

Version No.	2
Date Effective From:	03 July 2020

FÁILTE IRELAND
COVID-19 SAFETY CHARTER
TERMS AND CONDITIONS JULY 2020

IMPORTANT – PLEASE READ

This document sets out the terms and conditions relating to the COVID-19 Safety Charter (the “**Safety Charter Scheme**”) operated by the National Tourism Development Authority, also known as Fáilte Ireland (“**Fáilte Ireland**”, “**we**”, “**us**” or “**our**”), whose principal place of business is at 88 – 95 Amiens Street, Dublin 1. The Safety Charter Scheme is open to individuals, businesses and organisations based in the Republic of Ireland. It is a condition to participation in the Safety Charter Scheme and use of the Brand that you agree to and accept the terms and conditions set out in this document (the “**Terms**”). If you participate in the Safety Charter Scheme you will be deemed to have accepted the Terms and be bound by them. If you do not accept the Terms you are not entitled to participate in the Safety Charter Scheme use the Brand.

SAFETY CHARTER TERMS AND CONDITIONS

If you participate in the Safety Charter Scheme the following terms and conditions shall apply:

1. **Licence**
 - 1.1 The Safety Charter brand and trademark as set out in Appendix 1 (the “**Brand**”), is the property of Fáilte Ireland.
 - 1.2 These Terms govern the revocable, renewable, licence (the “**Licence**”), which is conditionally granted, of the Brand to you by Fáilte Ireland and your permitted use thereunder.
 - 1.3 Your participation in the Safety Charter Scheme and use of the Brand shall constitute your acceptance of these Terms and the Terms, as they may be amended from time to time by Fáilte Ireland, shall apply to any use by you of the Brand.
 - 1.4 By participating in the Safety Charter Scheme and using the Brand, you confirm that you accept these Terms and that you agree to comply with them. These Terms are applicable to any subsequent or further use of our Brand or participation in the Safety Charter Scheme.
 - 1.5 If you do not agree to these Terms, you must not participate in the Safety Charter Scheme or use the Brand.
 - 1.6 We recommend that you print a copy of these Terms for future reference.
 - 1.7 The Licence is non-exclusive and revocable and subject to the following conditions:
 - (a) you shall at all times comply with the terms of the Safety Charter Scheme, the Guidelines (as defined in section 2.1.1) and these Terms;
 - (b) you shall at all times comply with the directions of Fáilte Ireland regarding the form and manner of the use of the Brand;
 - (c) you shall not do any act or thing, or fail to do any act or thing, whereby the validity, enforceability or Fáilte Ireland's ownership of the trade mark registrations for the Brand,

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or the reputation or goodwill associated with the Brand, is, in the opinion of Fáilte Ireland, likely to be prejudiced;

- (d) you will ensure that any marketing, advertising or promotion which utilises, or is connected with the Brand, shall in no way diminish the reputation, image or prestige of the Brand;
- (e) in no event shall you place the Brand on the labelling or packaging of foodstuffs; and
- (f) in no event shall you place the Brand on the labelling or packaging of products containing or promoting alcoholic beverages, such as beers, wines and spirits (but which do not include products which may also contain alcohol in minimal quantities or which are not intended to be consumed for their intoxicating effects, such as hand sanitisers, cosmetics and dental hygiene products.)

1.8 Fáilte Ireland may terminate your Licence to the Brand upon 1 (one) month's written notice at its convenience. For the avoidance of doubt, such termination for convenience means that Fáilte Ireland will not be required to give you any reason for such termination.

1.9 The Licence shall expire on the date that is twelve months from the date of issue (the "**Termination Date**") unless it has been terminated, for any reason, before that date.

1.10 Fáilte Ireland may, at its sole discretion, extend the Licence beyond the Termination Date and either continue to apply these Terms (with such modifications as may be required) or replace these Terms for the period beyond the termination Date.

- 1.11 Fáilte Ireland may terminate your Licence to the Brand by notice with immediate effect if:
- (a) Fáilte Ireland reasonably determines that termination is required to protect the integrity and goodwill associated with the Brand;
 - (b) you commit any breach of these Terms which, in the opinion of Fáilte Ireland, is both material and not capable of remedy, or which is capable of remedy but is not remedied to the satisfaction of Fáilte Ireland within 14 (fourteen) calendar days' notice from Fáilte Ireland to do so; or
 - (c) you fail to comply with any directions of Fáilte Ireland or its agents, or such other parties as may be relevant, including but not limited to parties or persons engaged by Fáilte Ireland to assist in managing the Brand, the Food Safety Authority of Ireland, the Health Service Executive, the Health and Safety Authority and other government agencies, in relation to the requirements prescribed in the Guidelines (as defined further below).

1.12 In the event of termination of the Licence by Fáilte Ireland, you shall, from the date of termination:

- (a) destroy all materials and documentation which incorporate the Brand; and
- (b) cease and desist from using the Brand in any manner or format; and
- (c) cease and desist from promoting your participation in the Safety Charter Scheme.

1.13 You shall not assign, transfer, charge, sub-licence, sub-contract or deal in any manner with any or all of your rights and obligations under these Terms.

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2. Eligibility

2.1 To be eligible to participate in the Safety Charter Scheme all businesses must meet the following criteria:

- (a) They must have Guidelines for Re-opening issued by Fáilte Ireland specifically for their sector; and
- (b) If they are a tourism accommodation provider, they must be either registered or approved under the National Quality Assurance Framework.

