

# Digital that Delivers

Programme Guidelines for  
Local Authority Visitor Attractions | 2025/2026

The tablet screen displays a digital ticketing interface with the following details:

- Order ID: DAH9YSBG8
- Item: Joint Admission
- Date/Time: Wed Oct 26th 5:14 PM
- Price: €21.00
- Quantity: 2x Adult
- Status: 0/2
- Action: Redeem All

Additional interface elements include a navigation bar with 'Sell', 'Redeem', 'Accounts', and 'Reports'; a 'Redeem All Tickets' button for 'For Oct 26th 2:00 PM'; and a 'Payments' section. The background shows a blurred crowd of people, suggesting a visitor attraction setting.

# Irish Visitor Experiences

Programme Guidelines for Local Authority Visitor Attractions, Terms & Conditions



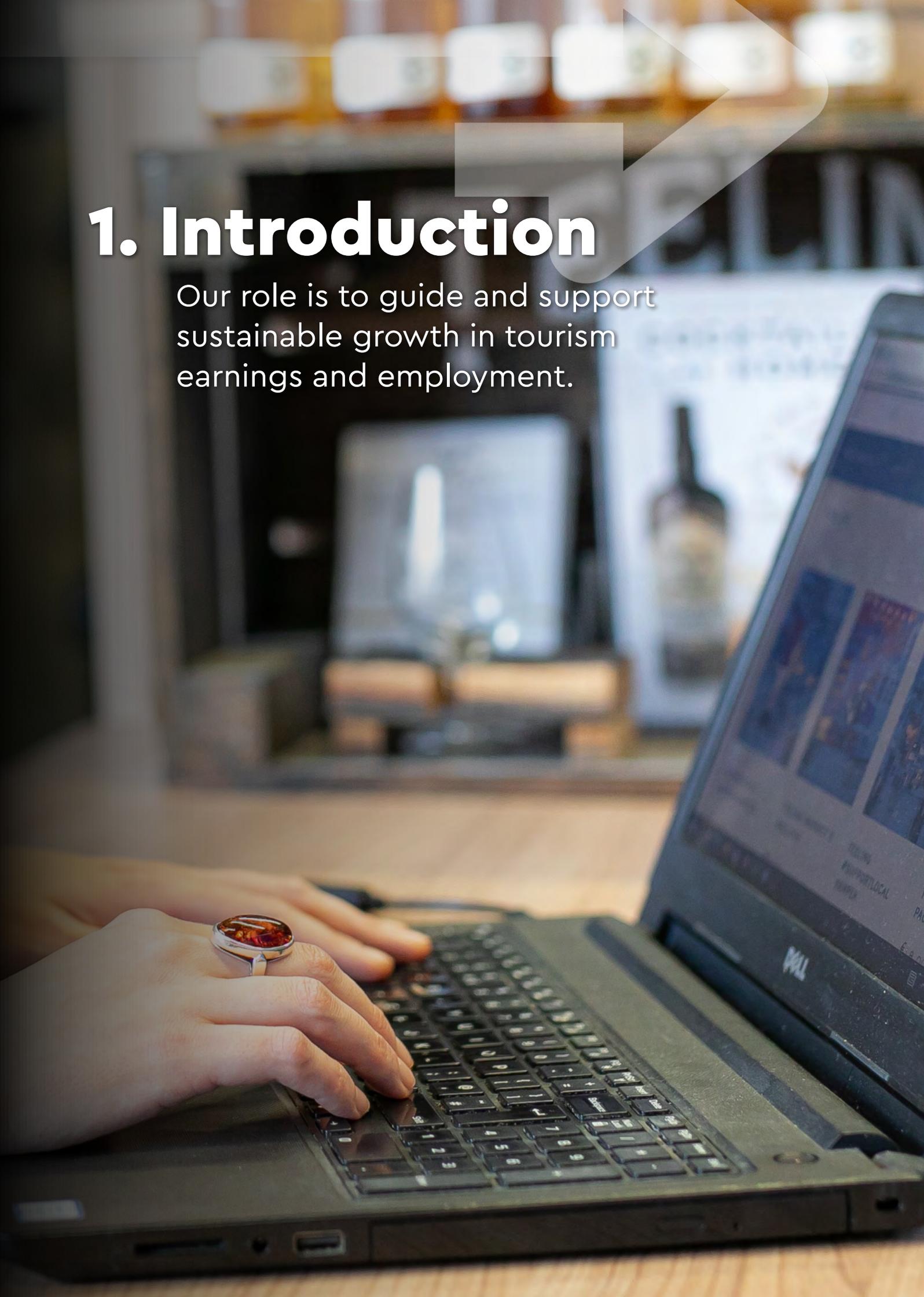


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# 1. Introduction

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](http://www.failteireland.ie)**

## 1.1 About Digital that Delivers

Since 2020, the global economy has experienced a digital revolution. For tourism businesses, digital tools and strategies are essential to enhance operational efficiency, market reach is to effectively manage visitor numbers, business operations, and revenue. Consequently, all tourism enterprises must embrace digital technologies to meet the evolving needs and expectations of both domestic and international visitors.

Digital that Delivers (DTD) is a ground-breaking initiative from Fáilte Ireland, designed to power digital transformation for visitor experiences. This scheme has been set up to support local authority visitor attractions. Fáilte Ireland believes that the Digital That Delivers Programme will support and promote the development of a more resilient and competitive tourism sector, sustaining Ireland as a high-quality and competitive tourism destination.

## 1.2 Aims and Objectives of the Digital that Delivers 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, 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. Businesses who complete the Programme, will become more promotable, more searchable and ultimately more bookable online.

## 2. How the Programme Works



## 2. How the Programme Works

The Digital That Delivers Programme will be delivered through a series of stages by Fáilte Ireland and leading Digital experts. Training, mentoring, and investment grants will be provided over the course of the programme.

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

### 2.1 What can I expect for my business?

- ▶ A bespoke digital transformation roadmap and action plan
- ▶ One-to-one expert support
- ▶ Supercharged digital skills for you and your team
- ▶ Investment grants to implement relevant digital technologies
