

# EatScotland Schedule of Conditions

EatScotland is a VisitScotland Food Quality Assurance Scheme



## Definitions

1 In this Schedule of Conditions (the "Schedule") the following words will have the following meanings:-

"Applicant" – means any person (whether an individual, partnership, trust, company, or other corporate body) that wishes to apply for participation of any establishment in the Scheme.

"Application" - means an application for participation in the Scheme by an Applicant.

"Assessment" - means the assessment of an Establishment, carried out by the VisitScotland in accordance with the Scheme Criteria, and "Assess" shall be construed accordingly.

"Establishment" - means the individual Hotel, Guest House, Bed and Breakfast, Restaurant, Takeaway, Café or any other type of catering establishment to which a Scheme Award has been granted;

"Operator" - means the person (whether an individual, partnership, trust, company or other corporate body) carrying on the business associated with the Establishment;

"Scheme" - means the "EatScotland" food quality assurance scheme, administered by the VisitScotland further details of which are set out in the Scheme Criteria.

"Scheme Award" - means any award given to the Establishment by the VisitScotland, following completion of Assessment against the Scheme Criteria.

"Scheme Fee" - means the non-refundable, annual payment due by the Operator for each Scheme Year.

"Scheme Criteria" - means the criteria for participation in the Scheme as published by VisitScotland.

"Scheme Period" – means the period of an Establishment's participation in the Scheme, from the commencement of the first Scheme Year and for each Scheme Year thereafter until (i) the Operator voluntarily withdraws from participation in the Scheme, or (ii) a Scheme Award is withdrawn in accordance with the terms of the Schedule.

"Scheme Year" - means the period of one year from the date of VisitScotland's receipt of payment

"VisitScotland" – is the trading name of the Scottish Tourist Board.

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## Applications

2. To participate in the Scheme an Applicant must complete and submit an Application to VisitScotland in the format specified together with the appropriate fee.

## Assessments

3. If the Operator wishes to apply for more than one Establishment to participate in the Scheme, each Establishment must be identified separately within the Application and the Operator must pay the appropriate Scheme Fee for each Establishment. Where an Operator is granted a Scheme Award in relation to more than one Establishment, the Operator must comply with this Schedule and the Scheme Criteria in relation to each Establishment.
4. Within a reasonable period after receiving an Application, and at least once in each subsequent Scheme Year, VisitScotland will carry out an Assessment. The Operator or Applicant (as appropriate) will receive a written report of such Assessment. VisitScotland reserves the right to refuse to grant or withdraw a Scheme Award where any establishment fails to meet the Scheme Criteria. If the Applicant or Operator (as appropriate) is not satisfied with VisitScotland's decision in relation to the Scheme Award (including but not limited to the class of any such award), it may exercise the rights of review and appeal set out in Conditions 10 and 11 below.

## Awards

5. A Scheme Award is subject to the terms and conditions of the Scheme Criteria and the Operator shall comply with them in full in the operation of the Establishment throughout the Scheme Period.

## Promotional Materials

6. The Operator shall be entitled to display (i) the appropriate certificate; (ii) any other promotional material provided by VisitScotland in respect of a Scheme Award and (iii) any promotional items obtained at additional expense from VisitScotland or VisitScotland's designated supplier(s) (the "Promotional Materials") in relation to the relevant Establishment for the duration of the relevant Scheme Year and subject to the other conditions of this Schedule. The Establishment will also be listed on the "EatScotland" website [www.eatScotland.com](http://www.eatScotland.com) as soon as practicable after a Scheme Award is granted and for the remainder of the Scheme Period.
7. The Operator shall be bound at the end of the Scheme Period, to remove from the Establishment all Promotional Material. The Operator shall also forthwith delete or cause to be deleted any reference to any Scheme Award, whether then in force or otherwise, which appears anywhere in the Establishment or in any advertising or business material pertaining thereto.

