

Accommodation Quality Assurance Scheme

## VisitScotland Quality Assurance Scheme

### Schedule of Conditions

Please retain for your records

#### Introduction

In the event of a conflict between these Conditions and the Terms and Conditions for Working with VisitScotland these Conditions shall have precedence.

#### 1. Definitions

**“VisitScotland”** – means an Executive Non Departmental Government Body (including any subsidiaries thereof), established under the Development of Tourism Act 1969 as amended under the Tourist Boards (Scotland) Act 2006, and having its chief office at Ocean Point One, 94 Ocean Drive, Edinburgh, EH6 6JH, United Kingdom.

VisitScotland’s Quality Assurance Schemes (VSQA) are branded under the name of “Scottish Tourist Board”. Hereinafter, referred to as Quality Assurance Scheme(s).

In this Schedule of Conditions the following words will have the meanings ascribed to them:

**“The Operator”** - means the person (whether an individual or individuals, partnership, trust, company or other corporate body) carrying on the business associated with the establishment;

**“The establishment”** - means the Hotel, Guest House, Bed and Breakfast, Hostel, Self-catering accommodation or any other type of accommodation to which an award has been given;

**“The Scheme Year”** - means the period ordinarily from January 1<sup>st</sup> to December 31<sup>st</sup> in any one year.

2. The Schedule of Conditions applies for the period of participation within the Quality Assurance Scheme, from the date of VisitScotland’s receipt of application and payment throughout the Scheme Year, the granting of any award that may be given until such time that the Operator voluntarily withdraws from participation in the Quality Assurance Scheme or the Quality Assurance award given ceases to have effect in accordance with the terms hereof.
3. (a) The Quality Assurance award shall apply to the Operator in respect of the establishment for the period from the date of receipt of the award confirmation letter or e-mail by VisitScotland until the earlier of:
  - (i) the date on which the Operator ceases to participate in the Quality Assurance Scheme; or

- (ii) the Quality Assurance award ceases to have effect in accordance with the terms hereof, which period is hereinafter referred to as “the relevant period”.
  - (b) VisitScotland may, from time to time, during the relevant period, revise the quality assurance award to be applicable to the Operator in respect of the establishment. The said revised quality assurance award shall be the one in force and applicable to the Operator from the date of notification from VisitScotland confirming the said revised Quality Assurance award until the earlier of:
    - (i) the date of receipt by the Operator of a letter from VisitScotland further revising the quality assurance award; or
    - (ii) the occurrence of one of the events referred to on subparagraphs (i) or (ii) of paragraph (3a) of this clause.
  - (c) All references in this Schedule of Conditions to the “Quality Assurance award shall, unless the context requires otherwise, be taken as references to the Quality Assurance award given by VisitScotland to the Operator in respect of the establishment as revised by VisitScotland, from time to time, in accordance with the provisions of this clause.
4. (a) Participation in the Quality Assurance scheme is on an annual basis, and participation will be renewed automatically by VisitScotland unless VisitScotland are notified otherwise by the Operator, or the Operator has not paid the annual fee as prescribed.
- (b) The annual fee is payable in advance, and within 30 days of invoice date. The fee contributes towards the continued use of the Quality Assurance award by the Operator. The fee also covers scheme administration, promotion of the Quality Assurance schemes and awards, data management and an annual or biennial Quality Assurance visit. A quality assurance visit may take place in advance of your receipt of payment of the invoice.
- (c) The annual participation fee is payable regardless of whether or not a quality assurance visit has taken place, and it will be non-refundable under any circumstances after the end of March.
5. The Quality Assurance award may be subject to such terms and conditions as VisitScotland sees fit and, in the event that the Quality Assurance award given to the Operator in respect of the establishment is subject to terms and conditions, the Operator shall comply with them in full in the operation of the establishment.
6. The Operator agrees, as part of the “Taste Our Best” scheme, that VisitScotland may at any time conduct spot checks to verify the provenance of Scottish produce on menus in use by the Operator. Failure to participate in a spot check or failure to verify Scottish sourcing at the required level, as pre-determined by VisitScotland, will result in withdrawal of the “Taste Our Best” award, and removal of the Operator from the

scheme.

