



Mortgage Arrears Resolution Process – A guide for Members in financial difficulty with their Home Loan Repayments.

About the Credit Union.

Dubco Ireland Credit Union Limited is regulated by the Central Bank of Ireland and registered with the Registry of Credit Unions under registration number 337CU. The registered office of Dubco Ireland Credit Union is Little Green Street, Dublin 7.

In this document, 'We' or 'us' or 'the Credit Union' 'Dubco' or 'Dubco Ireland Credit Union' refer to Dubco Credit Union Limited. 'You' or 'the Borrower' or 'the Member' refers to the person applying through the MARP process.

Introduction.

This Mortgage Arrears Resolution Process (MARP) booklet sets out how Dubco follows best practice when helping Members who have arrears on their Home Loan or those who are at risk of developing arrears (known as pre-arrears). Each case of arrears is unique and is considered on its own merit. Dubco is committed to handling all cases sympathetically and positively, with the aim of assisting the Member to meet their Home Loan obligations.

Application of this MARP.

This MARP applies only to your Home Loan which is secured by a first legal charge in favour of Dubco Ireland Credit Union Limited on your Principal Private Residence.

It is very important that you review and consider the terms of any Alternative Repayment Arrangement ('ARA') before agreeing to it. We recommend you seek independent legal and financial advice before agreeing to any ARA.

This Alternative Repayment Arrangement may affect your credit rating and thus your ability to borrow in the future.

It is important that you continue to update Dubco for changes to your circumstances that may occur during the period of the agreed ARA, as we may have to consider a more suitable arrangement if your circumstances change.

Please note that we will be unable to make a full assessment of your case until all the required documentation has been returned.

At your request, and with your written consent, we will liaise with a third party nominated by you to act on your behalf in relation to your arrears situation. This does not prevent Dubco from contacting you directly, in relation to other matters, or issuing communications required.

If you purchased payment protection insurance in relation to your Home Loan account which has subsequently gone into arrears, you may wish to investigate if you can make a claim under this policy.

In the case of joint borrowers who notify Dubco in writing that they have separated or divorced, we will treat each borrower as a single borrower under The Code of Conduct on Mortgage Arrears (except to the extent that an action requires, as a matter of law, the agreement of both borrowers).

The Process.

The Mortgage Arrears Resolution Process (MARP) has four steps:

Step 1 Communication.

Step 2 Your financial information.

Step 3 Our assessment.

Step 4 Resolution.

Step 1 – Communication.

This is the most important step in the MARP process. Where you are at risk of not being able to meet your Home Loan repayments as they fall due, and to ensure that the MARP process can apply, you must communicate with Dubco Ireland Credit Union Limited as soon as you are aware of these circumstances. Any communication should include the reasons as to why your repayment difficulties are arising / likely to arise. The more pro-active a Member is in this regard, the more successful the outcome of MARP.

If you are concerned about your ability to make your next Home Loan repayment or have already fallen into arrears, please contact the Arrears Support Team at Dubco for help and guidance. You can do so by ringing 01 887 0400 (Mon – Fri 9:00am to 5:00pm excl. bank holidays) and asking for the Member Services Manager or the Credit Controller, and advising them that the call is in relation to current or potential Home Loan repayment difficulties. You may also e mail: info@dubcoireland.ie with MARP in the subject line.

Once you make contact, our Arrears Support Team (the Member Services Manager and the Credit Controller) will explore potential suitable solutions that may apply to your case.

Dubco sends letters to all Members in arrears, detailing the amount of arrears outstanding and other key information about your Home Loan. Each correspondence will also reference the MARP and the steps you will need to follow. If we do contact you, it is very important that you respond promptly so that we can deal with the matter efficiently and effectively.

We aim to ensure that our communications are easy to understand and are not aggressive or intimidating. We will keep communications to the least amount needed and will ensure that they are proportionate to the prevailing circumstances. In each communication, you will be given a clear instruction as to what action you must take and a timeframe within which you should have completed the required action. We will allow enough time for you to complete that action before any follow up call is made.

Step 2 – Financial Information.