- ▶ An accessible, modern website to drive more bookings
- ▶ Support to make data-led decisions for your business
- ▶ Enhanced digital marketing strategies

### 2.2 What will be covered in the Programme?



**Booking Systems and Distribution** – Visitor attractions without a booking system, or those with a system that does not facilitate distribution, will receive support to select and activate an appropriate booking system that supports distribution to the relevant channels. This booking system must be implemented and maintained by the participant.



**Website and Content** – Visitor attractions identified as having websites that require improvement or replacement, will receive support to enhance the design, functionality, usability and accessibility of their website. They will also receive support to develop best-in-class relevant, engaging and accessible content.



**Digital Marketing** – Visitor attractions will receive support to enhance their digital marketing strategies and capabilities, including gen AI-driven tools and training, to boost the visibility and prominence of their brand websites and social channels.



**Data Measurement and Insights** – Visitor attractions will be supported with advanced data measurement set-up allowing them to unlock insights about their business performance. They will receive training on how to use these tools, enabling them to make informed future decisions about their business.

# 3. Overview of the Digital That Delivers Programme



**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 Stages of Programme Delivery

### 3.1 Programme Application

To participate in the Programme, you must submit an expression of interest. This will enable Fáilte Ireland to assess your eligibility and confirm your readiness to allocate the necessary resources to the Programme. You will be required to confirm your acceptance of a place on the Programme by email. .

### 3.2 Digital Maturity Assessment

The successful applicants will undergo a digital maturity assessment by Fáilte Ireland's procured technical consultants, from which a digital roadmap and action plan are developed. This roadmap will identify the recommended workstreams through which they will progress on their journey toward digital transformation.

### 3.3 Investment Grant Support

The digital roadmap will recommend investment grant support amounts for each participating visitor attraction against the recommended workstreams, which include enabling website enhancement or replacement, implementation of a booking system, development of new digital content (video, imagery, copy), digital marketing strategies and setting up of data analytics to track conversions.

