

Digital that Delivers

Powering Online Excellence for
Tourism Businesses | 2024 - 2026

ProPoint

https://epos.digitickets.co.uk/#/orders/D4H9YSBG8/false

Wed Oct 26th 5:14 PM

Caherconnell... Menu

Joint Admission
Oct 26th 2:00 PM

Item	Price
2x Adult	€21.00

0/2 Redeem All

Redeem All Tickets
For Oct 26th 2:00 PM

Print Receipt

Email Order Confirmation

Irish Visitor Experiences

Programme Guidelines,
Terms & Conditions





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1. Introduction

Our role is to guide and support sustainable growth in tourism earnings and employment.



Fáilte Ireland was established under the National Tourism Development Authority Act 2003. One of Fáilte Ireland's strategic aims is to guide and support sustainable growth in tourist traffic and tourist facilities in the State.

We provide consumer and competitor insights, mentoring, investment and trade supports across the business, event, and leisure sectors, to help secure sales growth from targeted overseas and domestic market segments. Working in partnership with tourism businesses, Local Government, State Agencies and Government Departments, we also seek to foster a competitive and innovative enterprise base, a sensitively managed natural and built environment within tourism communities and a public policy environment to meet the needs of visitors.

Want to know more? See our website: www.failteireland.ie

1.1 About Digital that Delivers

Over the past few years, there has been a growing trend in the travel sector around the online distribution of visitor experiences, encompassing attractions, day tours, and activities. Billions have been invested by companies looking to claim their share of this growing market. This investment has been driven by and has itself helped to bring about changes in consumer behaviour. More people are using online channels to decide which destinations they visit and to discover and book all components of their trip: including not only flights and accommodation, but also visitor experiences.

There was a digital revolution in the global economy since 2020. Tourism businesses need online booking and distribution to better manage visitor numbers, their business operations, and their revenues. Therefore, all

tourism enterprises need to become digitally enabled to better respond to the needs and expectations of visitors both domestically and internationally. While some sectors such as accommodation have made good progress in this area, others including many attractions, are only starting this journey.

Fáilte Ireland believes that the Digital That Delivers Programme will support and promote the development of a more resilient and competitive visitor experience sector, sustaining Ireland as a high-quality and competitive tourism destination.

Digital that Delivers, is currently investing in attractions, activities, and day tour experience providers. This investment will result in additional economic activity of €408 million over a 10-year period, while creating over 11,000 sustainable jobs. This represents a €9 return for every €1 invested or €2 in tax returns for every €1 of public investment.

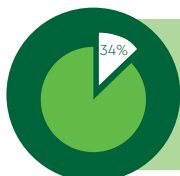
RECENT RESEARCH SHOWS THAT



Connected booking platforms can transform Ireland's tourism sector.



Connected booking platforms are relevant for products that are contractable, saleable and suitable for distribution across multiple channels.



Only 34% of relevant Irish experiences currently use these platforms*. Experiences typically encompass the things to see and do in a destination such as attractions and activities.



There is a need to ensure that businesses can control and manage visitor numbers in response to the increasing demand to purchase online.



Irish tourism sector websites compare poorly to European competitors in functionality, usability and design.



- Bookable Offline – Non-Connected System
- Bookable Offline – Connected System
- Non-paid/non-reservable
- Bookable Offline
- Not mapped/audited

*The statistics are correct as at the date of publication of the Guidelines

WHAT IS A CONNECTED BOOKING PLATFORM?

A connected booking platform, also referred to as a reservation system, booking software, ticketing system or "res- tech," has been central to the advancement of the tours, activities and attractions sector of travel and tourism. These connected booking platforms:

- ▶ Provide a central system for managing all tours, bookings and customers
- ▶ Enable online booking via the operator's website
- ▶ Integrate with reseller partners (e.g., Online Travel Agencies) and other systems (e.g., marketing, email)
- ▶ Track accounting, payments and automate many operational tasks

1.2 Aims and Objectives of the Digital that Delivers Programme

Digital that Delivers is a ground-breaking initiative from Fáilte Ireland, designed to power digital transformation for visitor attractions, activity providers and day tours over the two-year DTD Programme.

The primary aim of this capital funding programme is to **provide a mechanism for Fáilte Ireland to deliver financial supports** to those businesses and organisations participating in the DTD Programme. In tandem with investment grant funding, Digital that Delivers will provide further essential supports to:

- ▶ **To Build Industry Capabilities** – Visitor experiences will be supported to build their digital capability, in order to realise the full potential of their Digital that Delivers journey. This capability will be provided through a suite of online learning tools, e-courses and live supports delivered through a digital learning hub.
- ▶ **Boost Operational Efficiencies** – Visitor experiences will be supported in utilising the ability of new systems to drive operational efficiencies through a suite of online learning tools, toolkits, and webinars.

The visitor experiences that complete the DTD Programme, will become more promotable, more searchable and ultimately more bookable online.