To assess your situation, the Arrears Support Team will require an update regarding your current personal and financial circumstances. This is necessary for us to understand how your circumstances may have changed and whether the change is expected to be temporary or permanent. To gather this information, we will send you a Standard Financial Statement (SFS). This will allow you to detail your income, expenditure, assets and outstanding debts. You must include supporting documentation such as pay-slips, recent bank statements and other relevant documentation to support the information given in the SFS. The documentation required is listed on Page 2 of the SFS form. This step is crucial to us finding the best solution for you. Should you need help in completing the SFS, please call the Arrears Support Team. We will be happy to help with any queries you may have.

You will find the Dubco guide to completing the SFS and this guide on the MARP process on our website. The Central Bank of Ireland also has a helpful consumer guide to completing the SFS and both can be found at www.dubcoireland.ie. You can also find the Central Bank of Ireland Guide on www.centralbank.ie. It is also recommended that you consider seeking independent financial advice from the Money Advice and Budgeting Service (MABS) or an independent financial advisor.

Step 3 – Assessment.

When the Arrears Support Team have received the SFS and any other information they require, it will assess your circumstances and consider any alternative repayment arrangements that may be suitable for you. Information considered by the Arrears Support Team may include:

- Your current personal circumstances and how they might have changed,
- Your overall level of personal debt,
- The information given in the Standard Financial Statement,
- Payment protection policies (if applicable),
- Your current and earlier repayment capacity,
- Any other case specific relevant information.

It is possible that further information or clarification may be required from you throughout the MARP process.

Step 4 – Resolution.

Once a thorough review has been completed, if possible the Arrears Support Team will propose the most suitable alternative repayment arrangement (ARA) for you based on your specific circumstances. While we cannot guarantee that an alternative repayment arrangement will be possible in every case, we are committed to exploring every reasonable option to find a resolution to your current or potential Home Loan repayment difficulties that is fair and sustainable.

The following are examples of the types of alternative repayment arrangements that we may consider in assessing your individual circumstances. Please note that these options are subject to an individual assessment of each case and meeting the lenders criteria.

Interest only payments (Moratorium 1): An agreement for a specific period to pay interest only on your loan. This is considered suitable for Members whose change in circumstances are short term in nature and will be able to resume normal payments after that time period.

Advantages:	Disadvantages:
Your payments will be reduced to a level that suits your current level of income.	<p>The current balance on your Home Loan will reduce at a slower rate than normal during this period. As such, you will pay more interest than if the loan was being reduced at the originally agreed rate.</p> <p>When you resume full payments, your monthly payment amount may be increased to a level that will see the loan cleared over the remaining term of the loan.</p> <p>Loan arrears will be reported on the Central Credit Register (CCR) / Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.</p>

Reduced Repayments (Moratorium 2): This is a short-term arrangement during which you will make a reduced monthly payment that will pay interest and some element of principal. This is suitable for Members who experience a temporary loss of income, or who have met an unforeseen level of expenditure after which their circumstances are expected to return to normal.

Advantages:	Disadvantages:
Your payments will be reduced to a level that suits your current level of income for an agreed period.	<p>The current balance on your Home Loan will reduce at a slower rate than normal during this period. As such, you will pay more interest than if the loan was being reduced at the originally agreed rate.</p> <p>When you resume full payments, your monthly payment amount may be increased to a level that will see the loan cleared over the remaining term of the loan.</p> <p>Loan arrears will be reported on the Central Credit Register (CCR) / Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.</p>

Term Extension (Reschedule): The term of the Home Loan will be extended. This is also known as a reschedule of the agreement. This is a long-term solution which is offered when there is some level of certainty that the Members circumstances have stabilised.

Advantages:	Disadvantages:
<p>Your monthly payments will be reduced to a level that you can afford.</p> <p>The term of the loan will be extended to a period that will allow you to clear principal and interest at this new affordable level of payment.</p>	<p>The current balance on your Home Loan will reduce at a slower rate than normal during this period. As such you will pay more interest than if the loan was being reduced at the originally agreed rate.</p> <p>You will pay more interest on the loan as the period of credit has been extended.</p> <p>The revised terms will be reported on the Central Credit Register (CCR) and Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.</p>

Other Resolution Options: If Dubco is unable to offer an alternative repayment arrangement option, the following options may be suitable depending on your individual circumstances and our review of your Standard Financial Statement. These options may be necessary where the change in circumstances are of such a severe nature that they make a sustainable Alternative Repayment Arrangement impossible.

