



Terms and Conditions for Participation as a Discounts Provider

1 Basis of Contract

1.1 These terms and conditions ("Terms") set out the terms on which Young Scot ("We" "Us" or "Our") agrees to contract with the Discount Provider to participate in the Discounts Scheme.

2 Definitions and interpretation

2.1 The following words shall have the following meanings:

"Card" means the Young Scot card issued to young people by Young Scot and any other card issued by a member of the European Youth Card Association;

"Cardholder" means a holder of a Young Scot Card;

"Contract Details" means the contract details to which these Terms are attached;

"Discounts" means the discounts offered by Young Scot Discount Providers to Cardholders, including the discounts offered by the Discount Provider as identified in the Contract Details;

"Discount Provider" means the Young Scot Discount Provider identified as such in the Contract Details;

"Discount Provider's Marks" means any logo, brand or trade mark used by the Discount Provider from time to time;

"Discount Scheme" means the discounts scheme for Cardholders administered by Us;

"Insolvency Event" means in respect of the Discount Provider, that such entity has ceased to trade or any steps have been taken to have an administrative receiver, administrator, receiver or manager appointed over the whole or any material part of its assets or undertaking or the Discount Provider has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation) or compounded with its creditors generally or has been otherwise unable to meet its debts as they fall due;

"Intellectual Property Rights" or "IPRs" means the following types of property and/or rights: (i) patents; (ii) registered trade marks, including the Discount Marks and Young Scot Marks; (iii) registered design rights; (iv) applications for, and rights to apply for the property/rights listed in items (i) to (iii) (inclusive) above; (v) copyrights; (vi) database rights; (vii) unregistered design rights; (viii) any rights of action in relation to confidential information; (ix) any rights of action in relation to trade names, trading styles, product



packaging and/or domain names; and (x) any other industrial or intellectual property right;

"Young Scot Discount Providers" means the discount providers who participate in the Discounts Scheme, including the Discount Provider; and

"Young Scot Marks" means "Young Scot", the registered trade marks UK0002309539A and UK00022309539B, and any associated brand and get-up or used by Young Scot from time to time.

2.2 Unless the context requires a different interpretation, or this Agreement expressly provides otherwise, the following rules will be used to interpret this Agreement:

2.2.1 The words defined in the Definitions shall have the meanings set out therein unless the context otherwise requires.

2.2.2 Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

2.2.3 Words and expressions in the singular shall include the plural and vice versa; words importing any gender shall include every gender and references to a "Person" shall include bodies corporate, unincorporated associations, partnerships, trusts, individuals and any combinations of any one or more of the foregoing.

2.2.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

3 Provision of Discounts

3.1 The Discount Provider shall provide any Cardholder presenting a valid Card with the Discounts.

3.2 All Discounts (including any changes to Discounts or any restrictions on eligibility) must be approved by Us before Discounts can be provided as part of the Discounts Scheme.

3.3 The Discount Provider shall perform its obligations under these Terms promptly, in good faith and to the best of its ability, and in accordance with Our reasonable directions.

3.4 Discount Providers will use reasonable efforts to train staff to recognise the valid Cards and provide the Discount to Cardholders.

3.5 Discount Providers will promptly investigate and use all reasonable efforts to rectify situations where Young Scot or the Discount Provider is made aware of a refusal by staff to provide the Discount to Cardholders.



3.6 The Discount Provider:

3.6.1 shall not impose any additional fee, charges, conditions or restrictions that contradict this Agreement nor the general terms and conditions from time to time applicable for use of the Card;

3.6.2 shall not act in any way which could harm or bring Our reputation in to disrepute;

3.6.3 acknowledges that We are not responsible for any misuse of a Card by a Cardholder or any other person; and

3.6.4 acknowledges that the provision of the Discount shall be the sole responsibility of the Discount Provider and that it is the Discount Provider's responsibility to ensure that Cardholders receive the correct Discount.

3.7 This Agreement does not prevent Us from entering into similar arrangements with providers of identical or similar goods or services to those provided by the Discount Provider.