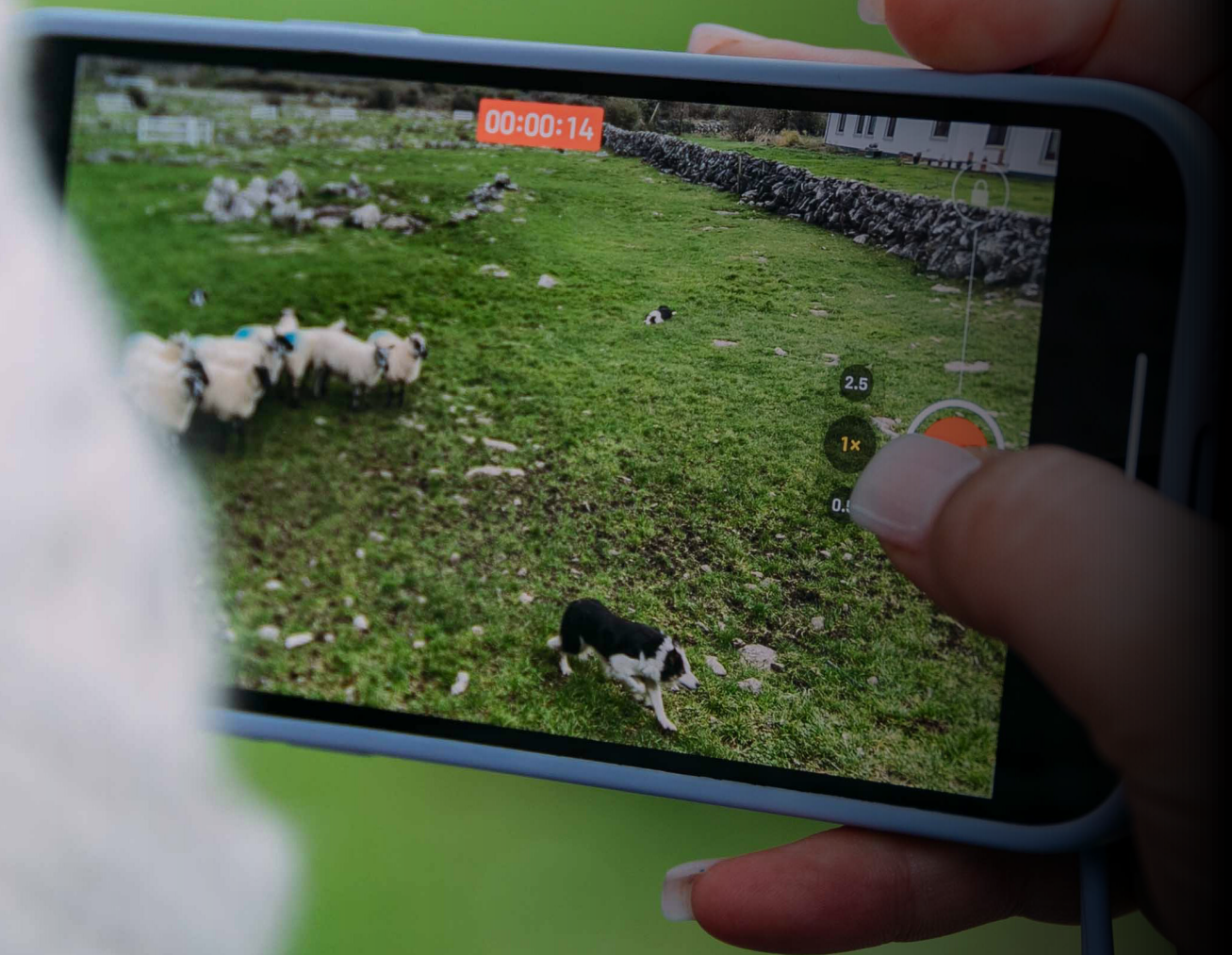
1.3 What can I expect for my business?

Where identified as being required:

- ▶ A bespoke digital transformation roadmap and action plan
- ▶ One-to-one expert support
- ▶ Supercharged digital skills for you and your team
- ▶ Investment grants to deliver benefits
- ▶ A revamped website to drive more bookings
- ▶ An improved booking engine to streamline your operations and save time
- ▶ Better data-led decisions for your business
- ▶ Better distribution through third-party channels
- ▶ Enhanced Digital Marketing strategies
- ▶ Access to the Digital Learning Hub

To learn about the experiences and success of businesses that have participated in the DTD Programme, check out the Fáilte Ireland website here: <https://www.failteireland.ie/digitalthatdelivers.aspx>

2. Capital Investment Grant Funding



The funding will be delivered to support necessary interventions which will be identified as part of an audit of the businesses' digital maturity and aligned to the workstreams in which each business is participating as part of the DTD Programme.

2.1 Who can apply?

In this phase of the DTD Programme, we will work with:

- ▶ Visitor Experiences & Festivals that are ambitious to grow commercially and are supportive of the key objectives of the DTD Programme.
- ▶ Applicants that qualify to take the grant on the basis of the De Minimis Regulation (Commission Regulation (EU) No 1407/2013) i.e., they have not reached the ceiling of €300,000 over a three-year fiscal period under De Minimis aid (see further section on State aid below).
- ▶ Visitor Experiences & Festivals that add to the diversity of the destination offering.
- ▶ Visitor Experiences & Festivals that have the potential to increase dwell time for visitors or extend the season for a region.
- ▶ Visitor Experiences & Festivals that have a Bookable Product. This means offering an experience or festival that is suitable for direct online booking. Experiences & Festivals need to meet two key requirements:
 - Visitors should be able to reserve the experience or festival in advance. Experiences & Festivals with unlimited capacity may meet this requirement automatically.
 - The experience or festival should be paid-for. This allows suppliers to earn income and resellers to earn commissions.
- ▶ Visitor Experiences & Festivals that are willing to commit the resources required, throughout the next two years of the DTD Programme.



Visitor Experiences: As defined in Fáilte Ireland's National Online Distribution Strategy (NODS), the term 'visitor experiences' refers to a category of travel product that includes attractions, activities, and day tours.