Voluntary Sale: You volunteer to sell your property to repay the outstanding home loan.

Advantages:	Disadvantages:
<p>The sale proceeds from the property will reduce or clear your home loan.</p>	<p>If the sale proceeds do not clear the home loan in full, you will be liable to repay the remaining balance over an agreed period.</p> <p>Loan arrears will be reported on the Central Credit Register (CCR) / Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.</p>

Mortgage to Rent: You sell your property to the local housing authority, staying in the property as a tenant and paying an agreed rent to the authority. For further information, see www.keepingyourhome.ie

Advantages:	Disadvantages:
<p>You stay in your home and your rent is more affordable than the home loan repayments</p>	<p>You will lose any entitlement to ownership of the property.</p> <p>Any personal investment in the property will be lost.</p> <p>You pay rent to the local authority.</p>

	Loan arrears will be reported to the Central Credit Register (CCR) / Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.
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Voluntary Surrender: You surrender your property to the Credit Union so that we can sell it and use the proceeds to reduce the balance on your Home Loan.

Advantages:	Disadvantages:
The sale proceeds will be used by the Credit Union to reduce your loan balance.	<p>If the sale proceeds do not clear the Home Loan in full, you will be liable to repay the remaining balance over an agreed period.</p> <p>Loan arrears will be reported on the Central Credit Register (CCR) / Irish Credit Bureau (ICB) and may affect your ability to borrow in the future.</p>

With regard to the potential for legal proceedings, irrespective of how the property is repossessed and disposed of, the borrower will remain liable for the outstanding debt, including any accrued interest, charges, legal, selling and other related costs.

Non -Cooperation: It is crucial that you co-operate with all stages of the MARP as outlined in this booklet.

You will be considered non-cooperating if:

1. You do not make a full and honest disclosure of information relevant that would have a significant impact to your current financial situation.
2. You do not give the requested information in the specified period.
3. There has been a 3 months period during which:
 - You have not entered an Alternative Repayment Arrangement and you have failed to meet your Home Loan payments in full in accordance with your Home Loan contract,
 - You have been in arrears for 3 consecutive months and you have since resumed your Home Loan repayments in full but the arrears remain unaddressed,
 - You have entered an Alternative Repayment Arrangement but have not yet made repayments as agreed in the alternative repayment arrangement,
 - You have failed to contact or respond to any communication from the Credit Union,
 - You have made contact and responded to our communications but have not engaged in any meaningful way to allow us to complete an assessment of your circumstances.

If the circumstances above prevail, we will issue a warning letter, letting you know that:

- You are considered non-cooperating,
- The implications of being classified as non-cooperating,
- Giving you a specified period to submit required information or,
- Any steps that you are required to take.

The implications of Not Co-operating are:

- The imposition of charges and / or surcharge interest on arrears arising on a Home Loan account,
- We may commence legal proceedings for repossession on the property immediately after classifying the borrower as not co-operating,
- Not co-operating may impact on a borrower's eligibility for a Personal Insolvency Arrangement in accordance with the eligibility criteria set out in the Personal Insolvency Act 2012.

If you do not take the required steps and / or provide the information requested, within the specified timeframe, the Arrears Support Team will inform you in writing that you have been classified as 'Non-cooperating' and that you will no longer enjoy the protection afforded you by this MARP.

You have the right to appeal your offered Alternative Repayment Arrangement (ARA) or any decision proposed to you by Dubco Ireland Credit Union. All appeals must be in writing. Please see our appeals process below for further details.

Independent Financial Advisory Services.

The Irish Government, together with the Central Bank of Ireland, have implemented laws and regulations to assist people experiencing financial difficulties. The following are a list of information sources which may be of assistance to you.

Central Bank of Ireland.