### 3.4 Application for Investment Grant Aid

The applicant will apply for investment grant funding once they receive their roadmap. The items and costs which the grant application is based on will be costed and approved by the applicant's assigned project coordinator before the

application for funding is submitted. In seeking a quote for work, applicants must adhere to public procurement rules (where applicable). The 'Public Procurement Guidelines for Goods and Services' are available at the following link:

**<https://www.gov.ie/en/publication/c23f5-public-procurement-guidelines-for-goods-and-services/?referrer=>**

Investment grant payments will be made pursuant to the General Block Exemption Regulation, as well as the terms and conditions of these Guidelines and the Letter of Offer that will be issued to the applicant. Further details on State Aid are provided in the EU State Aid section of this document and in the Fáilte Ireland State aid Handbook. For the purposes of this Programme all applicants are being treated as undertakings under State Aid rules.

### 3.5 Evaluation Process and Investment

Fáilte Ireland will evaluate your application and determine the funding amount which will be offered. 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 incurring of eligible expenditure under this Programme cannot take place prior to the approval of the investment 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.

### 3.6 Implementation of Funded Solutions

Once the applicant receives and accepts the Letter of Offer of funding from Fáilte Ireland, they can start implementing their proposed solution. Written confirmation by Fáilte Ireland's procured technical consultants that the work has been completed in accordance with the roadmap prepared will be required before final grant claims are approved for payment. The applicant must ensure their assigned project coordinator has signed off on the work completed in accordance with the roadmap, before submitting their final payment claim.

### 3.7 How to Claim your Investment Grant

Investment 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 for by the grantee.

The grantee is required to be set up as a Supplier via the 'Supplier Set Up Form', in order to complete the grant drawdown. The applicant will be asked to submit their supplier set up form before the grant application will be made available.

**The Letter of Offer will outline the specific payment/drawdown mechanisms available to the grantee. .**

The applicant must have a valid **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 of the Programme.

### 3.8 Programme Support & Expert Mentoring

A project coordinator will be appointed to each applicant to support them through the work programmes and address any issues they may encounter. Once applicants have approved and committed to the work in their roadmaps, they will start the process of implementing digital work projects. Throughout the Programme, participants will also receive 1-2-1 support from technical experts to support businesses to undertake more complex digital transformation workstreams.

### 3.9 Capability Building

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

The Programme includes a wide range of digital capability building training, including engaging with expert-led training workshops and online learning supports across the duration of the programme. Applicants will benefit from shared experiences, knowledge, and networking with other businesses on the Programme. Each grantee can nominate up to 4 employees to undergo capability building development.

### 3.10 Competency Assessment

To ensure applicants are assigned to the most appropriate training and development based on their role in the business, current knowledge and skills, each participant will have to undertake a competency assessment at the start of the Programme. The assessment will produce a recommended learning pathway tailored to individual development needs.

# Eolas do Thurasóirí Tourist Information



## Things to See & Do

- 01 Cathedral of Christ the King
- 02 Belvedere House Gardens & Park
- 03 Kibbeggan Distilling Co.
- 04 Tullamore D.E.W. Visitor Centre
- 05 Charleville Castle
- 06 Lough Boora Discovery Park
- 07 Clara Bog Visitor Centre
- 08 Lemanaghan Monastic Site
- 09 Clonony Castle
- 10 Shannonbridge Fort
- 11 Clurmagranse
- 12 Celtic Roots
- 13 Dún na Sín Anríocht & Heritage Park
- 14 Athlone Castle
- 15 Luan Gallery
- 16 Derryglad Folk & Heritage Museum
- 17 Hill of Uisneach
- 18 Center Parc
- 19 Casey's Bogwood Sculptures
- 20 Corlea Trackway Visitor Centre
- 21 Lough Ree Distillery
- 22 St. Mea's Cathedral
- 23 Maria Edgeworth Centre
- 24 Knights and Conquests Heritage Centre
- 25 Lullymore Castle Gardens
- 26 ... Abbey
- 27 Loughcrew
- 28 St. Xilian
- 29 Irish Mills
- 30 Old Mellis
- 31 Slane Castle Whiskey
- 32 Hill of ...
- 33 Franc ...
- 34 ...
- 35 ...
- 36 ...
- 37 Hill of ...
- 38 Becl ...
- 39 Tim ...
- 40 The Round Tower ...
- 41 Castlebawn House & Park
- 42 Leixlip Castle
- 43 Maynooth Castle
- 44 The Steam Museum & Walled Garden
- 45 Donadisa Forest Park
- 46 The Kildare Maze
- 47 Newbridge Silver Centre
- 48 Lullymore Heritage Park
- 49 Bog of Allen Nat

