

Between Fáilte Ireland and Accommodation Provider:

1. Licence

- 1.1 This is a Licence Agreement (or, to the extent that any other person licences Fáilte Ireland, a Sub Licence Agreement).
- 1.2 In consideration of your payment of the fee, Fáilte Ireland hereby licenses you to use the Fáilte Ireland name, logos and its other rights pertaining to the signs ("the Goods") made available by Fáilte Ireland to you in accordance with the terms of this Agreement.
- 1.3 The Goods are and will remain the property of Fáilte Ireland at all times and can never become your personal property and you shall not obtain any other right in the Goods beyond the terms of this Licence. You are prohibited from selling or disposing of the signs or using them otherwise than as authorised by Fáilte Ireland here under.

2. Payment

By signing this Agreement you agree to pay to Fáilte Ireland the fee by the specified dates to us at our address or to any person or address notified by us in writing to you.

3. Place Where Goods Are Kept

You must keep the Goods safely at your address and may not move them elsewhere without first obtaining our written consent.

4. Care of Goods

You shall ensure that the goods displayed will be maintained in good order at your own expense and shall insure against damage howsoever caused and will pay us the cost, including delivery, of repairing or replacing the goods. You shall ensure that any electrical installation shall be made using correct and appropriate materials and workmanship.

5. Insurance against Loss or Damage

You are responsible for all loss or damage to the Goods even if caused by acts or events outside of your control. Save with the written consent of Fáilte Ireland, you must therefore insure the Goods against loss or damage.

6. Termination

Without prejudice to the rights of Fáilte Ireland, we may terminate this Agreement and take back the Goods after giving you written notice if at any time:

- a. You fail to pay any amount within 14 days of its due date or commit any other breach of your obligations;
- b. You have given false information in connection with your entry into this Agreement;
- c. The Goods are destroyed or damaged or the insurers treat a claim under the policy for the Goods on a total loss basis;
- d. Your rating changes; or
- e. You withdraw from the Fáilte Ireland Quality Assurance Schemes.

7. Effects of Termination

- 7.1 If we terminate this Agreement you must pay us all sums due to us up to the date of termination.
- 7.2 If your property falls out of registration or renewal or ceases to participate in the Fáilte Ireland Quality Assurance Schemes you are obliged to return the signs within 30 days to Highway Safety Developments Ltd, Knocktopher, Co. Kilkenny R95 TW83 or such other person as might be advised for the purpose by Fáilte Ireland and to afford all reasonable cooperation to Fáilte Ireland and its agents in connection with such recovery.

8. Regulations & Consents

You shall ensure that all local planning authorities' regulations are complied with and ensure that all necessary permissions have been sought and obtained, regarding the display of Fáilte Ireland signs.

9. Customer's Acknowledgement

9.1 You understand and accept that:

- 9.1.1 All rights including copyright and any other intellectual property rights in the name "Fáilte Ireland" and the names, terms, symbols and logos used for the purpose of Fáilte Ireland Quality Assurance Schemes are owned by Fáilte Ireland;
- 9.1.2 The Goods are and shall remain the property of Fáilte Ireland; and
- 9.1.3 Fáilte Ireland reserves the right at any time and without notice to alter the names, terms, symbols and logos used for the purposes of the Fáilte Ireland Quality Assurance Schemes.

9.2 Further, you accept the Goods may only be displayed during the period that your property remains registered or approved by Fáilte Ireland. You undertake to advise us of any change of ownership or in respect of the premises details below, recognising that such change will terminate this Agreement, where upon the signs shall be removed at your cost and returned at your cost to Highway Safety Developments Ltd. or such other agent of Fáilte Ireland as may be advised and you shall afford all reasonable cooperation in those matters.

9.3 You undertake to maintain the Goods displayed in good order and (save with the written consent of Fáilte Ireland) to insure against damage howsoever caused and will pay us the cost including delivery of repairing or replacing the signs. You understand that it is your responsibility to obtain planning permission in respect of any signs supplied, should this be appropriate.

9.4 You shall comply at all times with the Fáilte Ireland Quality Assurance Scheme in which you are a participant.

10. Assignment

- 10.1 This Agreement shall be binding on you and you shall not be entitled to novate or assign or otherwise transfer or alienate all or any part of your burdens, rights or benefits under this Agreement.
- 10.2 We shall be entitled to novate or assign all or any part of the burdens, rights or benefits under this Agreement proper to Fáilte Ireland at any time.

11. Signage and Logo

Fáilte Ireland will notify you of any subsequent changes to the Goods, you should then return your out of date sign for replacement with a new approval sign. You are to ensure that you only display the correct version of the relevant Fáilte Ireland Goods at all times.

I have read, understood and agree to the Terms & Conditions of this Licence Agreement as set out above.