4 Payment and Tax

4.1 The Discount Provider acknowledges that the Discount is provided by the Discount Provider directly to the Cardholder. No sums are due or payable by Us in relation to the provision of Discounts. Accordingly, the Discount Provider shall be solely responsible for an tax (including any value added tax) applicable to the provision of the Discount.

5 Promotion

5.1 We shall use all reasonable endeavours to acknowledge or promote the Discount provided by the Discount Provider on Our website and, at our discretion, other promotional material that we may issue from time to time.

5.2 The Discount Provider shall obtain our prior approval to any marketing or promotion of its participation in the Discount Scheme that utilises the Young Scot Marks.

6 Data protection

6.1 It is not anticipated that the parties will share any personal data relating to Cardholders. If and to the extent that the parties do intend to share such personal data, the parties shall first agree the terms upon which such personal data shall be shared.

7 Compliance with law



7.1 The Discount Provider shall comply with all relevant laws and regulations from time to time in force, including compliance with the Protecting Vulnerable Groups scheme, and applicable health and safety regulations.

8 Intellectual Property Rights

8.1 The IPRs in the Young Scot Marks and any materials created by Us from time to time and the goodwill associated with such are and shall (as between the parties) remain Our exclusive property and the Discount Provider hereby acknowledged and agrees that it shall not acquire any right, title or interest in or to such IPRs.

8.2 We hereby grant the Discount Provider a royalty free, non-exclusive licence for the term of this Agreement only to use the Young Scot Marks to promote its participation in the Discount Scheme, provided that the Discount Provider:

8.2.1 ensures that each reference to and use of any of the Young Scot Marks by the Discount Provider is in a manner from time to time approved by Us and accompanied by an acknowledgement, in a form approved by Us, that the IPRs are owned by Us; and

8.2.2 shall not make any modifications to the Young Scot Marks; use them in any way which would cause Us harm or bring Our reputation in to disrepute; alter, remove or tamper with Young Scot Marks; or use any of Young Scot Marks in any way which might prejudice their distinctiveness or validity or Our goodwill.

8.3 The Discount Provider hereby grants to Us a royalty free, non-exclusive licence for the term of this Agreement to use the Discount Provider's Marks to promote the Discounts and Discount Scheme.

9 Term and Termination

9.1 This Agreement will commence on the Commencement Date and subject to this Clause 10, shall continue for the Initial Term and thereafter until either party terminates this Agreement on not less than two months' notice in writing to the other party.

9.2 We may with immediate effect on notice in writing to the Discount Provider suspend the Discount Provider's participation in the Discount Scheme and/or terminate this Agreement if:

9.2.1 the Discount Provider is in material breach of this Agreement, provided that if the breach is capable of remedy We may only terminate this Agreement under this clause 12.4 if the Discount Provider has failed to remedy such breach within 7 days of receipt of notice from Us to do so;

9.2.2 the Discount Provider is in breach of its obligations under Clause 8;



9.2.3 the Discount Provider, by act or omission, has in our reasonable opinion caused or is likely to cause harm or damage to Our reputation; or

9.2.4 the Discount Provider suffers an Insolvency Event.

9.3 Upon the termination of this Agreement or suspension of the Discount Provider's participation in the Discount Scheme, the Discount Provider shall promptly take all reasonable steps to remove any references to Young Scot and the Discount Scheme from its website, premises and marketing materials (whether physical or electronic).

9.4 Where the Discount Provider ceases to be a Young Scot Discount Provider for any reason, Young Scot will have no obligation to remove from circulation any hard copy materials which contain a reference to the Discount Provider, which have already been distributed to Young Scot members or are otherwise in circulation as at the date on which the Discount Provider ceases to be a Young Scot Discount Provider.

10 General

10.1 No person or organisation other than a party to these Terms shall have any rights to enforce any term of this Agreement.

10.2 Nothing in this Agreement is intended, or shall be deemed, to establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

11 Entire Agreement

11.1 Both parties acknowledge that, in entering into this Agreement, neither party has relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.

11.2 This Agreement represent the entire agreement between both the parties and supersede all previous agreements between the parties in respect of their subject matter.

11.3 Nothing in this clause 13 shall limit or exclude any liability for fraud.

12 Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. You irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-



contractual disputes or claims), provided that we may bring a claim any court of competent jurisdiction.