

FERRY CONCESSION Guidance Note for Operators

1. INTRODUCTION

Scottish Ministers have agreed to introduce a scheme of concessions (described in section 3 below) for eligible passengers (see section 4) undertaking an eligible journey (see section 2). The purpose of the concession is to allow Island residents the opportunity to access the bus network throughout Scotland.

The concession will be administered by Transport Scotland, which will compensate a ferry operator participating in the scheme at 100% of the single fare for each eligible passenger undertaking an eligible journey.

2. ELIGIBLE JOURNEYS

The ferry concession is only available on the following routes.

- Lerwick – Kirkwall
- Lerwick – Aberdeen
- Kirkwall – Aberdeen
- Stromness – Scrabster

If you introduce any new routes, withdraw any existing routes or make any amendments that would have an impact on the eligible routes for ferry concessions, you should notify Transport Scotland as soon as possible.

3. THE CONCESSION

The concession is that eligible persons undertaking eligible journeys will be permitted to travel free of charge subject to the conditions set out in this Guidance Note. They will be entitled to two return journeys (or 4 single journeys) to the mainland or between Shetland and Orkney. Subject to the provisions relating to berths set out below, operators will be reimbursed for the foot-passenger rate that would otherwise be payable by a passenger only. Transport Scotland will not pay for any vehicular costs.

The only exception to this is on **overnight services and subsequent sailings** on the following routes

- Lerwick – Aberdeen
- Kirkwall – Aberdeen
- Kirkwall – Lerwick
- Stromness - Scrabster

on which eligible persons undertaking eligible journeys will be permitted to travel in, and operators will be reimbursed for the cost of, a berth. Northlink Ferries will manage the allocation of berths.

A berth will be provided under the following conditions:

- Cabins and Sleeping Pods will only be allocated for overnight use. (*Cost of sleeping pod currently £18).
- In the event of service disruption where a non-overnight sailing is extended the operator will liaise with Transport Scotland on the use of concession vouchers out with the standard terms.
- Single concession holder: - will be able to access at no charge a berth in a same sex cabin, either two or four berth. Cabin allocation would be at the operator's discretion although concession holders would always be offered a lower berth. A single passenger can opt for exclusive use of a standard cabin but would be required to pay the difference in cost.
- A single concession holder can opt for exclusive use of an accessible cabin at no extra cost to the cardholder. The allocation of accessible cabins will be at the operator's discretion subject to availability and where the cardholder has severe mobility issues and unable to use a standard cabin for health reasons. NorthLink Ferries agree to advise Transport Scotland on a monthly basis when this occurs, for monitoring purposes only.
- A single concession holder travelling with non-concession holder:- the value of one shared berth only will be charged to the Scottish Government and any additional costs relating to the non-concession holder's travel such as berths or an exclusive cabin will be met by the non-concession holder.

- Two concessionary travellers travelling together and wishing to share a cabin: - will receive exclusive use of a cabin. Again allocation will be at the discretion of the operator, although primarily they would be offered a twin berth cabin. Therefore where two concession holders are travelling together they will always receive an exclusive use of a cabin if available.
- Similarly two concession card holders travelling in a party can opt to share a four berth cabin. In this instance the operator will charge the concessionary fares unit the value of two berths in a four berth cabin and the other non-concessionary card holders would be charged for their berth.
- Concessionary card holders have the option to upgrade from standard cabins although additional charges would be met by the card holder.

4. ELIGIBLE PASSENGERS

The ferry concession is only for Older and Disabled Island residents in possession of a National Entitlement Card accompanied by a ferry voucher for each section of their return journey.

Each eligible passenger will be given four ferry vouchers. Two vouchers should be redeemed for each return journey.

If the passenger has C+1 on their National Entitlement Card and ferry voucher, they are entitled to have a companion travel with them for free. The companion must be at check in with the passenger and cannot check in before or after. They must travel with the cardholder at all times. You should record the companion fare against the ferry voucher number held by the main passenger. Again this should be recorded on the voucher. The card holder may also travel independently and you should enquire as to whether they have anyone with them so that you can record either one or two journeys accordingly.

Before being allowed to travel the passenger must present to you the valid National Entitlement Card and voucher for the journey.

No discrimination should be made between concessionary travellers and other fare paying passengers. Accordingly, all passengers without reservations should be treated on a first-come-first-served basis.

Where an optional reservation system is used, the same principle applies. Concessionary passengers who have not made a reservation should be carried on a first-come-first-served basis with no discrimination between them and any other passenger without a reservation; and concessionary passengers should also have the option of travelling without a reservation, subject to seats being available.

Operators are reminded that they have an obligation under the Equality Act 2010 and under EU Passenger Rights regulation 1177/2010 when travelling by sea and inland waterway to offer reasonable assistance to disabled people where practicable. We would therefore recommend that staff undertake disability awareness training.