7. (a) All serviced bedrooms must be declared and inspected.
- (b) Self-catering Operators must clearly identify graded and non- graded properties in all marketing, and clearly identify star awards for individual properties where appropriate.
8. The Operator shall be entitled to display the appropriate wall plaque and window sticker, and any other promotional material provided by VisitScotland in respect of the Quality Assurance award only for the duration of the relevant period and subject to the other conditions of this Schedule.
9. VisitScotland may, from time to time, or in its absolute discretion, alter, amend, replace or vary the criteria and/or method by which the Quality Assurance award is established, and any reference herein to the "Quality Assurance criteria" shall be taken as being a reference to the said criteria and/or method by which the Quality Assurance award of the establishment is made.
10. The Operator shall be entitled to refer to, or advertise, the Quality Assurance award given only for the duration of the relevant period.
11. The Operator may at his/her own expense obtain from VisitScotland's designated supplier(s) promotional items indicating the Quality Assurance award Any such item may be displayed only for the duration of the relevant period.
12. The Operator shall, for the duration of the relevant period, be bound to maintain the establishment so as to continuously comply with the relevant Quality Assurance criteria.
13. The Quality Assurance award, brown tourist signage, wall plaque, and any promotional items acquired by the Operator may not be assigned by the Operator by any means whatsoever.
14. The Operator shall immediately inform VisitScotland of any proposals to sell, lease or otherwise dispose of the establishment.
15. (a) If the Operator terminates participation of the quality assurance scheme between *1<sup>st</sup> January and 31 March* the annual fee will be refundable **only if a visit has not taken place.**
- (b) If the Operator terminates participation of the quality assurance scheme between *1<sup>st</sup> April and 31st December* the annual fee is payable by the Operator and is non- refundable regardless of whether or not a quality assurance visit has taken place.
16. The Operator shall inform any person to whom (s)he intends to sell, lease or otherwise

dispose of the establishment as aforesaid prior to such sale, lease or disposal, that any Quality Assurance award given by VisitScotland in respect of the establishment shall cease to apply immediately upon the transfer of the establishment by the Operator whether by sale, lease or otherwise to the said person and that if the said person wishes to continue with a Quality Assurance award the said person must make the appropriate application to VisitScotland.

17. Without prejudice to Condition 3 hereof, the Quality Assurance award given will cease to apply with immediate effect in the event that during the relevant period any of the following occur:
  - (i) the operator sells, leases or otherwise disposes of the establishment or the business associated therewith;
  - (ii) the Operator fails to comply with the relevant Quality Assurance scheme criteria for the establishment;
  - (iii) any information, including information available on the [visitscotland.com](http://visitscotland.com) website, given to VisitScotland by or on behalf of the Operator and whether or not in connection with the application for Quality Assurance or during any visit to the establishment, is found to be false or misleading, or where it is found that there has been a failure to disclose any material fact that would have had a bearing on VisitScotland's award; and
  - (iv) 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 Quality Assurance award differing from that which has been awarded by VisitScotland to the Operator in respect of the relevant period.
18. The Operator shall be bound at the end of the relevant period or on the earlier cessation of the Quality Assurance award given in terms of any of the conditions of this Schedule, forthwith to remove from the establishment all promotional material pertaining to the Quality Assurance award provided by VisitScotland and any other advertisement pertaining thereto including brown tourist signage and any promotional items acquired by the Operator. The Operator shall also forthwith delete or cause to be deleted any reference to any Quality Assurance award whether then in force or otherwise, which appears anywhere in the establishment or in any advertising or business material pertaining thereto.
19. 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 the failure by the Operator to maintain the establishment in accordance with the Quality Assurance criteria upon which the award to the Operator was based during the relevant period.
20. VisitScotland reserves the right to withdraw any Operator from the Scheme for which

it has received three or more written complaints within one Scheme Year/12 month period; or where the business has failed to achieve an award; or where access to the establishment by VisitScotland for the purposes of the quality assurance visit has been refused or denied by the Operator on more than two occasions and, in the sole opinion of VisitScotland, such refusal or denial of access is being used to frustrate the efforts of VisitScotland to grade the establishment; or there has been a breach by the Operator of any of these conditions; or the Operator fails to pay the annual fee within the specified period of the award.