Attractions: Places that offer visitors interesting things to see or do and that are subject to admission fees or other conditions of entry. Includes:

- ▶ Museums, galleries, and other cultural attractions
- ▶ Castles, cathedrals, and other heritage attractions
- ▶ National parks, gardens, zoos, or other outdoor and natural attractions
- ▶ Theme parks, escape rooms, distilleries, and other commercial attractions



Activities: Activities involve visitors as active participants in an experience and may require special equipment, skills, or attributes – or involve a degree of risk. They include:

- ▶ Water, land, or air-based activities such as kayaking, hiking, or skydiving
- ▶ 'Making' activities such as painting, basket-weaving, or pottery
- ▶ Learning activities such as talks or workshops (though not multi-day courses)



Day Tours: Day tours are guided or self-guided visits that may take in several attractions, activities, or points of interest within a 24-hour period.



Festivals:

- ▶ Must have bookable tickets for events or festival elements, meeting two key requirements:
 - Ability to book tickets in advance
 - Tickets should be paid for.
- ▶ Must have a minimum of 5% international attendees.

Digital that Delivers applications will be accepted from the **public, private and voluntary sectors** as defined in the following table:



Private Sector: Companies and other legal entities and individuals.



Voluntary Organisations: Not-for-profit companies, including charities, trusts and companies limited by guarantee.



Public Sector Bodies: Bodies established to operate facilities on behalf on the public sector including commercial and non-commercial semi-state bodies and local authorities.

2.2 Funding Eligibility Criteria

As part of the DTD Programme, you may be eligible to apply for funding to support the implementation of technical solutions by third party vendors or contractors. Only eligible expenditure will be granted funded under the DTD Programme. The below lists are not exhaustive and are for guidance and descriptive purposes only. Fáilte Ireland's decisions in relation to eligible and ineligible expenditure and the disbursement of monies are at the absolute discretion of Fáilte Ireland and are final.*

Eligible expenditure under the DTD Programme:

- ▶ Purchase of necessary hardware and equipment
- ▶ Design, activation, enhancement, upgrade and configuration of a connected online booking system
- ▶ Integration of booking system and/or website with other systems
- ▶ Website design, development, set-up and optimisation, including reporting and analytics
- ▶ Digital strategy design
- ▶ Once-off SEO implementation
- ▶ Copywriting, Photography & Videography
- ▶ Content Strategy Design
- ▶ Content Creation Hardware
- ▶ Digital Accessibility improvements

Ineligible expenditure under the DTD Programme:

- ▶ Costs which are related to work that was not agreed as part of the grant application and approval
- ▶ Costs not associated with the recommendations identified in the applicant's roadmap
- ▶ Costs incurred and / or paid before date of approval by Fáilte Ireland of the project
- ▶ Costs incurred after the completion date as stated in the Investment Grant Agreement
- ▶ Internal staff wages or costs for time spent on the project (including staff training costs)
- ▶ Ongoing / recurring hosting fees or any other ongoing website / system management costs
- ▶ Purchase of online or digital marketing or advertising campaigns (including start-up marketing activity)
- ▶ Payment / credit card transaction fees charged by a vendor
- ▶ Ongoing / recurring costs for support and maintenance (including equipment replacement expenses)
- ▶ Ongoing / recurring costs for licenses or subscriptions
- ▶ Clothing
- ▶ Travel and accommodation expenses
- ▶ Printed materials
- ▶ Financing costs (including bank interest and charges)
- ▶ Fines, penalty payments, legal costs, audit fees, insurances
- ▶ Operational costs
- ▶ Recoverable VAT

* Fáilte Ireland may, at any time, issue further guidance and/or specific requirements to be met in implementing technical solutions in order for expenditure to be eligible'

2.3 Investment Grant Amounts

Grants made pursuant to the **DTD Programme** are provided on the basis of the criteria set out in these Guidelines, and on the proviso that the applicant qualifies to receive grant aid on the basis of the De Minimis Regulation.

There is a ceiling of €300,000 for all De Minimis aid, regardless of the source, awarded to any single undertaking within the meaning of Article 2(2) of the De Minimis Regulation (to include groups of linked enterprises) by any State agency or public body over a three year fiscal period. This is particularly important for group companies and subsidiaries of Local Authorities.

Grant awards made under this scheme are made on the condition that the grant combined with any other De Minimis aid received during a rolling three-year fiscal period does not exceed the ceiling of €300,000 for all De Minimis aid.

These Guidelines should be read in conjunction with the Fáilte Ireland State Aid Handbook which provides more information on De Minimis funding.

The aid amount granted per undertaking will be dependent on their required technological solutions as identified following review by Fáilte Ireland's procured technical consultants and the De Minimis Ceiling.

Funding is at the absolute discretion of Fáilte Ireland and is subject to the availability of Government Funding and to State Aid rules.

2.4 Digital Accessibility

Investment grants made available to you for new or upgraded websites includes investment to ensure that your website is developed to meet Fáilte Ireland's objectives for digital accessibility, making technology accessible and inclusive for everyone, aligned with WCAG 2.2 AA accessibility standards.

Acceptance of this Letter of Offer includes a commitment by you to maintain the accessibility of your website, that any content and technical website changes you make meet accessibility standards, and that you maintain an up to date and informative Accessibility Statement on your website for visitors, detailing any exclusions.

Spot checks will be undertaken by Fáilte Ireland to ensure that accessibility standards are being maintained by your business in the future. Failure to maintain the accessibility of your website over the lifetime of this agreement could put your investment grant at risk of becoming repayable.



3. How the Digital that Delivers Programme Works



The DTD Programme will be delivered through a series of Workstreams by Fáilte Ireland and leading subject matter experts. Training, mentoring, and financial supports will be provided over the course of two years.

The DTD Programme expert team will work closely with your business to assess your digital needs, increase your capability and deliver key projects to grow online sales.