ore information, please

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SECTION 3

# 4. Who can apply?



## 2.1 Who can apply?

### **Local Authority owned/operated Visitor Attractions:**

Eligibility under and compliance with Article 53 of the General Block Exemption Regulations requirements is required (Refer to the State aid section for more details).

Applicants must provide a dedicated resource available to engage with the Programme. This resource should be available to support the Programme directly for up to 4 days per month over the programme duration 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 Programme team is flexible to work with you around peak season and busy periods, a certain level of commitment on your part will be required.

To reap the full benefits of the Programme and see long-term results, you need to commit to growing your business, be ready to embrace the digital change and apply the newly shaped skills to your day-to-day operations. Following a review of the applications, Fáilte Ireland will select a cohort of successful applicants to begin their participation in the Digital That Delivers Programme in 2025, based on selection criteria outlined in this section.

# 5. Eligible and Ineligible Expenditure



## Eligible and Ineligible Expenditure

As part of the Programme, you may be eligible to apply for investment grant funding to support the implementation of technical solutions by third party vendors or contractors. Only eligible expenditure will be granted funding under the Programme. The below lists outline items that are eligible and ineligible as part of the Programme. These 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.

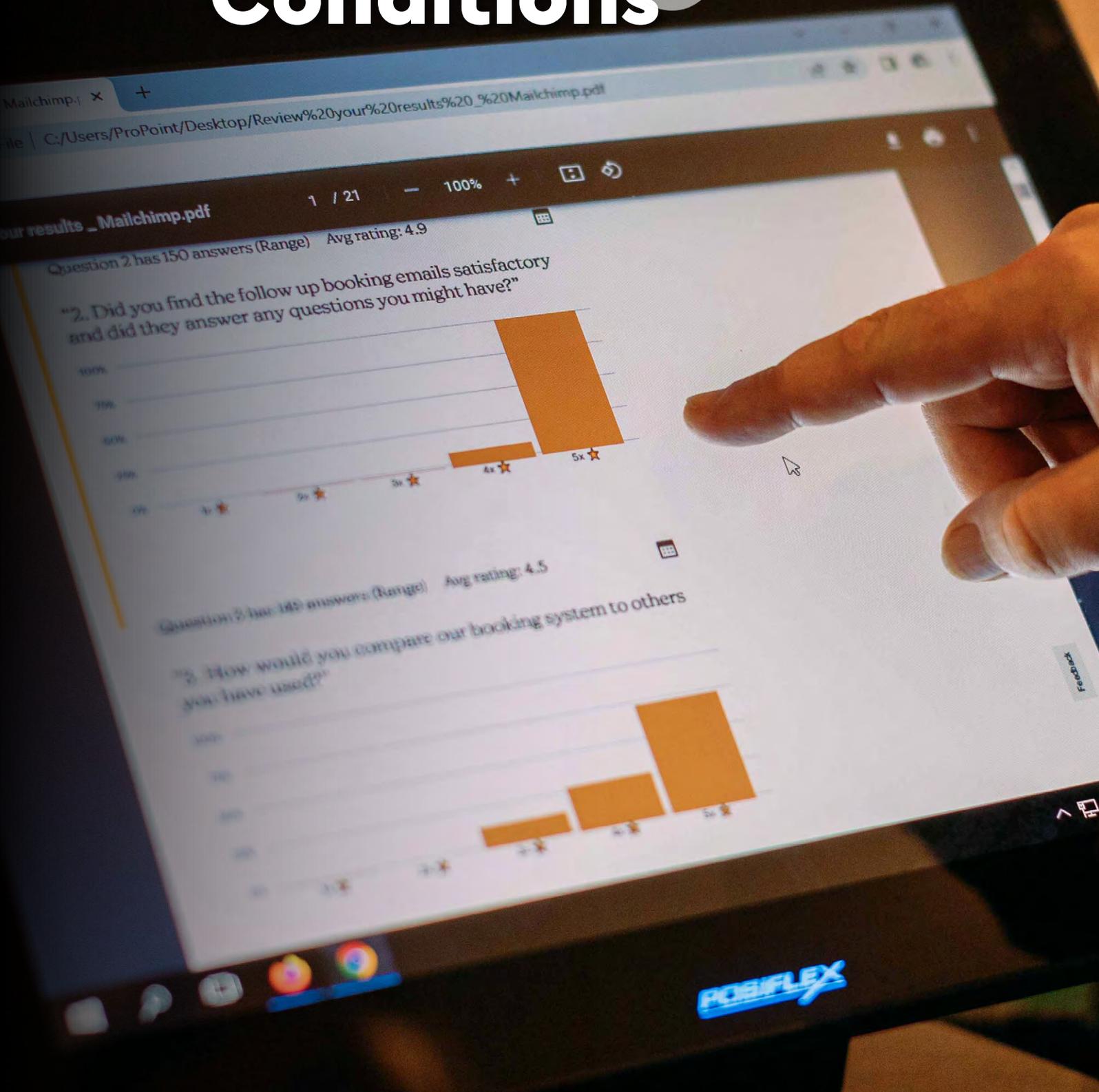
### **Eligible expenditure** under the DTD Programme:

- ▶ Purchase of necessary hardware and equipment
- ▶ Design, activation, enhancement, upgrade and configuration of an online booking system
- ▶ Integration of the booking system with website or other systems
- ▶ Accessible website design, development, set-up and optimisation, including reporting and analytics
- ▶ Digital strategy design
- ▶ Once-off SEO implementation
- ▶ Copywriting, Photography & Videography
- ▶ Accessible Digital 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 your Letter of Offer
- ▶ 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

# 6. Terms and Conditions



POSIFLEX

**These Guidelines should be read in conjunction with the Fáilte Ireland State Aid Handbook which provides more information on funding under Article 53 of the GBER Regulation– the Conservation and Consultancy aid in the context of aid for Culture and Heritage Conservation exemption. Where the maximum grant rate is 80% the aid amount granted per undertaking will also be dependent on their required technological solutions as identified following review by Fáilte Ireland's procured technical consultants. Funding is at the absolute discretion of Fáilte Ireland and is subject to the availability of Government Funding and to State Aid rules.**

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 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 is subject to audit.
- ▶ Fáilte Ireland may make any enquiries that it considers necessary to establish the applicant's eligibility for funding 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 will be used solely on eligible expenditure in accordance with the purposes of and objective of the Digital That Delivers Programme.
- ▶ The submission of an application should not be construed as granting any rights or expectations of funding to the applicant.
- ▶ As part of the 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 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 data protection legislation. The collection of business performance data may be automated, and 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 an individual business level. 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. Fáilte Ireland will also be required to review the performance and value for money of its investment in the 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 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
  - Visitor profile - adults, youth, senior, Groups
  - Ticket types - full price, discount, comps,
  - Customer type - walk in, pre-booked, Groups, 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
- ▶ In accepting any offer of monies, 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 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 Digital That Delivers 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 Digital That Delivers Programme or the Letter of Offer, Fáilte Ireland may at its sole discretion;
  - Require specific performance of the terms and conditions of the Digital That Delivers 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 fund 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 GBER Regulation or the Applicant's eligibility to avail of GBER funding 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 Digital that Delivers 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 Digital That Delivers 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 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 business must not have been insolvent or unable to pay its debts as they fell due as of 31 December 2022.
- ▶ 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 applicant if it is a 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 Digital That Delivers Programme and reserves the right to review and revoke the grant, including where it receives corroborated third-party complaints.
- ▶ 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.
- ▶ 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 [www.circulars.gov.ie/pdf/circular/per/2014/13.pdf](http://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 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 Digital Transformation 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 2035, 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.
- ▶ To facilitate the efficient monitoring of and compliance for the Digital That Delivers 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 Digital That Delivers 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.