3. Warranties

3.1 You warrant, confirm and undertake that, as a condition of participation in the Safety Charter Scheme and use of the Brand, that:

3.1.1 You shall implement and maintain compliance procedures which align with the recommended practices and procedures set out in the operational guidelines for the reopening of the Irish economy in light of the COVID-19 pandemic which are published by Fáilte Ireland, on its website (as they may be amended from time to time, without direct notice to you) that are relevant to your business (the “**Guidelines**”);

3.1.2 You have the authority and right under law to enter into, and to carry out your obligations and responsibilities pursuant to these Terms;

3.1.3 You shall:

- (a) be responsible for continuously monitoring and ensuring ongoing compliance with the Guidelines, and any changes thereto, within your business or organisation, which includes, but is not limited to, monitoring and ensuring such compliance by employees, agents or contractors working within or for your business or organisation;
- (b) liaise with Fáilte Ireland in relation to the Guidelines, and keep Fáilte Ireland fully informed of any matter which might materially impact the observance of the Guidelines;
- (c) comply with all reasonable directions of Fáilte Ireland in relation to complying with the Guidelines and these Terms;
- (d) COVID-19 Hygiene and Safety Control Training

(i) COVID-19 co-ordinator/lead :

Your designated COVID-19 co-ordinator/lead shall be required to complete the Fáilte Ireland Infection Prevention Control for Tourism Businesses Course.

(ii) All employees (either full-time or part-time)

You shall ensure that all employees either full-time or part-time that are returning to work:

- (a) Have already received requisite COVID-19 hygiene and safety control training that will provide them with a clear understanding of COVID-19 and the standard precautions of infection control; ensure that they are aware of their role and responsibility in preventing the spread of COVID-19; and ensure that they know how

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to consistently demonstrate good hand-washing techniques and practice and how to apply this in their work practices; or

(b) have completed the Fáilte Ireland Infection Prevention Control for Tourism Businesses Course;

(iii) New employees (either full-time or part-time)

You shall ensure that all new employees either full-time or part-time:

(a) will as soon as reasonably practicable complete the Fáilte Ireland Infection Prevention Control for Tourism Businesses Course; or

(b) will have completed a COVID-19 hygiene and safety training course before commencing work that will provide them with a clear understanding of COVID-19 and the standard precautions of infection control; ensure that they are aware of their role and responsibility in preventing the spread of COVID-19; and is aware of the requirement to consistently demonstrate good hand-washing techniques and practices and how to apply this in their work practices.

(e) comply with the requirements of the Return to Work Safely Protocol, COVID-19 Specific National Protocol for Employers and Workers, as may be amended from time to time..

3.1.4 Fáilte Ireland (or a third party or agent nominated to act on its behalf) may seek information from you (including but not limited to evidence of all employees having completed requisite COVID-19 hygiene and safety control training), and/or attend at your premises and facilities with or without notice, in order to assess your compliance with the Guidelines, these Terms and your use of the Brand. You shall comply with all reasonable directions of Fáilte Ireland thereby arising.

3.1.5 You shall comply with all directions of Fáilte Ireland (or such agents of Fáilte Ireland or other parties as may be relevant, including but not limited to the Food Safety Authority of Ireland, the Health Service Executive and the Health and Safety Authority) in relation to the Terms and the Guidelines;

3.1.6 You shall immediately notify Fáilte Ireland of any notice of non-compliances issued to you by any other relevant body, including but not limited to the Food Safety Authority of Ireland, the Health Service Executive and the Health and Safety Authority in relation to your implementation of, or compliance with, the Guidelines;

3.1.7 You hereby consent to the sharing of information between Fáilte Ireland and any other relevant body, including but not limited to Food Safety Authority of Ireland, the Health Service Executive and the Health and Safety Authority in relation to the implementation of and compliance with the Guidelines.

4. **Indemnity**

You shall indemnify Fáilte Ireland against all liabilities, costs, expenses, damages and losses suffered or incurred by Fáilte Ireland (including legal costs) arising out of or in connection with:

(a) your exercise of the Licence under these Terms;

(b) your breach of or negligent performance of your obligations pursuant to, these Terms;

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(c) any claims arising or which may arise as a result of any failure by you to comply with the recommendations in the Guidelines; and

(d) the enforcement of these Terms against you.

5. Notices

5.1 Any notice or other communication required to be given pursuant to these Terms shall be in writing, addressed to the relevant party at the registered or business address for such party and may be sent by prepaid registered post or, if an email address is available for that party, by email. Any such notice or other communication will be deemed to have been duly served or given:

5.1.1 if posted by registered post at the expiration of 48 (fort—eight) hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered);

5.1.2 if personally delivered, at the time of delivery; or

5.1.3 if sent by email, on the first day following successful transmission.

5.2 If notice is not given or served during usual business hours on a day other than a Saturday or Sunday or a statutory or public holiday in the Republic of Ireland, it will be deemed to have been given or served on the next day which is not a Saturday or Sunday or a statutory or public holiday in the Republic of Ireland.

6. Amendment

Fáilte Ireland reserves the right to amend these Terms if required and we will notify you in advance of any such amendment. Such notification may include the publishing of such amended Terms on our website.

7. Force majeure

The Safety Charter Scheme, and these Terms, which govern the Safety Charter Scheme, are designed to assist Irish individuals, organisations and businesses which have been affected by the COVID-19 pandemic. Fáilte Ireland reserves the right to unilaterally suspend, cancel or materially amend these Terms and the Safety Charter Scheme upon the occurrence of any event or circumstances, or a combination of events and/or circumstances which are not within the reasonable control of Fáilte Ireland which have the effect of delaying or preventing Fáilte Ireland from implementing or continuing the Safety Charter Scheme, including but not limited to government regulations requiring the enforcement of additional restrictions in relation to combatting the COVID-19 pandemic (which may have the effect of superseding or negating the aims of the Safety Charter Scheme) implemented on or after 24 June 2020, acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines.

8. Governing Law and Choice of Jurisdiction

These Terms shall in all aspects be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with these Terms.

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