Overview of the Digital that Delivers Programme

3.1 Stages of Programme Delivery

Mentoring

Throughout the DTD Programme, participants will receive 1-2-1 expert support to launch key digital projects, supercharge their team's digital skills and learn how to drive more sales online for their business. Successful businesses will receive a bespoke digital roadmap, identifying the workstreams they will undertake on their digital transformation journey.

Financial Supports

Depending on the participant's bespoke digital roadmap and assessment of their business needs, businesses will be able to access grant funding for the various workstreams recommended to them in their digital roadmap.

Capability Building

To stay competitive and relevant in the digital age, businesses will develop the necessary skills and knowledge to leverage technology effectively and to develop and execute effective digital marketing strategies. All of this requires a deep understanding of customer behaviour, data analysis, and the latest trends in marketing to effectively reach and engage with customers and to drive sales online.

All businesses will be required to participate in training and upskilling as part of the DTD Programme. It is a blended learning model across the two-year period. This will involve expert led live training, online learning supports and self-paced learning through a digital learning hub with digital badging for course

completion. By getting involved in this aspect of the DTD Programme, applicants will benefit from the shared experiences, knowledge, and networking with other businesses on the DTD Programme. Each business can nominate up to 4 employees to undergo capability development.

Applicants will be invited to complete an 'Expression of Interest' (EOI) form to indicate their interest in applying for the DTD Programme and provide required details.

The Digital that Delivers experts will work closely with you to help digitally transform your tourism business over the course of two years.

If you are approved you will be required to allocate a certain number of hours every week to gain valuable digital skills for you and your team and implement the recommended technology and actions as determined by your tailored roadmap.

While the Digital that Delivers team is flexible to work with you around peak season and busy periods, a commitment on your part to complete all of the elements approved is required. Failure to do so to the satisfaction of Fáilte Ireland may require the repayment of funding received.

To reap the full benefits of the DTD Programme and see long-term results, you must commit to growing your business, be ready to embrace digital change and apply the newly shaped skills to your day-to-day operations. Following a review of EOIs submitted, Fáilte Ireland will select a cohort of businesses to participate in the DTD Programme. Assessments of eligibility are based on the Programme selection criteria, outlined in section 3.1.

3.2 Digital Maturity Review

Following the Expression of Interest stage, the successful businesses will undergo a digital maturity review by Fáilte Ireland's procured technical experts. Each business will be asked to respond to our digital maturity survey, and from this will be provided with a bespoke digital roadmap, based on their current level of maturity and their specific requirements. This roadmap will identify the specific workstreams through which they will progress on their journey toward digital transformation. See the DTD Programme workstreams below.

Digital that Delivers Programme Workstreams

BOOKABILITY



Booking Systems and Distribution – Visitor experiences with no booking system in place or who use booking systems with no connectivity will be supported to select and activate a connected online booking system. It is essential for future progression to additional workstreams that an approved connected online booking system is in place, and remains in place, for the duration of a participant's journey through Digital that Delivers. Visitor experiences with connected online booking systems already in place will be supported to activate new distribution channels.

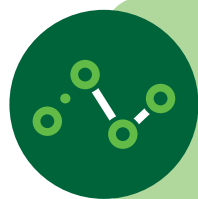
DIGITAL



Website and Content – Visitor experiences identified as having websites that require improvement or replacement, will receive support to enhance design, functionality and usability of their own websites. They will also receive support to develop best-in-class relevant and engaging content including the use of relevant AI tools to better promote their brand website and social channels.



Digital Marketing – Visitor experiences will receive support to develop their digital marketing strategy and capabilities using the latest AI technologies, improving visibility and prominence of their brand website and social channels.



Data Measurement and Insights – Visitor experiences will be supported with advanced data measurement set up allowing them to unlock AI driven insights and recommendations. They will receive training on how to use these tools, enabling them to make informed decisions around future product development, and sales and marketing spend.

3.3 Competency Assessment

In addition to the Digital Maturity Assessment and to ensure applicants are assigned to the most appropriate training and development based on their role in the business, current knowledge and skills, successful applicants will have to undertake a competency assessment at the start of the DTD Programme. The assessment will produce a recommended learning pathway tailored to your development needs.

3.4 Identification of Solution

Following the preparation of your digital roadmap, each business must enter into an agreement with Fáilte Ireland to work through the steps of the roadmap to identify the appropriate solution for their business/organisation.

You will be supported by a dedicated project coordinator to keep you on track and address any issues they may encounter throughout their Digital that Delivers journey.

Once you have reviewed and approved the work identified in your digital roadmap, you will commence work on the programme, working towards completion of all workstreams identified within the roadmap.

3.5 Application for Solution Funding

The costs associated with each workstream will be prepared for you by your dedicated project coordinator. These costs will be included in your roadmap and your coordinator will assist you in applying for grant funding through **Fáilte Ireland's Trade Portal**. The applicant may draw down funding in stages as it progresses through the workstreams in its roadmap.

Applicants should refer to the listed eligible and ineligible expenditure at section 3.2 of these guidelines, prior to submitting a claim. This step will ensure that the expenses being claimed are in line with the program's criteria for eligibility.

In seeking a quote from suppliers or vendors, applicants must adhere to public procurement rules (where applicable).

The 'Public Procurement guidelines for Goods and Services are available **HERE**.

Grant payments will be made subject to compliance with the De Minimis Regulation, as well as the terms and conditions of these Guidelines and any Letter of

Offer that may be issued to the applicant. Further details on State Aid are provided in the EU State Aid section of this document.

