

## Terms and Conditions

### 1. General Information and Definitions

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 (or, if a matriculated student, their home residence) is in one of the following defined eligible areas:

Western Isles, Orkney Isles, Shetland Isles, Islay and Jura, Caithness and North-West Sutherland. (hereinafter called a "Qualifying Person")

The ADS is operated by the Scottish Ministers and administered on their behalf by Highlands & Islands Airports Ltd – (hereafter called "the Administrator").

1.2 ADS tickets are subject to availability and can be purchased through participating airlines and affiliated travel agents.

1.3 The Administrator reserves the right to terminate or vary these terms and conditions at any time without notice. The termination or variation will have immediate effect, irrespective of the proposed date of travel.

1.4 "ADS Route" means a route from an eligible area to another destination within the eligible area or to Aberdeen, Edinburgh, Glasgow, or Inverness airports or such other routes as may be notified or amended from time to time

1.5 "ADS tickets" means a ticket purchased by a Qualifying Person on an ADS Route

1.6 All ticket issuers are required to strictly adhere to the processes of the Scheme as notified by the Scottish Ministers.

### 2. The Discount

2.1 From a date to be specified in May 2006 any qualifying person can buy ADS fares on an ADS Route subject to the applicable terms and conditions of participating airlines.

2.2 ADS tickets cannot be used in conjunction with any other publicly funded travel programme.

2.3 The Scottish Ministers accept no responsibility for the contract between the purchaser of ADS tickets and the supplier.

2.4 The Scottish Ministers accept no liability for ADS tickets which are late in arriving, lost, damaged or misdirected, or any negligence, fault or deliberate acts or omissions on the part of the purchaser, airlines or agents.

2.5 Tickets issued are subject to the restrictions, if any, notified at time of booking by participating airlines. It is the qualifying person's responsibility to read all fare rules carefully.

**2.6** Travel on ADS tickets shall be subject to the relevant airline's Notice and Conditions of Contract as stated on each ticket and the relevant carrier's General Conditions of Carriage for Passengers and Baggage, the fare rules applicable to the ticket purchased and all other relevant ticketing and contractual conditions, which will be notified at time of booking. The relevant carrier's terms and conditions should be examined prior to purchase.

**2.7** ADS fares may be cancelled, modified or upgraded, provided the applicable fare rules permit, subject to the relevant carrier's Conditions.

### **3. Conditions**

**3.1** Only those Qualifying Persons whose main residence is within the eligible areas (set out at Clause 1.1) can apply to the ADS Administrator to become an ADS cardholder and be entitled to purchase ADS tickets.

**3.2** Persons under the age of 16 are not permitted to have an ADS card in their own name.

**3.3** The ADS permits persons under the age of 16 to be included in one or more cards of named Qualifying Persons who have, on application, declared themselves the legal guardian, parent or carer of those persons under 16 years of age.

**3.4** A cardholder may only purchase an ADS ticket for the persons under 16 years of age included on their card.

**3.5** The ADS ticket must be purchased by a Qualifying Person who is an eligible cardholder on behalf of a person who is under the age of 16 at the time of the purchase and who is included on the card. There is no requirement that the cardholder must travel with the person under 16 years of age

**3.6** The above conditions are in addition and subject to current airline and statutory authorities' regulations.

### **4. Changes**

**4.1 Tickets** – Any error relating to the purchase of an ADS ticket should be notified to the relevant sales office or airline prior to travel. Any changes may be subject to the fees and the terms and conditions of the ticket provider or airline, as appropriate.

**4.2 ADS cards** – Any change to personal details should be notified at once to the appointed Administrator of the ADS at: Air Discount Scheme, PO Box 5715, Inverness, IV1 9AS or at: [airdiscountscheme.com](http://airdiscountscheme.com) or Freephone 0800 032 2890.

## **5. Children/Infants**

**5.1** The carriage of unaccompanied minors is subject to the Terms and Conditions of the relevant participating airline.

**5.2** If, subsequent to obtaining an ADS card the Qualifying Person wishes to include a child under the age of 16, then, provided that the requirements of condition 3.3 are complied with, an application for an amendment to the issued ADS card should be submitted to the Administrator.

## **6. Payment**

**6.1** ADS subsidy is applied to the base fare charged by the participating airline on an eligible route. Ticket prices may fluctuate due to changes in taxes, fees, charges and surcharges, applied by the airline which must be paid for in addition to the base fare subject to the relevant carrier's Conditions.

**6.2** All ADS bookings can be paid for by the payment methods permitted by the agent or participating airline at the time of booking.

**6.3** Any agent or carrier must comply with these rules. Any failure to do so could result in the ticket being invalid or the agent or carrier being required to reimburse the difference to the Qualifying Person.

**6.4** If an ADS booking is cancelled and the fare rules allow a refund then the refund less any applicable cancellation charges will be made to the passenger by the ticket issuer subject to the issuer's conditions and only on that portion of the fare paid by the passenger. The full amount of the ADS discount will be returned to the Administrator.

## **7. Abuse**

**7.1** Misuse of the card or ticket by the Qualifying Person and cardholder will be treated as gross misconduct and may lead to the withdrawal of the card and/or exclusion from ADS.

**7.2** The Scheme is only available to individual qualifying cardholders.

**7.3** ADS tickets cannot be priced in conjunction with any package deal. Any travel agent or airline found constructing and selling package deals using ADS tickets will be subject to disciplinary action including being permanently banned from participating in ADS. A "package deal", for the purposes of this clause, means combining a flight with accommodation, car hire or any other ancillary tourist service.