Visitor Attraction Quality Assurance Scheme

## VisitScotland Quality Assurance Scheme

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#### Introduction

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#### 1. Definitions

**“VisitScotland “** – means an Executive Non Departmental Government Body (including any subsidiaries thereof), established under the Development of Tourism Act 1969 as amended under the Tourist Boards (Scotland) Act 2006, and having its chief office at Ocean Point One, 94 Ocean Drive, Edinburgh, EH6 6JH, United Kingdom.

VisitScotland’s Quality Assurance Schemes are branded under the name of “Scottish Tourist Board”. Hereinafter, referred to as Quality Assurance Scheme(s).

In this Schedule of Conditions the following words will have the meanings ascribed to them:

**“The Operator “**- means the person (whether an individual or individuals, partnership, trust, company or other corporate body) carrying on the business associated with the visitor attraction;

**“The attraction”** - means the visitor attraction to which an award has been given. In the event that the Operator has more than one attraction, the Operator must make separate applications for entry into the Quality Assurance Scheme for each “attraction”;

**“The Scheme Year”** - means the period ordinarily from January 1<sup>st</sup> to December 31<sup>st</sup> in any one year.

2. The Schedule of Conditions applies for the period of participation within the Quality Assurance Scheme, from the date of VisitScotland’s receipt of application and payment throughout the Scheme Year, the granting of any award that may be given until such time that the Operator voluntarily withdraws from participation in the Quality Assurance Scheme, or the Quality Assurance award given ceases to have effect in accordance with the terms hereof.

3.
  - a. The Quality Assurance award shall apply to the Operator, in respect of the Operator's nominated attraction(s), for the period from the date of receipt of the award confirmation by VisitScotland until the earlier of:
    - i. the date on which the Operator ceases to participate in the Quality Assurance Scheme; or
    - ii. the Quality Assurance award ceases to have effect in accordance with the terms hereof, which period is hereinafter referred to as "the relevant period".
  - b. VisitScotland may, from time to time, during the relevant period, revise the Quality Assurance award to be applicable to the Operator in respect of the attraction. The said revised Quality Assurance award shall be the one in force and applicable to the Operator from the date of notification from VisitScotland confirming the said revised Quality Assurance award until the earlier of:
    - i. the date of receipt by the Operator of a letter from VisitScotland further revising the Quality Assurance award ; or
    - ii. the occurrence of one of the events referred to in sub-paragraphs (i) or (ii) of paragraph (3a) of this clause.
  - c. All references in this Schedule of Conditions to the "Quality Assurance award" shall, unless the context requires otherwise, be taken as references to the Quality Assurance award given by VisitScotland to the Operator in respect of the Operator's nominated attraction as revised by VisitScotland, from time to time, in accordance with the provisions of this clause.
4.
  - a. Participation in the Quality Assurance Scheme is on an annual basis, and participation will be renewed automatically by VisitScotland unless VisitScotland is notified otherwise by the Operator.
  - b. The annual fee is payable in advance, and within 30 days of invoice date. The fee contributes towards the continued use of the Quality Assurance award by the Operator. The fee also covers scheme administration, promotion of the Quality Assurance schemes and awards, data management and an annual or biennial Quality Assurance visit. A quality assurance visit may take place in advance of your receipt of payment of the invoice.
  - c. The annual participation fee is payable regardless of whether or not a quality assurance visit has taken place, and it will be non-refundable under any circumstances after the end of March.
5. The Quality Assurance award may be subject to such terms and conditions as VisitScotland sees fit and, in the event that the Quality Assurance award given to the Operator in respect

of the attraction is subject to such terms and conditions, the Operator shall comply with them in full in the operation of the attraction.