3.6 Vendor Selection

3.6.1 Website Agency Selection

A panel of approved vendors has been established to support and ensure effective delivery of the Website and Content workstream. From 1st January 2024 applicants will be supplied with a list of vendors as part of the programme and are required to select vendors from this **LIST** when procuring the services of Website Agency.

3.6.2 Booking System Vendor Selection

A panel of approved vendors has been established to support and ensure effective delivery of the Booking Systems and Distribution workstream. From 1st January 2024 applicants will be supplied with a list of vendors as part of the programme and are required to select a vendor from this **LIST** when procuring the services of a Booking System.

3.6.3 Vendors not on a Panel

Applicants who wish to engage a vendor who is not a member of either Panel should ensure that those vendors are admitted to the relevant Panel (subject to meeting the essential criteria) prior to engaging them to complete work as part of the DTD programme. The required essential criteria to be admitted to each vendor panel can be found **HERE**.

A vendor may submit an application to join either vendor panel by emailing **digital.delivers@failteireland.ie**

3.7 Evaluation Process and Investment Grant Rates

Your application will be evaluated, and a recommended funding amount will be proposed to the applicant. Offers of funding will be made in a formal Letter of Offer. Fáilte Ireland will not reimburse any costs or expenditure incurred prior to the issue and acceptance of the formal Letter of Offer or outside of the scope of the Programme. Therefore, the grant of eligible expenditure under this Programme cannot take place prior to the approval of the grant by Fáilte Ireland and any costs incurred by the applicant prior to the date of that approval will not be eligible for grant support.

3.8 Implementation of Funded Solutions

Once the applicant has accepted the Letter of Offer, issued by Fáilte Ireland, the applicant can begin to implement their identified solution. The applicant must ensure their assigned project coordinator has provided written confirmation that the work has been completed, in accordance with the roadmap, before submitting their final payment claim.

3.9 How to Claim the Grant

Grant payments can only be made retrospectively to the applicant specified as the grantee in the Letter of Offer that has been issued and accepted and will be based on eligible expenditure actually incurred and paid by the grantee.

The grantee is required to be set up as a Supplier on the 'Supplier Set Up Form', in order to complete the grant drawdown. The Supplier Set Up Form is sent to the applicant via email after their roadmap call with their project coordinator. The Supplier Set Up Form should be completed and emailed to supplier@failteireland.ie before the applicant starts their grant application.

The Letter of Offer will outline the specific payment/drawdown mechanisms available to the grant recipient.

The applicant must have current **tax clearance (TCAN)** from Revenue at the time of its grant claim or Fáilte Ireland will be unable to make a payment. Fáilte Ireland will carry out normal verification checks on the claim before each grant claim is paid.

The timing of the grant payments is subject to Fáilte Ireland being in receipt of sufficient Exchequer funding to meet the payments. In the event of any delays in such funds, there will be no liability on the part of Fáilte Ireland or the Exchequer to make good any shortfall experienced. Full details of the grant claiming process will be provided with the Letter of Offer that successful applicants will receive.

Grant payments are subject to State Aid rules and to the Terms and Conditions as outlined in Section 4.

3.10 Reporting and ongoing submission of visitor metrics

As part of the DTD Programme, Fáilte Ireland will seek to gather accurate and robust data relating to visitor numbers and other key indicators for the applicant's business/organisation to support our investment analysis work. This will contribute to the understanding of how the capital investment has assisted with achieving Fáilte Ireland's strategic goals for tourism.

By participating in the DTD Programme the applicant is agreeing, if approved for funding, to provide visitor performance and digital engagement data to Fáilte Ireland for an operational period of up to 10 years from the date of the last grant instalment being paid and that the applicant will work with Fáilte Ireland to ensure this data is reported on in a timely manner. All data collected will be anonymised to comply with GDPR rules. Visitor performance data reporting will be automated, but Fáilte Ireland reserves the right to seek visitor metrics as required.