5. INFORMATION TO BE TAKEN FROM PASSENGER BEFORE TRAVELLING

If you operate a booking system, you should take from the traveller their National Entitlement Card number and the number from the voucher they are going to use for the journey. A voucher number must be taken for each single journey.

When the person arrives for the journey they must be in possession of the National Entitlement Card and ferry voucher. If they do not have both the National Entitlement Card and ferry voucher they must not be granted free travel. If they wish to continue with the journey payment must be sought for the journey.

6. VALIDATION OF VOUCHER

The operator must:

- Confirm that the person wishing to travel is the person on the National Entitlement Card and ferry voucher. On the card and ferry voucher is printed a photograph of the cardholder, their name and their national entitlement card number.
- Record the journey being taken by the passenger
- Retain the ferry voucher. The voucher must be returned to Transport Scotland along with the reimbursement claim. Written on the voucher must be the journey taken and the cost of the journey elements to be reimbursed.

Where an eligible passenger's journey has been cancelled, due to no fault of their own, their ferry voucher must be returned to the eligible passenger unless an alternative journey/booking has been made.

7. INFORMATION TO BE PROVIDED BY PARTICIPATING OPERATORS

This section sets out the information which must be supplied by the operator and which will be used to calculate reimbursement payments. Any delay in providing this information, or if the information is inaccurate or not in a suitable format, may result in a delay in making reimbursement payments.

To be reimbursed an operator must provide:

- a table showing the fare for each eligible journey.
- a timetable and a note of any changes to those timetables as and when requested by Transport Scotland
- any changes to the adult single fare for an eligible service on or before the date of the fare revision, and
- reimbursement Information

All information should be provided at intervals of not more than 4 weeks. The timetable for 2019-20 is attached. For each four week period you must provide.

- a) For each fare the number of concessionary journeys made.
- b) To verify this a breakdown of each journey showing entitlement.
Card number, voucher number, journey taken and fare for journey must be supplied.
- c) All vouchers must be returned to Transport Scotland to enable verification of the claim.
- d) Claims should be made within four weeks of the end of the relevant pay period. **Ministers have no liability for claims made 8 weeks beyond the end of the financial year.**

The operator should note that although no fare is being charged Transport Scotland requires the operator to record the journey. Travelling companions of companion cardholders should also be recorded separately.

8. ACCESS TO AN OPERATOR'S VESSELS AND RECORDS

In order to verify the information submitted as set out in the previous section, Transport Scotland will require access, without charge, to an operator's vessels to carry out audits. Consultation will take place with an operator on a suitable pass/identification system.

Access to vessels and records will normally be by prior arrangement with the operator but Transport Scotland reserves right of access without prior notification.

Any person duly authorised by the Scottish Ministers shall, on presentation of valid identification, have a right of access to an operator's records and vessels for unspecified periods, without prior notification and without charge for the purpose of obtaining or verifying any information to be provided.

9. REIMBURSEMENT TO PARTICIPATING OPERATORS

a) BASIS OF REIMBURSEMENT

It has been agreed that 100% of the standard adult single fare for the journey taken will be reimbursed for each eligible journey.

b) PAYMENT OF REIMBURSEMENT

- There shall be 13 payment periods at regular intervals in the financial year. See attached 2019-20 period dates.
- Reimbursement payments shall not be paid until an operator submits to the Scottish Ministers the information required as outlined in section 7 above.

- Where an operator fails to supply the information required, the reimbursement payments due in respect of that and future periods may be withheld, in whole or in part, until the information required has been made available and verified.

c) **RETENTION OF CONCESSION CLAIM DATA**

Operators shall retain all records relevant to the calculation of ferry concession travel reimbursement for a minimum of 3 full financial years. Failure to retain the data that substantiates the concession claims may have a detrimental impact on reimbursement payments.

THE NATIONAL TRAVEL CONCESSION SCHEME

Payment Periods for 2019-20 (Transport Scotland will endeavour to send these to you annually)

Financial Year	Payment Period	Start Date	End Date
2019/20	1	01 April 2019	28 April 2019
	2	29 April 2019	26 May 2019
	3	27 May 2019	23 June 2019
	4	24 June 2019	21 July 2019
	5	22 July 2019	18 August 2019
	6	19 August 2019	15 September 201
	7	16 September 2019	13 October 2019
	8	14 October 2019	10 November 2019
	9	11 November 2019	08 December 2019
	10	09 December 2019	05 January 2020
	11	06 January 2020	02 February 2020
	12	03 February 2020	01 March 2020
	13	02 March 2020	31 March 2020

Additional Terms and Conditions

1. Definitions and Interpretation

- 1.1 In these Additional Terms and Conditions, the words and expressions set out in clause 13 shall have the meanings ascribed to them there.
- 1.2 In these Additional Terms and Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

2. Payment of Reimbursement

- 2.1 The Scottish Ministers shall pay the Reimbursement in accordance with the Ferry Concession – Guidance Note for Operators attached at Annex A.
- 2.2 The Scottish Ministers shall not be bound to pay to the Operator, and the Operator shall be deemed to have forfeited, and to have no claim against the Scottish Ministers in respect of, any instalment of the Reimbursement which has not been claimed by the Operator in accordance with the terms of the Agreement by the day falling 8 weeks after 31 March in the Financial Year, irrespective of the cause of the Operator not making such claim.