6. The Operator agrees, as part of the "Taste Our Best" scheme, that VisitScotland may at any time conduct spot checks to verify the provenance of Scottish produce on menus in use by the Operator. Failure to participate in a spot check or failure to verify Scottish sourcing at the required level, as pre-determined by VisitScotland, will result in withdrawal of the "Taste Our Best" award, and removal of the Operator from the scheme.
7. The Operator shall be entitled to display the appropriate wall plaque and window sticker, and any other promotional material provided by VisitScotland in respect of the Quality Assurance award only for the duration of the relevant period and subject to the other conditions of this Schedule.
8. VisitScotland may, from time to time, in its absolute discretion, alter, amend, replace or vary the criteria and/or method by which the Quality Assurance award is established, and any reference herein to the "Quality Assurance criteria" shall be taken as being a reference to the said criteria and/or method by which the Quality Assurance award of the attraction is made.
9. The Operator shall be entitled to refer to, or advertise, the Quality Assurance award given only for the duration of the relevant period.
10. The Operator may at his/her own expense obtain from VisitScotland's designated supplier(s) promotional items indicating the Quality Assurance award. Any such item may be displayed only for the duration of the relevant period.
11. The Operator shall, for the duration of the relevant period, be bound to maintain the attraction so as to continuously comply with the relevant Quality Assurance criteria.
12. The Quality Assurance award, brown tourist signage, wall plaque, and any promotional items acquired by the Operator may not be assigned by the Operator by any means whatsoever.
13. The Operator shall immediately inform VisitScotland of any proposals to sell, lease or otherwise dispose of the attraction.
14.
  - a. If the Operator terminates participation of the quality assurance scheme between 1st January and 31 March the annual fee will be refundable only if a visit has not taken place.
  - b. If the Operator terminates participation of the quality assurance scheme between 1st April and 31st December the annual fee is payable by the Operator and is non-refundable regardless of whether or not a quality assurance visit has taken place.

15. The Operator shall inform any person to whom (s)he intends to sell, lease or otherwise dispose of the attraction as aforesaid prior to such sale, lease or disposal, that any Quality Assurance award given by VisitScotland in respect of the attraction shall cease to apply immediately upon the transfer of the attraction by the Operator whether by sale, lease or otherwise to the said person and that if the said person wishes to receive a Quality Assurance award the said person must make the appropriate application to VisitScotland.
16. Without prejudice to Condition 3 hereof, the Quality Assurance award given will cease to apply with immediate effect in the event that during the relevant period any of the following occur:
  - i. the Operator sells, leases or otherwise disposes of the attraction or the business associated therewith;
  - ii. the Operator fails to comply with the relevant Quality Assurance scheme criteria for the attraction;
  - iii. any information, including information available on the [visitscotland.com](http://visitscotland.com) website, given to VisitScotland by or on behalf of the Operator and whether or not in connection with the application for joining the Quality Assurance Scheme or during any visit to the attraction, is found to be false or misleading, or where it is found that there has been a failure to disclose any material fact that would have had a bearing on VisitScotland's award; and/or
  - iv. the Operator displays or allows to be displayed at the attraction, or refers or allows reference to be made in any form whatsoever, to a Quality Assurance award differing from that which has been awarded by VisitScotland to the Operator in respect of the relevant period.
17. The Operator shall be bound at the end of the relevant period or on the earlier cessation of the Quality Assurance award given in terms of any of the conditions of this Schedule, forthwith to remove from the attraction all promotional material pertaining to the Quality Assurance award provided by VisitScotland and any other advertisement pertaining thereto including brown tourist signage and any promotional items acquired by the Operator. The Operator shall also forthwith delete or cause to be deleted any reference to any Quality Assurance award whether then in force or otherwise, which appears anywhere in the attraction or in any advertising or business material pertaining thereto.
18. 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 the failure by the Operator to maintain the attraction in accordance with the Quality Assurance criteria upon which the award to the Operator was based during the relevant period.
19. VisitScotland reserves the right to withdraw any Operator from the Quality Assurance Scheme for which it has received three or more written complaints within one Scheme Year/12 month period; or where the business has failed to achieve an award; or where access to the attraction by VisitScotland for the purposes of the quality assurance visit has been refused or denied by the Operator on more than two occasions and, in the sole opinion of VisitScotland, such refusal or denial of access is being used to frustrate the

efforts of VisitScotland to grade the attraction or there has been a breach by the Operator of any of these conditions; or the Operator fails to pay the annual fee within the specified period of the award.

20. The Operator shall ensure that the VisitScotland Code of Practice for Visitor Attractions, as set out below, is followed at all times.