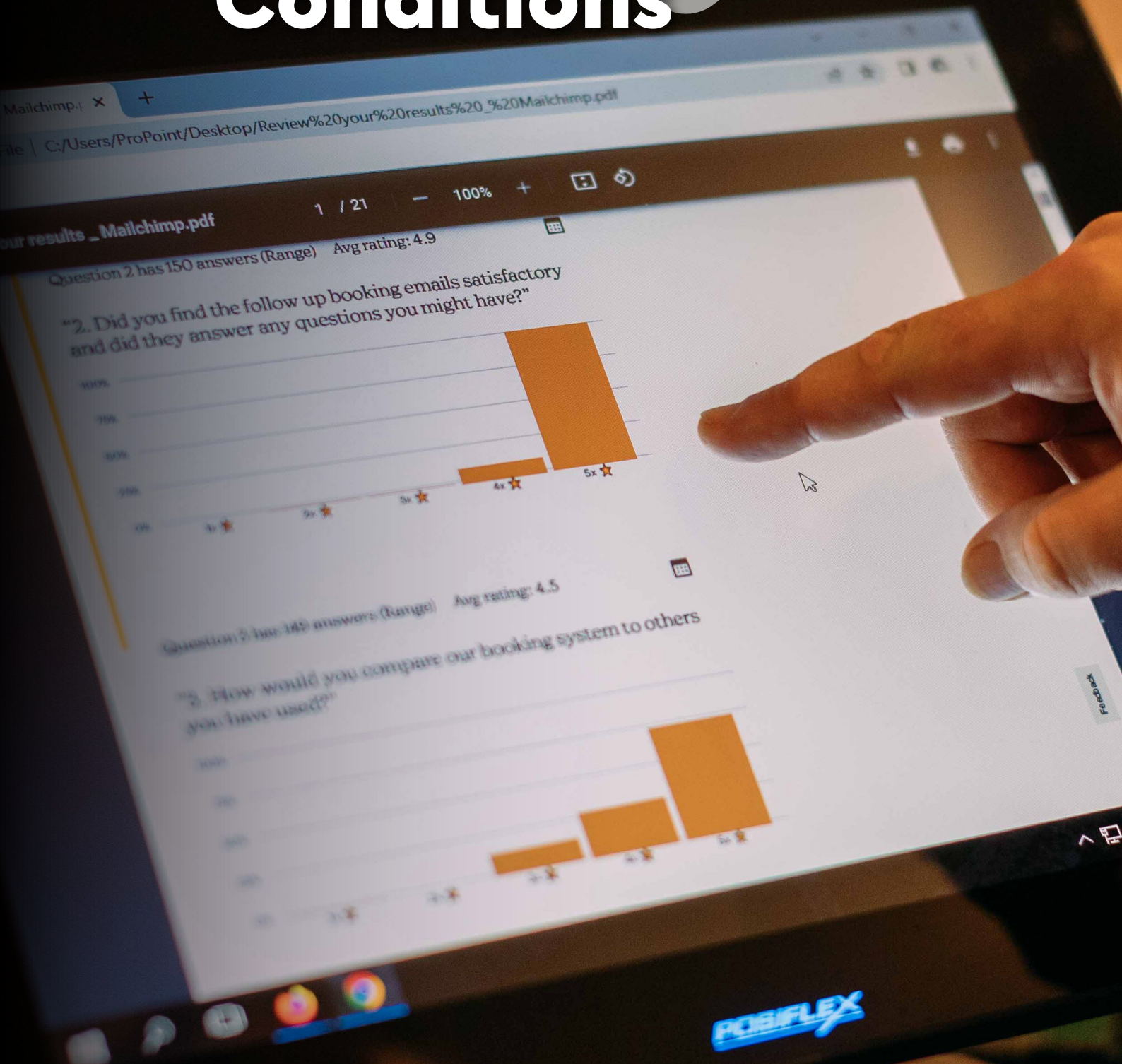
All data is gathered and stored in a secure manner and is treated in the strictest confidence. Data will never be externally identifiable at a business level. Access to the data you share will be strictly limited to the relevant Fáilte Ireland divisions and beyond that, the data will only be used in aggregate at a county, regional or national level to provide insight to you and Fáilte Ireland on your business performance versus your competitive set.

Fáilte Ireland will also be required to review the performance and value for money of its investment in the DTD Programme to ensure compliance with the Public Spending Code. This may involve spot checks of the applicant's business/organisation if approved for funding to ensure that the systems recommended have been installed and are being used correctly. Applicants to the DTD Programme will agree to facilitate these spot checks or audits if they are required and any subsequent reporting requests. Following the installation of the technology, Fáilte Ireland will agree a plan and timelines with the applicant for the format and submission of your visitor information and other metrics.

This may include, but is not limited to, the following types of information:

- ▶ Visitor type (local, regional, domestic, overseas)
- ▶ Overseas visitor by market
- ▶ Visitor Time of booking; time of day, day, week, month, year
- ▶ Purpose of visitor – leisure, business etc
- ▶ Visitor profile – adults, youth, senior, family etc
- ▶ Ticket types – full price, discount, comps, opportunities for cross-selling etc
- ▶ Customer type – walk in, pre-booked, coach tour, gift voucher, repeat visitor etc
- ▶ Direct, ongoing access to Analytics and booking system reports on Website Sessions, Conversion Rates and Online Revenue
- ▶ Direct access to reporting APIs where available.

4. Terms and Conditions



Applicants must read the following **Terms and Conditions of Grant Funding** before applying for the DTD Programme. It shall be a condition of the award of any grant to a business that the applicant agrees to the Terms & Conditions by and when completing the grant application form.

- ▶ All applications for funding under the DTD Programme will be reviewed and assessed by Fáilte Ireland to ensure eligibility.
- ▶ When submitting a claim for payment, successful applicants must confirm that the costs being proposed are only in relation to the eligible costs submitted in their application.
- ▶ All funding approved under the DTD Programme is subject to audit.
- ▶ Fáilte Ireland may make any enquiries that it considers necessary to establish the applicant's eligibility for funding under the DTD Programme, and Fáilte Ireland's decisions in relation to applicant eligibility and the disbursement of monies are at the absolute discretion of Fáilte Ireland and are final.
- ▶ Any monies granted by Fáilte Ireland under the DTD Programme will be used solely on eligible expenditure in accordance with the purposes of and objective of the DTD Programme.
- ▶ The submission of an application should not be construed as granting any rights or expectations of funding to the applicant.
- ▶ In accepting any offer of monies under the DTD Programme, the following warranties and undertakings are made by the applicant to Fáilte Ireland:
 - That any information supplied by the applicant as part of its application under the DTD Programme is up-to-date and accurate, and the applicant will inform Fáilte Ireland immediately if this ceases to be the case. Evidence to this effect must be maintained to substantiate this if audited.
 - That all acts, conditions and things required to be done and performed and to have happened before the applicant's acceptance of the terms and conditions of the DTD Programme have been done and performed and have happened in due and strict compliance with Irish law.
- ▶ No funding will be granted by Fáilte Ireland unless and until an application has been completed to Fáilte Ireland's satisfaction, and the applicant has accepted and complied with these Terms and Conditions. A Letter of Offer will be issued to the Applicant confirming the offer, prior to payment being issued.
- ▶ In the event of failure by an applicant to complete all elements of the Project on time (as per the date for completion set out in the Letter of Offer) and/or to the satisfaction of Fáilte Ireland or in the event of failure to comply with any part of the Guidelines, Terms and Conditions of the DTD Programme or the Letter of Offer, Fáilte Ireland may at its sole discretion;
 - Require specific performance of the terms and conditions of the DTD Programme and/or
 - Cancel any grant balance and/or
 - Require the repayment of any part of the grant paid to the grantee
- ▶ That even in circumstances where the applicant has initially been approved to receive a grant, Fáilte Ireland retains an overall discretion and reserves its right to refuse to grant funding on reasonable grounds. For example, this reasonable refusal may be made on the basis that the applicant is subject to an insolvency procedure in the Republic of Ireland, otherwise based on the financial prospects of the applicant business, there is a change to the De Minimis Regulation or the Applicant's or on the basis that sufficient Exchequer Funding is no longer available.
- ▶ Fáilte Ireland is entitled to vary the terms and conditions applicable to the DTD Programme, in respect of applications that have not yet accepted the Terms and Conditions, without prejudice to its rights and any other requirements or criteria.