## 7. 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 your Letter of Offer.

## 8. 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 Enterprise, Tourism and Employment other relevant Government Departments, and the Office of the Comptroller and Auditor General for 10 years.

## 9. Legal and State Aid

Fáilte Ireland is the grant aiding Authority for the Digital That Delivers Programme. The legal basis of the Digital That Delivers Programme is the National Tourism Development Authority Act, 2003. Investment Grants are provided in accordance with the criteria set out above, subject to EU State Aid law. Aid being provided towards this part of the Programme is being provided under Article 53 of the GBER Regulation. In order for funding to fall within the GBER 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.

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

These Guidelines should be read in conjunction with the GBER Regulation, and the **Fáilte Ireland State Aid Handbook**, which provides more information on the GBER funding conditions under Article 53. 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.

## 10. Freedom of Information

Fáilte Ireland is subject to the requirements and the provisions of the Freedom of Information Act 2014 (the "FOI Act") and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE") (as each is amended from time to time).

It may be necessary for Fáilte Ireland to disclose, in connection with the Digital that Delivers Programme (a) any information supplied by the applicant to Fáilte Ireland and (b) any relevant data and records accumulated by Fáilte Ireland in administering the Programme under this FOI and AIE legislation.

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. The final decision on disclosure rests with the Office of the Information Commissioner, and ultimately, the Courts.

Applicants should also note that Fáilte Ireland may publish details of the 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 Programme, the average

grant figure or the minimum and maximum grant amounts paid.

## 11. 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 Data protection Privacy Statement for details [here](#).

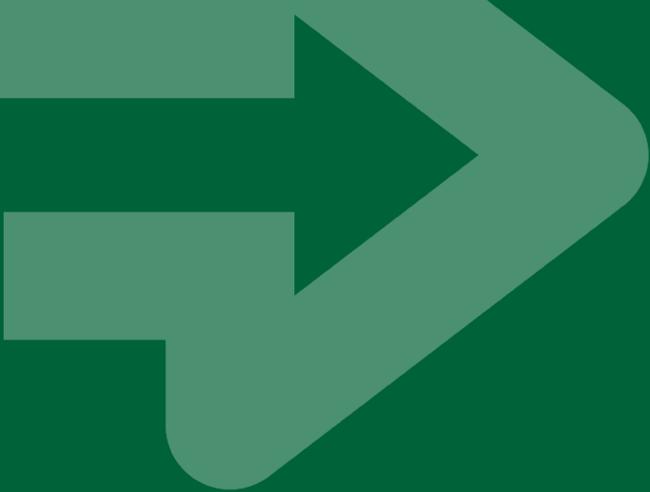
Applicants are solely responsible for ensuring their websites are compliant with data protection legislation. A GDPR website checklist will be made available to all applicants upon Programme launch for guidance purposes only. Grantees remain responsible for ensuring that they are compliant with all laws applicable to their business as they are the Data Controller. Fáilte Ireland, its servants or agents accept no liability in that regard. Personal data supplied to Fáilte Ireland (Independent Data Controller) in relation to the Digital That Delivers Programme and the applicant may be processed by Fáilte Ireland for the purposes of the administration of the 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 Digital That Delivers Programme with their procured third-party technical consultants, Government Departments and/or Government Agencies, if 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.

## 12. Investment Grant Amounts

Grants made pursuant to the Digital That Delivers 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 GBER Regulation.

Grants provided under the Programme are granted subject to the applicant qualifying to take the grant on the basis of the GBER Regulation and the requirement that at least 80% of either the time or space capacity per year at the attraction must be for cultural purposes.



Digital   
that Delivers



For further information on the Digital that Delivers Programme please visit: [www.failteireland.ie](http://www.failteireland.ie)  
or email: [digital.delivers@failteireland.ie](mailto:digital.delivers@failteireland.ie)