# Our Promise to you

## VISITSCOTLAND CODE OF PRACTICE FOR VISITOR ATTRACTIONS

### **The Owners and Management of all participating businesses will undertake:**

1. To display this Code of Practice to comply with the following provisions of the code.
2. To describe accurately to all visitors the amenities, facilities and services provided in any advertisement, brochure or any other means, and to indicate any requirements for pre booking and significant restrictions on entry.
3. To display clearly at public entry points any charges for entry (including service charges and taxes where applicable) and whether there are any additional charges for individual attractions or special exhibitions, and hours of operation (opening and closing).
4. To manage and, where appropriate, staff the Attraction in such a way as to maintain a high standard of customer care, cleanliness, courtesy and maintenance to ensure visitor safety, comfort and service.
5. To ensure that all staff who meet visitors can provide information and guidance about the Attraction, and are readily distinguishable as staff whether employees or volunteers.
6. To provide as appropriate to the nature, scale and location of the Attraction adequate toilet facilities, coach, car, motorcycle and bicycle parking and catering arrangements.
7. To welcome all visitors courteously and without discrimination in relation to gender, sexual orientation, disability, race, religion or belief. To respect the requirements of the Equality Act 2010 by making 'reasonable' adjustments to improve service for disabled people.
8. To deal promptly and courteously with all enquiries, requests, reservations, correspondence and complaints from visitors.
9. To hold current public liability insurance or comparable arrangement including cover for any activities provided and to comply with all applicable planning, transportation, health, fire, safety and other statutory arrangements.
10. To adhere to a relevant environmental Code of Conduct where an outdoor/wildlife element is offered as whole or part of their experience. This must be clearly displayed for visitor reference and may be included in promotional literature.
11. To manage and operate the attraction in a sustainable way and to adhere to the Scottish Outdoor Access Code and Scottish Marine Wildlife Watching Code where applicable.
12. To comply with the Package Travel Directive where relevant
13. Please note, participation in the VisitScotland Green Tourism Business Scheme and membership of relevant trade associations, whilst not obligatory, are encouraged e.g. Wild Scotland, The Association of Scottish Visitor Attractions

# **CODE OF PRACTICE FOR VISITOR ATTRACTIONS ( continued)**

## **APPLICABLE TO ACTIVITY PROVIDERS ONLY**

**Activity Providers who hold an AALS Licence should proceed to item 9.**

**Activity Providers who do not offer activities which come within the scope of licensing regulations and do not hold an AALS Licence will abide by the following:**

1. In offering the above activities we deploy leaders/instructors whose competence has been determined by either:
  - a. Holding the relevant National Governing Body Awards (NGB) or
  - b. Ratification by a competent expert/technical advisor

(All instructors/leaders will be deployed within the remit of their award or competency. Evidence of competence in the form of NGB certification or statements of competence shall be supplied on request.)

2. When an activity provider buys in services or facilities from another establishment or individual, all such sub-contracted providers will comply with this Code of Practice.
3. Providers will have regard to the potential psychological as well as the physical effects upon participants in adventure activity programmes. Providers will take appropriate measures to safeguard clients emotional as well as their physical welfare.
4. Providers will maintain evidence of assessments of risk and standard operating guidelines for each activity offered. These procedures will define the qualifications, competencies and the normal operating ratios required of staff assuming different levels of responsibility within the programme. These will be readily available to any member of the public for inspection.
5. Management will ensure that sufficient equipment is used in all activities and that it is appropriate and fit for the purpose intended. Where applicable, equipment must meet the appropriate approved safety standards and a record of routine checks maintained.
6. An accident, incident and near miss log book or appropriate recording system will be maintained. These must specify the detail of occurrences and any measures taken to avoid recurrences.
7. Certify that we/I have and operate a Health and Safety policy which will be exhibited on request.
8. We/I operate a child protection policy which will be exhibited on request.
9. Activity Providers who hold an AALS Licence confirm that:
  - a. We/I offer activities to unaccompanied under 18s for which we have an Adventure Activities Licensing Scheme Licence.
  - b. We/I offer activities that are subcontracted to other parties who hold an Adventure Activities Licensing Scheme Licence.

**You will be asked to provide your licence number/s and sign a declaration at the time of your quality assurance visit to confirm this.**