The Central Bank of Ireland is responsible for regulating the financial services market. The Code of Conduct on Mortgage Arrears is an example of one such regulation. A full copy of the code is available to download from www.centralbank.ie. The Central Bank of Ireland can also be contacted by calling 1890 777 777 or 01 224 5800.

Citizens Information Board.

The Citizens Information Board gives information and advice on the broad range of public services available to Irish citizens. They can be contacted on 0761 07 4000 or visit www.citizensinformation.ie

MABS – Money Advice and Budgeting Service.

MABS is state funded and gives free advice and aid to people experiencing financial difficulties. They can give information on insolvency legislation and can aid Members in preparing Prescribed / Standard Financial Statements. They can be contacted on 076 107 2000 or visit www.mabs.ie.

Stepchange Debt Charity Ireland.

Stepchange Debt Charity Ireland (www.stepchangedebtcharity.ie) is a free and independent telephone advice service for people who are struggling with debt or Home Loan payments. They will review your financial circumstances and recommend the best way for you to deal with your debts. Their freephone helpline number is 1800 937 435 and this line is available Monday to Friday from 9am to 5pm.

www.keepingyourhome.ie

This website is provided jointly by MABS and the Citizens Information Board. It is an important source of information for Members who have a Home Loan and are experiencing financial difficulties, or believe that they will soon due to changing circumstances.

Department of Social Protection.

Any Member who has experienced a change to their personal or financial circumstances should make an appointment to meet with a representative at their local Intro office. To find out where your closest office is, call 1890 66 22 44 or visit www.welfare.ie

Free Legal Advice Centre.

FLAC provides basic free legal services in the area of social welfare, credit and debt and public interest law. It is important when considering an alternative repayment arrangement, or alternative solution, that Members seek independent legal and financial advice. FLAC can be contacted on 1890 350 250 or visit www.flac.ie

National Consumer Agency (NCA).

The NCA is a statutory body which is charged with protecting the interests of consumers. The NCA is a source of useful information that helps consumers understand their rights when buying goods and services and may assist Members in managing their money and making more informed consumer decisions. They can be contacted on 1890 432 432 or visit www.consumerhlep.ie

Insolvency Service of Ireland (ISI).

The ISI is a state body that is charged with the responsibility for all matters concerning Personal Insolvency. They are charged with informing borrowers of their rights and legal remedies available. They also keep registers for each of the Insolvency Protocols. A register of approved Personal Insolvency Practitioners is available on their website. They can be contacted on 076 106 4200 or by visiting www.isi.gov.ie

Financial Service Ombudsman.

The Financial Services Ombudsman is an independent body which deals with complaints from consumers about their dealings with regulated financial service providers such as Dubco Ireland Credit Union Limited. It is a free service and they can be contacted on 1890 88 20 90 or 01 662 0899 or by visiting www.financialombudsman.ie

Office of the Revenue Commissioners.

It may be helpful for Members who have experienced a change in their circumstances to contact the Revenue Commissioners to ensure that they have maximised their entitlement to tax credits. To find relevant numbers, visit www.revenue.ie

Mortgage Interest Supplement.

Mortgage Interest Supplement provides short term support to help pay Home Loan interest payments. You should contact the Community Welfare Officer at your local Health Centre who will advise if you qualify and what documentation is required. You may be eligible but are required to submit certain information, such as a copy of the original loan documentation with your claim.

Use of Confidentiality Agreements.

Where an Alternative Repayment Arrangement, or an option other than an Alternative Repayment Arrangement is being proposed to you by Dubco Ireland Credit Union, you may be required to enter into a confidentiality agreement, non-disclosure or other similar agreement. This agreement obliges you to keep confidential the existence and terms of the proposal and / or the fact that discussions and / or negotiations are taking place between the Credit Union and you and / or the scope and terms of such discussions / negotiations. You may not disclose this information to any third party except to your advisors, agents, employees and / or directors, and you are obliged to ensure that such persons also keep the information confidential.

