1. *General Conditions and Definitions*

Funding Master Projects Limited t/a FundingMaster (subsequently to be referred to as ‘The Company’) is a company limited by shares registered in the Republic of Ireland. Clients are individuals or organisations who access the services provided by ‘The Company’ by the payment of a fee (subsequently to be referred to as ‘The Clients’).

The Service offered by ‘The Company’ to ‘The Clients’ refers to bringing together a group of individuals and organisations to collaborate on the development of projects and submission of such as applications for funding for a range of funding bodies with a special emphasis on European Union bodies and institutions but potentially other institutions that seek application from third-party bodies for projects for specific purposes (subsequently to be referred to as ‘The Service’). ‘The Clients’ recognise that ‘The Service’ may change and evolve over time and ‘The Company’ will strive to inform ‘The Clients’ of such changes in advance.

‘The Company’ may organise a series of events for ‘The Clients’ (to be subsequently referred to as ‘Events’). ‘Events’ may take the form of general events for all ‘The Clients’ or smaller meetings around specific themes or specific projects. ‘The Company’ may grant access to ‘The Clients’ to ‘Events’ without charge at its discretion. ‘The Clients’ and their representatives attending ‘Events’ will cover their own travel, accommodation and other ‘Out of pocket’ expenses and ‘The Company’ will not be responsible for any such expenses incurred. ‘The Clients’ or their representatives attend ‘Events’ at their own risk and must obey instructions relating to security, health and safety and other related issues by authorised representatives of ‘The Company’ at ‘Events’ subject to the law relevant to the place where any event takes place.

‘The Company’ may charge ‘The Clients’ fees for access to ‘The Service’ (to be subsequently referred to ‘Fees’). ‘Fees’ may be an annual charge for access to ‘The Service’ or specific charges for access to specific services such as joining a partnership to draw up a project for a specific funding application. ‘The Company’ will advise ‘The Clients’ of any ‘Fees’ for ‘The Service’ in advance and it is at the discretion of ‘The Clients’ to choose which parts of ‘The Service’ they choose to access. ‘Fees’ are paid by ‘The Clients’ to ‘The Company’ for access to ‘The Service’ and do not constitute any ownership rights over ‘The Company’.

‘The Company’ is registered in the Republic of Ireland and is subject to the laws of the Republic of Ireland. ‘The Company’ if required to register for Value Added Tax (VAT) in the Republic of Ireland will charge VAT on ‘The Service’ subject to Irish Law and tax regulations.

‘The Service’ is defined as the development of projects and their submission to funding bodies. Funding bodies may make regularly ‘Calls’ for projects to be submitted for assessment by such funding bodies, assessed against the criteria as outlined by the funding body in such Calls. Calls for funding are done by open competition. ‘The Clients’ accept that no guarantee exists as to the success or rejection of a project presented to a funding body and that no liability falls upon ‘The Company’ in the rejection of a project as a funding application. The ‘Company’ reserves the right to resubmit a project which was unsuccessful in one funding Call to the next Call for the same funding body or for another Call for another funding stream, subject to the agreement of the ‘Clients’ involved in the project.

1. *Terms of Service and Termination*

‘The Service’ is made available to ‘The Clients’ by the payment of an annual fee which covers a calendar year. ‘The Company’ may make a reduced Annual Fee for new clients joining after the month of July in any calendar year at its discretion. Only ‘The Clients’ who have paid the Annual Fee in the current calendar year are entitled to access ‘The Service’.

Either party may terminate the contract between them by providing notice in writing of at least 30 days to the other. ‘The Clients’ accept that the Annual Fee once paid is not refundable.

1. *Effects of Termination*

Once the 30-day notice of termination has expired the contract between the parties shall no longer exist. The relevant former client will no longer have right to access to:

1. Information on meetings or ‘Events’ run by ‘The Company’.
2. Information on new projects in development by ‘The Company’.
3. Participate in any projects developed by ‘The Company’ from the date of termination of the contract.

Former clients who have paid the Annual Fee in the current calendar year and have paid Project Fees related to projects currently in development will maintain their involvement in such projects to the completion of such application processes.

1. *Confidentiality*

All parties accept that information on projects in development are confidential as they are part of an open competition and that only information that all partners agree to disclose may be shared with third parties.

1. *Your information*

‘The Company’ accepts that ‘The Clients’ information and data is confidential and will do all reasonably within its power to protect your data. ‘The Company’ shall do all that is reasonable to comply with the General Data Protection Regulations (GDPR) and all reasonably within their power to maintain systems that are GDPR compliant.

1. *Disputes and Resolution*

Nothing in these Terms and Conditions shall affect the legal rights of ‘The Clients’ under law. ‘The Company’ shall endeavour to resolve all disputes in a fair and equitable manner. Where initial complaints cannot be resolved by discussion between the parties, ‘The Company’ will offer the relevant clients the opportunity to engage in third-party mediation to resolve the dispute in question. ‘The Company’ will offer the relevant client an independent third-party mediator to adjudicate the dispute whom must be agreed by both parties. Both parties agree to accept the adjudication of the mediator subject to their legal rights not being infringed.

1. ***Non-solicitation***

Each of the Client and the Company agrees that for the period of the Agreement and until expiry of twelve months after termination of the Agreement it shall not without the prior written agreement of the other party knowingly employ or engage on any basis or offer employment or engagement to any staff of the other party who have been associated with the provision of the Services to the Client.

1. ***Liability***

Neither party excludes or limits liability to the other party for:
22.1 death or personal injury caused by its negligence or that of its subcontractors or agents;
22.2 fraud; or
22.3 breach of the implied terms as to title as set out in the relevant sections of the Sale of Goods and Supply of Services legislation.

***Limitation of liability***

Subject always to the above clause, the entire aggregate liability of the Company under or in connection with the Agreement, whether for tort (including negligence) misrepresentation, breach of contract, breach of common law or otherwise, shall not exceed one hundred per-cent (100%) of the fees paid to the Company by the Client in any twelve month period prior to the relevant claim arising.

1. *Subcontractors*

The Company shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Service, provided that the Company shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Company. If requested by the Client, the Company shall identify these Subcontractors, specifying in each case their specific expertise.

1. ***Insurance***

The Company shall effect and maintain adequate insurance cover at its own cost with a reputable insurance company to cover the liability accepted by it under the terms of the Agreement and shall, at the Client’s reasonable request, produce reasonable evidence of the insurance policy.

1. ***Force majeure***

Neither party shall be liable for any delay or failure to perform its obligations under the Agreement where such delay or failure is due to circumstances beyond its control (“Force Majeure Event”) provided that as soon as reasonably possible after the start of the Force Majeure Event, the affected party notifies the other party of the Force Majeure Event, the date on which it started, its anticipated duration and the anticipated effect of the Force Majeure Event on the affected party’s ability to perform its obligations.