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### Change of Operator

8. A Scheme Award may not be assigned by the Operator by any means whatsoever. Should the identity of the operator of an Establishment change (whether by sale, lease or otherwise) during the Scheme Period, then the new operator will be required to inform VisitScotland of the change and submit a fresh Application.

### Withdrawal of Award

9. At the discretion of VisitScotland, a Scheme Award may be withdrawn with immediate effect in the event that any of the following occur:-
  - a. the Operator ceases to carry on or sells, leases or otherwise disposes of the Establishment or the business associated therewith; or
  - b. the Operator fails to comply with the Schedule and/or the relevant Scheme Criteria for the Establishment; or
  - c. the Operator, or any third party engaged by the Operator in relation to the operation of the Establishment, fails to comply with any legislation or regulations relating to the Establishment and/or its staff; or
  - d. any information given to VisitScotland by or on behalf of the Operator for any purpose is found to be false or misleading, or where it is found that there has been a failure to disclose any material fact which would have had a bearing on a Scheme Award; or
  - e. the Operator displays or allows to be displayed at the Establishment, or refers or allows reference to be made in any form whatsoever, to a Scheme Award differing from the Scheme Award granted to the Operator in relation to that Establishment in respect of the relevant Scheme Year; or
  - f. if VisitScotland reasonably considers that the Operator has caused damage to the interests, reputation and/or standing of VisitScotland and/or any related party; or
  - g. the Operator fails to pay any Scheme Fees on time and/or in full; or
  - h. if VisitScotland have received one or more complaints about the Operator, which, after investigation of such complaint(s), VisitScotland believes to be sufficiently serious; or
  - i. where access to the Establishment for the purposes of carrying out an Assessment has been refused or denied by the proprietor and, in the sole opinion of VisitScotland such refusal or denial of access is being used to frustrate the efforts of VisitScotland to assess the Establishment.

### Effect of Breach

10. The Operator shall indemnify VisitScotland against all claims for compensation (including any expenses arising from or in respect of such claims) arising out of or in connection with any breach by the Operator of the Schedule and/or failure by the Operator to comply with the Scheme Criteria during the Scheme Period.

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### Right to Review and Appeal

11. The Operator and/or Applicant (as appropriate) (the "Appellant") has the right to request a review of any decision taken by VisitScotland in relation to a Scheme Award pursuant to Condition 2 above (a "Review") by lodging a notice of request for review in writing stating appropriate grounds for review within 14 days of being notified of the decision against which the review is being made. VisitScotland will consider the request for review and may, at its discretion, re-Assess the Establishment. The reasonable cost of any re-Assessment will be charged to the Appellant and must be paid by the Appellant in advance of any visit.
12. If the Appellant is not satisfied with the outcome of any Review, the Appellant has the right to appeal the Review decision by lodging a written notice of appeal to EatScotland, VisitScotland, Old Town Jail, St. John Street, Stirling, FK8 1EA within 14 days of receipt of the Review decision. VisitScotland shall conduct the appeal, including, where appropriate, a re-Assessment of the Establishment, and shall inform the Appellant of the outcome of the appeal within 60 days of receipt of notice of appeal. If the Appellant is not satisfied with the Review done by VisitScotland this should be referred to The Head of Quality and Standards for a final decision by the Scheme Overseeing Committee. . VisitScotland reserves the right to charge the costs of appeal to the Appellant should the appeal fail. During the continuance of any appeal VisitScotland's original Scheme Award decision will stand.

### Confidentiality

13. VisitScotland will use reasonable endeavours to keep confidential any information relating to an Operator that is (i) provided to VisitScotland subject to an obligation of confidentiality or that the relevant Operator reasonably requests that VisitScotland keep confidential and/or (ii) VisitScotland reasonably believes to be confidential. However, the Operator acknowledges that any such information may require to be disclosed by VisitScotland in accordance with its obligations under the Freedom of Information (Scotland) Act 2002.
14. VisitScotland may from time to time in its absolute discretion, alter, amend, replace or vary the Scheme Criteria and the Schedule.