Appeals

Under the Code of Conduct on Mortgage Arrears (CCMA) 2013, the borrower has the right to appeal in relation to a decision the lender makes including:

- Where an Alternative Repayment Arrangement is offered by a lender and the borrower is not willing to enter into the Alternative Repayment Arrangement,
- Where a lender declines to offer an Alternative Repayment Arrangement to the borrower,
- Where a lender classifies a borrower as not co-operating.

You can decide what to include in your written appeal but we do ask that you include the following:

- The correct Home Loan account number,
- Specific details on the reason for your appeal,
- Any further information which was not included in your original application which you may feel is relevant to your appeal.

You can send your appeal to:

The Arrears Support Team,
Dubco Ireland Credit Union Limited,
Little Green Street,
Dublin 7.

We will acknowledge your appeal in writing within 5 business days of it being received and will make a decision on your appeal within 40 business days of receiving it.

If you are unhappy with the decision, you have the right to refer the matter to the Financial Services Ombudsman at:

The Financial Services Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Ph: (01) 567 7000
Email: info@fspo.ie

Important points to note

- An Alternative Repayment Arrangement offered to you may be affordable for you in the short term but could work out more expensive over the lifetime of the loan.
- We strongly recommend that you seek independent legal and tax advice before accepting an Alternative Repayment Arrangement offered to you by us.
- We recommend you review your loan protection insurance in line with an offered Alternative Repayment Arrangement as a term extension for example, may leave your loan protection insurance short for the revised term.
- With liability for any outstanding debt, all members listed on the home loan will be jointly and severally liable for any shortfall between the remaining debt (including any accrued interest, charges, legal, selling and other related costs). Until the Home Loan has been cleared in full, you must continue to make your repayments. Please note that interest will continue to accrue on the outstanding debt until the loan and all costs from the sale of the property have been repaid in full.
- Your Home Loan repayment history may be recorded on your Irish Credit Bureau (ICB) or Central Credit Register (CCR) profile or any other credit reference agency or credit register, where permitted by contract or required by law, and may affect your future ability to borrow. Participation in the mortgage to rent scheme, voluntary surrender of your property and repossession may also be recorded and affect your future ability to repay.
- Once we have received your completed Standard Financial Statement, we will give you a copy. This will also be available on request should you require further copies.

What to do if you have a complaint

We want to ensure that any concerns you may have are dealt with quickly and efficiently. If you do have a complaint, please write to:

The Complaints Officer,
Dubco Ireland Credit Union,
Little Green
Street,
Dublin 7 or e mail us at info@dubcoireland.ie or download the Complaints Form from www.dubcoireland.ie.

If you are not satisfied with our response, you are entitled to take your complaint to the Financial Services Ombudsman's Bureau at the contact details listed above under Appeals.

Our communications with you.

Whenever we communicate with you, be it verbally or in writing, we will apply the following principals:

- Our communications will be carried out in a timely manner, will not be aggressive, intimidating or harassing.
- Written communications will be presented in a clear, consumer friendly and plain English manner. Sometimes we will use technical terms relating to Home Loans and you will find a useful glossary of terms listed below. If you are unclear with any wording in our communications at any time, please do not hesitate to contact us for clarity.
- The level of communication will be proportionate, will not be excessive and we will give you flexibility to contact us at a time of your convenience.
- Dubco commits to act with the highest standards of professionalism, integrity, honesty and fairness in dealing with its Members at all times.

Records and Compliance.

Dubco will maintain full records of the MARP process for six years. In addition, all records relating to the borrower will be retained for six years from the date the relationship with the borrower ends.

Glossary of terms.

Arrears.

Arrears arise on your Home Loan when you do not make a full repayment or only make a partial repayment as per your original Home Loan contract by the scheduled due date.

Arrears Support Team.

The dedicated team that is responsible for dealing with Home Loan account holders that are currently in arrears or at risk of going into arrears.

Borrower.

Includes all parties named on the Home Loan account.

Confidentiality Agreement.

The imparting or exchange of information between a lender and a borrower by speaking, on paper or another durable medium, or using any other medium.

Home Loan / Mortgage.