- ▶ Fáilte Ireland may at its discretion impose monitoring and reporting obligations on the applicant and the applicant will provide Fáilte Ireland with documentation and assistance in any audit of records. The applicant agrees that Fáilte Ireland may carry out inspections of applicant's records and measures taken by the applicants to ensure compliance with the DTD Programme.
- ▶ Applicants must complete all elements of the Programme for which funding has been approved. Failure to complete all elements may result in funding already Paid becoming repayable by the grantee.
- ▶ The grant is repayable if the project ceases to be operated as agreed during the grant period (as defined on the Letter of Offer). Fáilte Ireland will require the immediate repayment of the grant if any of the conditions of the grant offer are not fulfilled, including any misrepresentation of other State support or any failure to exercise elementary diligence such as would threaten or preclude the applicability of the De Minimis Regulation.
- ▶ That the applicant will comply with EU State aid rules and repay any grant monies required to be repaid to Fáilte Ireland or otherwise where the business or the project is no longer State aid compliant.
- ▶ The applicant must not be subject to collective insolvency procedure under Irish law, meaning:
 - No receiver or receiver and manager has been appointed over all or any of the assets of the company.
 - No petition seeking the winding up of the company has been presented.
 - No order has been made winding up the company on any grounds.
 - No resolution has been passed by the members to wind up the company on an insolvent basis.
 - No petition seeking the appointment of an examiner to the company has been presented.
 - No statutory demand has issued against the company pursuant to section 570 of the Companies Act 2014; and
 - No informal or formal compromise or scheme of arrangement has been entered into with any creditors of the company.
- ▶ Fáilte Ireland may conduct an assessment into non-compliance by an applicant with these terms and conditions of the DTD Programme and reserves the right to review and revoke the grant, including where it receives corroborated third-party complaints.
- ▶ The timing of grant payments under the DTD Programme is subject to Fáilte Ireland being in receipt of sufficient funding from the Irish State to meet those payments. In the event of any unavailability or delay, there will be no liability on the part of Fáilte Ireland or the Irish State to make good any loss or damage suffered, or shortfall experienced by applicants.
- ▶ That the applicant is and will continue to be at all times fully compliant with all relevant legal obligations where applicable including, but not limited to, any in regard to health and safety, employment, disability, planning, the environment, taxation, child protection, data protection, equality of opportunity, the nine grounds of discrimination under the Equal Status Act 2000, local authority and industry requirements and any other requirements under Irish or EU law to which the applicant or the business is subject..
- ▶ All public bodies, including Fáilte Ireland, who are distributing Public Funding, are obliged to comply with the requirements of the Public Spending Code to ensure best value is achieved from state resources. Fáilte Ireland and applicants under this Scheme are also subject to the rules of the Department of Public Expenditure and Reform Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds. Successful applicants will be required to comply with the highest standard of transparency and accountability as set out therein. For more information see www.circulars.gov.ie/pdf/circular/per/2014/13.pdf.
- ▶ Applicants are responsible for satisfying themselves that the aid being granted to them is being lawfully granted and to ensure adherence with State Aid rules. If an applicant provides false information and this is found to be the case, this will result in the aid being recovered by Fáilte Ireland (with interest) on the grounds that this is illegal aid. Applicants are encouraged to carefully review, consider and adhere to these terms and conditions, together

with the eligibility criteria of the DTD Programme for the purposes of State aid compliance. Applicants should exercise particular care where they are in receipt of other State Funding to ensure compliance with maximum funding levels and seek professional advice where appropriate.

- ▶ At any time up to 31st December 2034, the applicant may be asked to make all books and records relating to the DTD Programme available to authorised Fáilte Ireland personnel and, upon the giving of seven days' notice, to any accountant, auditor, or other consultant appointed or designated by Fáilte Ireland, the C&AG or the European Commission.
- ▶ The applicant will provide all necessary cooperation and will comply with all directions, if any, which may be given by Fáilte Ireland or the Commission on foot of any resultant reports prepared by any such internal or external parties including any requirement that the grant be repaid.
- ▶ Fáilte Ireland will carry out an impact analysis of this DTD Programme to include a review of the impact of the funding, success of the DTD Programme, and value for money for public expenditure. Applicants must comply with, and facilitate, all research and analysis that is undertaken as part of this review.
- ▶ To facilitate the efficient monitoring of and compliance for the DTD Programme the applicant agrees to facilitate any staff member or representative of Fáilte Ireland or the European Commission.
- ▶ Where the applicant fails to comply with any of the Guidelines, Terms and Conditions contained in this document or information supplied is found to be incorrect Fáilte Ireland may, at its sole discretion: require specific performance of the conditions of the DTD Programme and/or require immediate repayment of the Grant, or any part of the Grant already paid, to Fáilte Ireland from the applicant and/or be under no obligation to pay the Grant or any part thereof to the applicant. Fáilte Ireland reserve the right to amend these terms and conditions.

