



Taste Our Best Scheme - Schedule of Conditions

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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 food and drink scheme is branded under the name “Taste our Best”. Hereinafter, referred to as the Taste Our Best Scheme.

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 catering establishment to which a Taste Our Best award has been given;

“The Scheme Year” - means the period ordinarily from January 1st to December 31st in any one year;

2. The Schedule of Conditions applies for the period of participation within the Taste Our Best 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 Taste Our Best Scheme or the Taste Our Best award given ceases to have effect in accordance with the terms hereof.
3. (a) The Taste Our Best 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 Taste Our Best; or
 - (ii) the Taste Our Best 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 Taste Our Best award to be applicable to the Operator in respect of the establishment. The said revised Taste Our Best award shall be the one in force and applicable to the Operator from the date of notification from VisitScotland confirming the said revised Taste Our Best award until the earlier of:

- (i) the date of receipt by the Operator of a letter from VisitScotland further revising the Taste Our Best award; or
 - (ii) the occurrence of one of the events referred to on sub-paragraphs (i) or (ii) of paragraph (3a) of this clause.
 - (c) All references in this Schedule of Conditions to the “Taste Our Best award shall, unless the context requires otherwise, be taken as references to the Taste Our Best award given by VisitScotland to the Operator.
4. (a) Participation in the Taste Our Best 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 Taste Our Best award by the Operator. The fee also covers scheme administration, promotion of the Taste Our Best scheme and award, data management and an annual visit. A Taste Our Best 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 Taste Our Best award may be subject to such terms and conditions as VisitScotland sees fit and, in the event that the Taste Our Best 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. The Operator shall be entitled to display the window sticker, and any other promotional material provided by VisitScotland in respect of the Taste Our Best 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, or in its absolute discretion, alter, amend, replace or vary the criteria and/or method by which the Taste Our Best award is established, and any reference herein to the “Taste Our Best criteria” shall be taken as being a reference to the said criteria and/or method by which the Taste Our Best assessment of the establishment is made.
9. The Operator shall be entitled to refer to, or advertise, the Taste Our Best award given only for the duration of the relevant period.

10. The Operator shall, for the duration of the relevant period, be bound to maintain the establishment so as to continuously comply with the Taste Our Best criteria.
11. The Taste Our Best award, brown tourist signage, and any promotional items acquired by the Operator may not be assigned by the Operator by any means whatsoever.
12. The Operator shall immediately inform VisitScotland of any proposals to sell, lease or otherwise dispose of the establishment.
13. (a) If the Operator terminates participation of the Taste Our best 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 Taste Our Best 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.
14. 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 Taste Our Best 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 Taste Our Best award the said person must make the appropriate application to VisitScotland.
15. Without prejudice to Condition 3 hereof, the Taste Our Best 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 Taste Our Best scheme criteria for the establishment;
 - (iii) any information, including information available on the visitscotland.com website, given to VisitScotland by or on behalf of the Operator and whether or not in connection with the application for Taste Our Best 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 Taste Our Best award differing from that which has been awarded by VisitScotland to the Operator in respect of the relevant period.
16. The Operator shall be bound at the end of the relevant period or on the earlier cessation of the Taste Our Best award given in terms of any of the conditions of this Schedule, forthwith to remove from the establishment all promotional material pertaining to the Taste Our Best 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 the Taste Our Best award whether then in force or otherwise, which appears anywhere in the establishment or in any advertising or business material pertaining thereto.

17. 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 Taste Our Best criteria upon which the award to the Operator was based during the relevant period.
18. 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.