print name)* .....

of *(print address)* .....

do hereby solemnly and sincerely declare that:

- (a) I will at all times keep secret and never divulge, save in accordance with law or these rules, any of the affairs of the credit union or of its members or officers that may come to my knowledge;
- (b) I will never do or say anything likely to injure the credit union;
- (c) I will endeavour to make myself acquainted with the law in relation to the credit union and the rules of the credit union;
- (d) I will make known without delay to the board of directors or to the supervisory committee any fraud or irregularity against the credit union; and
- (e) I will diligently perform, to the best of my ability, the duties of any office assigned to me in the credit union.

***Signed:*** ..... ***Date:***.....

***Print name:***.....

***Witnessed:***..... ***Date:***.....

***Print name:***.....

## INDEX

(References are to rule numbers)

Accounting principles	148
Accounting records	146
Additional services	58 - 63
Affiliation	171
Age 16 (person under)	17
Amalgamation	161 – 165
Amendment of registered rules	10
Annual accounts	1, 149
Annual returns	1, 159
Assets and liabilities ratios	143
Auditor	151 – 158
Balance sheet (availability)	150
Bankruptcy	31
Board of directors	1, 64 - 77
Books (inspection of)	128
Borrow (power to)	42
Building	50
Chairman	90
Charges on assets	41
Common bond	1, 14, 20, 44
Complaints (disputes)	160
Confidentiality of information	122
Conflicts of interest	120
Contracts	49
Control (system of)	147
Credit agreement	46A – E, 168
Credit committee	94 – 103
Credit control committee	104 – 108
Credit control officer	108
Credit officer	99
Death (small payments on)	29
Deposits	33, 37 – 38
Dividends	36
Dormant accounts	22
Directors (board of)	64 – 77
Elections	136 – 142
Examiner	167
Financial year	145
Forms	169
Fund (special)	53
Honorarium (treasurer)	119 + 130 (f)
Inspection of books	128
Interest (deposits)	37
Interest (loans)	47

## INDEX (Continued)

Insurance	56 - 57
Investigations	144
Investments	52
Irish League of Credit Unions (affiliation)	171
Joint accounts	39
Land	50
Liability of officer etc.	126
Lien	26
Loans	43 - 47
Meetings	1, 129 – 135
Member of the family	1, 16
Membership	13 - 25
Application	15
Committee	109 - 113
Qualifications	17
Person under age 16	19
Appeal	23
Cesser	25
Expulsion and withdrawal	
Mentally incapable person	30
Money laundering reporting officer	116
Name	2 – 3
Nomination (of property)	27 – 28
Nominations, elections etc.	136 – 142
Objects	5
Officer (liability)	126
Officer	1
Operating principles	6
Organisation meeting	129
Principal posts	89 - 93
Ratios	143
Records and registers	168
Register	1
Register (members and officers)	127
Registration	7 – 8
Remuneration (limit on)	119
Remuneration (treasurer)	119 + 130 (f)
Reserve	54
Rules	9 – 12
Savings	1
Savings protection scheme	1, 55
Seal	4
Secretary	92

## INDEX (Continued)

Security (by officers)	124
Security (loans)	43 – 44
Service of notices	170
Services (additional)	58 – 63
Shares	1, 33 - 36, 38
Signatories (required)	121
Small payments on death	29
Special resolution	1
Statutory reserve	54
Supervisory committee	78 - 88
Surplus funds	1, 52, 54
Suspension and removal of officers	115
System of control and safe custody	146
Training liaison officer	117
Transfer of engagements	162 – 165
Treasurer	93
Treasurer (remuneration)	119
Vice-Chairman	91
Voting age	141
Youth development officer	118
Winding up	166