5. Completion of Work

The date by which work must be completed, the

conditions in relation to industry standards and meeting with statutory and local authority requirements, will be specified in the Fáilte Ireland Investment Grant Agreement.

6. Retention of Records

Grantees must comply with all conditions in relation to the retention of records, which extends also to Contractors and Sub-Contractors engaged in the development. All relevant records must be made available upon request for examination by authorised officials of Fáilte Ireland, the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media other relevant Government Departments, the European Commission, and the Office of the Comptroller and Auditor General for 10 years.

7. Legal and State Aid

Fáilte Ireland is the grant aiding Authority for the DTD Programme. The legal basis of the DTD Programme is the National Tourism Development Authority Act, 2003. Grants are provided in accordance with the criteria set out above, subject to EU State Aid law. Aid being provided towards this DTD Programme from 1 July 2022 is subject to the provisions of the De Minimis Regulation*. In order for funding to fall within the De Minimis Regulation* its provisions must be complied with in all cases and in all respects in so far as they apply to State Aid for a particular applicant. While Fáilte Ireland has a primary responsibility to comply with those requirements and other State Aid rules, compliance also depends on the co-operation of applicants, including their adherence to these Guidelines, Terms and Conditions, their candour in making applications to us and, ultimately, their compliance with the terms and conditions attaching to the grant, if successful.

*Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid Text with EEA relevance as amended by Commission Regulation (EU) 2020/972 of 2 July 2020. Consolidated version available here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32013R1407>

It is the applicant's responsibility to ensure that they are aware of any further amendments to the De Minimis

Regulation and applicants are free (and encouraged) to take legal advice as appropriate on how State Aid rules and all other applicable legislation apply in their particular situation.

If applying for De Minimis funding in the 3 fiscal years following the awarding of funding from Fáilte Ireland, or any State body, applicants are required to disclose all De Minimis funding awarded.

If an applicant is unsure whether they have previously received De Minimis funding, they should check the letter received from the funding body in question. If the letter is silent as to De Minimis funding, a clarification should be sought from the funding body.

Applicants should declare all public support already received, anticipated or that might possibly be received.

Please note that in order for Fáilte Ireland to maintain De Minimis records, all applicants must complete a De Minimis declaration which is included within the Application Form.

A De Minimis declaration will be required immediately prior to grant drawdown to ensure eligibility having regard to the De Minimis cap on funding.

These Guidelines should be read in conjunction with the De Minimis Regulation, and the Fáilte Ireland State Aid Handbook, which provides more information on the De Minimis funding conditions. Applicants should also be mindful of cumulation or 'double funding' rules, information on which is contained in Chapter 4 of the Handbook.

Applicants should ensure that they seek their own independent, professional advice regarding State Aid and procurement matters in particular.

The Handbook is available to download here: [https://www.failteireland.ie/FailteIreland/media/WebsiteStructure/Documents/2_Develop_Your_Business/6_Funding/Amended-Failte-Ireland-State-Aid-Handbook-07-03-2018-\(1\).pdf](https://www.failteireland.ie/FailteIreland/media/WebsiteStructure/Documents/2_Develop_Your_Business/6_Funding/Amended-Failte-Ireland-State-Aid-Handbook-07-03-2018-(1).pdf)

8. Freedom of Information

Fáilte Ireland may be required to disclose, in connection with the DTD Programme, (a) any information supplied by the applicant to Fáilte Ireland and (b) any relevant data accumulated by Fáilte Ireland in administering the DTD Programme, except where the information is considered to be

commercially sensitive. Fáilte Ireland may contact the applicant in this regard in advance; however, Fáilte Ireland may still be required to release this information if required by law.

Applicants should also note that Fáilte Ireland may publish details of the DTD Programme including, but not limited to, names of applicants that receive funding and the amounts paid to each. Fáilte Ireland at its sole discretion may decide to publish only details of recipients above a certain threshold, the total amount of funding paid under the DTD Programme, the average grant figure or the minimum and maximum grant amounts paid.

9. Data Protection

Both the applicant and Fáilte Ireland shall have regard to their statutory obligations under the GDPR (2016/679) and the Data Protection Acts 1988 to 2018. In this regard, in so far as Fáilte Ireland processes personal data for the purpose of this application it shall comply with its obligations as a "data controller" under the GDPR. Please read Fáilte Ireland's Privacy Policy for details: <https://www.failteireland.ie/privacy>

Applicants are solely responsible for ensuring their websites are compliant with data protection legislation. A GDPR website checklist will be made available to all applicants upon programme launch for guidance purposes only. Grantees remain responsible for ensuring that they are compliant with all laws applicable to their business. Fáilte Ireland, its servants or agents accept no liability in that regard.

Personal data supplied to Fáilte Ireland in relation to the DTD Programme and the applicant may be processed by Fáilte Ireland for the purposes of the administration of the DTD Programme. The legal basis for such processing is Fáilte Ireland's statutory functions under the National Tourism Development Authority Act, 2003.

Fáilte Ireland will be sharing non personal information provided in the Application form or pursuant to the DTD Programme with their procured third-party technical consultants, Government Departments and/or Government Agencies, in the event that information is required from those organisations to ensure compliance with EU and/or national legislation requirements. Should your application be successful we will retain it for 10 years.



SECTION 4



Digital 
that Delivers



For further information on the Digital that Delivers Programme please visit: www.failteireland.ie
or email: digital.delivers@failteireland.ie