A Home Loan / Mortgage is a loan provided to a borrower by a lender, for which a legal claim against the property acts as security for the loan, also known as a first legal charge. The lender becomes the legal owner of the property being used as security of which the borrower is the beneficial owner. When the loan is repaid, the legal ownership is given to the borrower.

Negative Equity.

Negative Equity occurs when the value of the property is less than the outstanding balance on the Home Loan.

MARP.

The Mortgage Arrears Resolution Process as described in Provision 16 of the Code of Conduct on Mortgage Arrears as published by The Central Bank of Ireland 2013.

Pre-Arrears.

A pre-arrears case will arise where either:

- You, as the borrower, contacts your lender to inform them that you are in danger of going into financial difficulties and / or are concerned about going into Home Loan arrears or
- The lender establishes that you, as the borrower, are in danger of going into financial difficulties which may impact on your ability to meet your Home Loan repayments.

Primary Residence.

A primary residence is a property which is a residential property which the borrower occupies as his / her primary residence in this State.

Repossession.

This means any situation where a lender takes possession of a property including, without limitation, by way of voluntary agreement with the borrower, through abandonment of the property by the borrower without notifying the lender, or by Court Order.

Standard Financial Statement (SFS).

A Standard Financial Statement (SFS) is a budgeting tool which lists all of your monthly household income and outgoings. It is used by the Arrears Support Team as part of the assessment process under the MARP process and is available to download at www.dubcoireland.ie or by calling in to the Dubco office.

Term.

The period of time for which your Home Loan was taken out.

The Code of Conduct on Mortgage Arrears (CCMA)

The Code of Conduct on Mortgage Arrears is published by the Central Bank of Ireland, and came into review in March 2013. The code sets out how Home Loan lenders treat Home Loan holders who are in arrears or are facing Home Loan arrears. This Code does not apply to Credit Unions. A copy of the Code can be downloaded from the Central Bank's website at www.centralbank.ie

Fixed Rate

If you have a fixed rate Home Loan, the interest rate remains constant throughout an agreed term, irrespective of the changes in the variable rate, and you pay the same amount each payment period during the term.

Variable Rate

If you have a variable rate Home Loan, the interest rate may go up and down. This means that your repayments can go up or down with interest rate changes.

WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A HOME LOAN OR ANY OTHER LOAN SECURED ON IT.

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: THERE IS NO GUARANTEE THAT THE PROCEEDS OF AN INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT.

WARNING: CREDIT CANNOT BE GRANTED WHERE THE INFORMATION PROVIDED IS INSUFFICIENT FOR THE LENDER TO FULLY ASSESS YOUR CREDITWORTHINESS

If you have a variable rate mortgage:

WARNING: THE PAYMENT RATES ON THIS HOME LOAN MAY BE ADJUSTED FROM TIME TO TIME BY THE LENDER.

WARNING: THE COST OF YOUR MONTHLY REPAYMENTS MAY INCREASE.

If you have interest only on a temporary basis:

WARNING: THE ENTIRE CAPITAL AMOUNT WILL STILL BE OUTSTANDING AT THE END OF THE INTEREST ONLY PERIOD.

WE WILL STAY IN TOUCH WITH YOU DURING YOUR ARRANGEMENT, HOWEVER, PAYING THE HOME LOAN REMAINS YOUR RESPONSIBILITY. IF YOUR FINANCIAL CIRCUMSTANCES CHANGE, YOU SHOULD ENSURE THAT YOU REMAIN IN CONTACT WITH US.

IT IS IMPERATIVE THAT YOU FULL CO-OPERATE WITH US, YOUR HOME LOAN LENDER, REGARDING YOUR HOME LOAN ARREARS OR YOU MAY BE AT RISK OF BEING CLASSIFIED AS NOT CO-OPERATING.

YOU MUST ALSO BE AWARE THAT IF THERE IS ANY OUTSTANDING DEBT, ONCE THE HOME LOAN REACHES THE END OF THE TERM, THIS COULD BE RECOVERED THROUGH ADMINISTRATION OF YOUR ESTATE.

Dubco Ireland Credit Union Limited is regulated by The Central Bank of Ireland and has its registered office at Little Green Street, Dublin 7.

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