

AIR DISCOUNT SCHEME

MEMBERSHIP TERMS AND CONDITIONS

1. General Information

1.1 The Air Discount Scheme (ADS) is a mechanism designed to deliver lower air fares for the residents of Scotland's remotest communities whose main residence is in an eligible area. The scheme is also open to students that are studying away from home out with the eligible area, but whose main residence is in the eligible area, see 3.1. The following are defined eligible areas:

Western Isles, Orkney Isles, Shetland Isles, Colonsay, Islay and Jura, Caithness and North West Sutherland.

1.2 In order to apply for an ADS card you need to provide, along with an original completed application form, proof of residence confirming that the address you are applying for is your main/permanent residence. Proof of residence: two official documents from different sources that clearly show that they have been sent to you with your full name and address and dated within 6 months. The documents can be photocopies as they are non-returnable and will be confidentially destroyed. We do not accept hand written documents or documents from third parties where the only purpose of the document is to state residency. Please note for an applicant that is 16 years old, we only require one proof of residence.

1.3 The Scheme provides Members with a 50% discount on their core air fare on ADS related routes.

1.4 An ADS related route means a route between 2 airports in the eligible areas or from the eligible areas to any airport within the European Economic Area (EEA) – currently Aberdeen, Edinburgh, Glasgow, Bergen, Inverness and Manchester. Those services covered by Public Service Obligations (PSOs) and NHS funded trips are not eligible for the ADS discount.

1.5 The Scottish Government reserves the right to terminate or vary this agreement at any time without notice. The termination or variation will have immediate effect, irrespective of the proposed date of travel.

2. The Discount

2.1 Any member can be eligible for a discounted fare on an ADS related route subject to the applicable terms and conditions of the relevant participating airline.

2.2 The Scottish Government accepts no responsibility for the contract between Members and the participating airline.

3. Conditions

3.1 Only those whose permanent/main residence is within the eligible areas (including students studying away from home) can apply to the ADS Administration Team to become an ADS Member and be entitled to discounted fares. Students that are studying away from their permanent/main residence in an ineligible area need to provide a copy of their student card along with their proof of residence and inform us the expected length of their studies. This scheme is not for students studying in an eligible area but whose permanent/main residence is not in an eligible area.

3.2 The ADS permits persons under the age of 16 to be included in one or more cards of Members who have, on their application, declared themselves the legal guardian, parent or carer of those persons under 16 years of age.

4. Changes

- 4.1 Any changes to the Member's personal details, including, change of address, change of name, addition or removal of dependents, should be notified at once to the ADS Administration Team at: Air Discount Scheme, PO Box 5715, Inverness, IV1 9AS, on Freephone 0800 032 2890 or at info@AirDiscountScheme.com. Failure to inform the ADS Administration Team could result in your card being cancelled, due to incorrect information being held and the card becoming invalid.

5. Payments

- 5.1 The ADS discount is applied to the core fare charged by participating airlines on an eligible route. Taxes, fees, charges and surcharges are not eligible for the ADS discount.
- 5.2 Discounted fares under the ADS are provided to Members by participating airlines at the time of booking. The ADS Admin Team is responsible for administrating and validating the card only and not for airline bookings.

6. Compliance and Misuse

- 6.1 Members should book ADS travel only for themselves or for any dependents included in their card. Members should not book ADS travel for non-members or allow their card to be used for this purpose. This will be considered card misuse.
- 6.2 Card misuse will be treated as a material breach of these Terms and Conditions and may lead to exclusion from the Scheme. The Scottish Government will seek to recover from the relevant Member, any discount received to which there was not an entitlement due to misuse of the card. Should a Member be unwilling or unable to follow these Terms and Conditions, they should refrain from making bookings under the scheme and return their membership card to the address provided in clause 4.1.
- 6.3 As a scheme designed to facilitate a better level of social inclusion for individual scheme members, the ADS is not intended to extend to business-related travel. The Scottish Government has confirmed that business related travel will not be reimbursed under the scheme. Business related claims are considered any journey where there is a business component, regardless of whether there is also a leisure-related component.
- 6.4 Members are not eligible for a discount if they are travelling on Public Service Obligation (PSO) flights or NHS funded trips.
- 6.5 Group bookings – Members can only book as part of a group if their fare has not been funded or part funded by a third party.

7. Privacy Notice

- 7.1 Transport Scotland is the organisation responsible for operating the Air Discount Scheme (ADS) and holds the information submitted by you when applying to join the scheme.

Collection and use of personal information

- 7.2 The personal information we collect is used to facilitate the operation of the ADS and to ensure that only those people who are eligible for a discount receive it. We will not use your personal information for any other purpose.

Sharing your personal information

- 7.3 We give airlines and travel agents affiliated to the scheme limited access to your personal information in order to facilitate the operation of the scheme. When you book a

flight under the scheme the airline or travel agent checks our members' database to ensure that you are an active member of the scheme and so entitled to a discount.

- 7.4** The members' database itself is hosted by our IT services supplier who also assists us in auditing airlines' reimbursement claims.
- 7.5** The ADS is administered on Transport Scotland's behalf by Highlands and Islands Airports Limited (HIAL). The ADS Admin Team work for HIAL and have access to your personal information in order to facilitate the operation and audit of the scheme.
- 7.6** We will not share your information with anyone who doesn't need it to facilitate the operation and audit of the scheme.

Keeping your personal information secure

- 7.7** The member's database is hosted in a datacentre which provides high levels of physical and online security to prevent unauthorised access to your personal data. The system is tested on a regular basis to ensure that it remains secure.
- 7.8** Personal information that we hold in hard copy is stored within a secure building.

How long we will keep your information

- 7.9** We will retain your information for as long as you are a member of the ADS.
- 7.10** If your membership of the ADS is revoked due to your misuse of the scheme we will retain your information for five years from the date that your membership is revoked in order to ensure the integrity of the scheme.
- 7.11** You may request that we delete your information at any time if you no longer wish to be a member of the scheme. We will delete your information within 21 calendar days of your request unless your membership has been revoked due to your misuse of the scheme.

Your rights

- 7.12** You can contact us to request access to the information we hold about you or to ask that we correct any inaccurate or out of date information that we hold about you.
- 7.13** If you wish to raise a complaint about how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter.
- 7.14** Our Data Protection Officer is:

Lorna Clark
Data Protection Officer
Transport Scotland
Buchanan House
58 Port Dundas Road
Glasgow
G4 0HF

Email: DPA@transport.gov.scot
Telephone: 0141 242 5642

- 7.15** If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office (ICO).