SIGNED: _____

NAME (BLOCK CAPITALS PLEASE): _____

DATE: _____

POSITION: _____

PREMISES NAME: _____



Between Fáilte Ireland and Accommodation Product Provider:

1. Licence

- 1.1 This is a Licence Agreement or, to the extent that any other person licences Fáilte Ireland, a SubLicence Agreement.
- 1.2 In consideration of your participation in the **Fáilte Ireland Quality Assurance Scheme**, Fáilte Ireland hereby licenses you to use the Fáilte Ireland name, logos and other rights in the materials (whether PDF, JPG or other images or forms) (together the Quality Assurance Mark Logos) made available by Fáilte Ireland to you in accordance with the terms of this Agreement and to be used by you for the purposes only of promotion of your Fáilte Ireland approved property / product for the duration of its approval by, and registration as such with, Fáilte Ireland.
- 1.3 The Quality Assurance Mark Logos are and will remain the property of Fáilte Ireland at all times and can never become the personal property of you or any other person and you shall not obtain any other right in the Quality Assurance Mark Logos beyond the terms of this Licence. You are prohibited from using the Quality Assurance Mark Logos otherwise than as authorised by Fáilte Ireland hereunder and for the time being.

2. Use of the Quality Assurance Mark Logos

- 2.1 You agree not to alter or modify the Quality Assurance Mark Logos.
- 2.2 You agree not to use the Quality Assurance Mark Logos in such a manner as is liable to injure the reputation or distinctiveness of the Quality Assurance Mark Logos, Fáilte Ireland or the Fáilte Ireland Quality Assurance Schemes and agree to observe any reasonable directions given by Fáilte Ireland in relation to the use of the Quality Assurance Mark Logos.

3. Indemnity

You shall indemnify and hold harmless Fáilte Ireland against all and any claims (whether successful or otherwise), loss, liability, damages and expenses, including reasonable legal fees and expenses insofar as they arise from any breach by you of your obligations under this Agreement or your use of the Quality Assurance Mark Logos.

4. Termination

Without prejudice to the rights of Fáilte Ireland, we may terminate this Agreement and withdraw the licence to use the Quality Assurance Mark Logos after giving you written notice if at any time:

- a. You commit any breach of your obligations under this Agreement;
- b. You have given false information in connection with your entry into this Agreement;
- c. Your rating changes; or
- d. You withdraw from the Fáilte Ireland Quality Assurance Schemes.

5. Effects of Termination

- 5.1 If your property / product falls out of registration or renewal or ceases to participate in the Fáilte Ireland Quality Assurance Schemes you are obliged to cease use of the Quality Assurance Mark Logos, to remove the Quality Assurance Mark Logos from your website and / or other promotional materials and to afford all reasonable cooperation to Fáilte Ireland and its agents in connection with such cessation.

6. Regulations & Consents

You shall ensure that compliance with the regulations of any applicable public authority or under any applicable legislation and ensure that all necessary permissions have been sought and obtained, regarding the use or display of Fáilte Ireland signs and any signs displaying the Quality Assurance Mark Logos.

7. Licensees Acknowledgement

- 7.1 You understand and accept that:
 - 7.1.1 All rights including copyright and any other intellectual property rights in the Quality Assurance Mark Logos, the name Fáilte Ireland and the names, terms, symbols and logos used for the purpose of Fáilte Ireland Quality Assurance Schemes are owned by Fáilte Ireland;
 - 7.1.2 The Quality Assurance Mark Logos are and shall remain the property of Fáilte Ireland; and
 - 7.1.3 Fáilte Ireland reserves the right at any time and without notice to alter the names, terms, symbols and logos used for the purposes of the Fáilte Ireland Quality Assurance Schemes and the Quality Assurance Mark Logos.
- 7.2 Further, you accept the Quality Assurance Mark Logos may only be used during the period that your property / product remains approved or registered by Fáilte Ireland. You undertake to advise us of any change of ownership in respect of the premises (if any) or any website or other promotional vehicle displaying the Quality Assurance Mark Logos in promotion of your property / product, recognising that, unless Fáilte Ireland approves in writing (such approval not to be unreasonable withheld or delayed) of such change, such change will terminate this Agreement, whereupon you are obliged to cease use of the Quality Assurance Mark Logos and / or to remove the Quality Assurance Mark Logos from your website and other promotional materials and to afford all reasonable cooperation to Fáilte Ireland and its agents in connection with such cessation.
- 7.3 You shall comply at all times with the Fáilte Ireland Quality Assurance Scheme in which you are a participant and all directions given by Fáilte Ireland in connection with the Quality Assurance Mark Logos.

8. Assignment

- 8.1 This Agreement shall be binding on you and you shall not be entitled to novate or assign or otherwise transfer or alienate all or any part of your burdens, rights or benefits under this Agreement.
- 8.2 We shall be entitled to novate or assign all or any part of the burdens, rights or benefits under this Agreement proper to Fáilte Ireland at any time and you shall not be entitled to prejudice, harm, damage or otherwise diminish the rights of Fáilte Ireland in the Quality Assurance Mark Logos.

9. Signage and Logo

Fáilte Ireland will notify you of any subsequent changes to the Goods, you should then return your out of date sign for replacement with a new approval sign. You are to ensure that you only display the correct version of the relevant Fáilte Ireland Goods at all times.

I have read, understood and agree to the terms and conditions of this Licence Agreement as set out above.

SIGNED: _____

NAME (BLOCK CAPITALS PLEASE): _____

DATE: _____

POSITION: _____

BUSINESS NAME: _____

EMAIL ADDRESS: _____