3. Audit and Recovery of Overpayments

- 3.1 At the end of the Financial Year, the Operator shall, if requested by Scottish Ministers, prepare an account showing the amount of all fares that would otherwise have been payable by those benefiting from the Concession Scheme in respect of their use of the Services and receipts of Reimbursement from the Scottish Ministers during the Financial Year. Such account shall be audited and certified as true and accurate by a Registered Auditor and a copy of the external auditors report shall be submitted to the Scottish Ministers no later than 30 November following the end of the Financial Year.
- 3.2 The Operator shall keep and maintain for a period of 3 years following the end of the Financial Year, adequate and proper records and books of account recording all receipts of monies paid to it by the Scottish Ministers by way of Reimbursement and all journeys undertaken by those benefiting from the Concession Scheme. The Operator shall afford the Scottish Ministers, their representatives, Audit Scotland and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it and the Operator shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 3.3 In the event that the amount of the Reimbursement paid by the Scottish Ministers to the Operator during a Financial Year exceeds the amount of the fares that would otherwise have been payable by those benefiting from the Concession Scheme in that Financial Year, then the amount of such excess may be recovered according to either of the following procedures as the Scottish Ministers deem appropriate:
- 3.3.1 the Scottish Ministers may deduct the amount of such excess from any further payments that may be due to the Operator under the Agreement or from any other payment that may become due from the Scottish Ministers to the Operator; or
- 3.3.2 the Operator shall within 14 days of receiving a written demand in respect thereof from the Scottish Ministers, repay to the Scottish Ministers the amount of such excess. In the event that the Operator fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the Royal Bank of Scotland plc prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest thereon.

4. Information

- 4.1 Either party may disclose any information relating to, or arising out of or in connection with, this Agreement and the Concession Scheme or their operation as required by law or judicial order, including but not limited to the Freedom of Information (Scotland) Act 2002, to be disclosed. The Scottish Ministers may also disclose information to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom.

5. **Compliance with the Law**

5.1 The Operator shall ensure that in relation to the Services, they and anyone acting on their behalf shall comply with the relevant law for the time being in force in Scotland.

6. **Insolvency**

6.1 If at any time within the duration of the Agreement:-

- (a) the Operator passes a resolution that it be wound up, or a court makes an order that the Operator be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Operator is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) a receiver, manager, administrator or administrative receiver is appointed to the Operator, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver,

the Scottish Ministers may by written notice to the Operator terminate the Agreement with immediate effect.

7. **False or Misleading Information**

7.1 If the Operator knowingly gives any information to the Scottish Ministers which read as a whole is false, incorrect or misleading, whether such information is provided prior to or after the payment of any Reimbursement is made, the Scottish Ministers may at their sole option:

- (a) make a deduction from, withhold, or require immediate repayment of the Reimbursement or any part of it; and/or
- (b) terminate the Agreement with immediate effect by written notice to the Operator.

7.2 In the event that the Scottish Ministers require the Operator to repay the Reimbursement or any part of it in terms of clause 7.1(a), the Operator shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Operator. In the event that the Operator fails to pay such sum within the said period of 14 days, the Scottish Ministers shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest.

8. **Assignment**

8.1 The Operator shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

9. **Termination**

9.1 Without prejudice to clauses 6.1 and 7.1(b) of these Additional Terms and Conditions, the Agreement may be terminated:

9.1.1 by agreement between the Scottish Ministers and the Operator;

9.1.2 with immediate effect from the date of a written notice of termination given by the Scottish Ministers if the Operator:

- (a) ceases to provide the Services; or
- (b) fails to provide the Services in a manner that is in accordance in all respects with the law; or
- (c) provides the Services in a manner that is, in the opinion of the Scottish Ministers, unsafe for any person employed or travelling on the Services

9.1.3 with effect from the date falling 2 months after the giving of a written notice of termination by the Scottish Ministers.

9.2 Notices given in accordance with clause 6.1, 7.1(b), 9.1.2 or 9.1.3 shall be deemed to be effectively and validly given if they are sent to the address to which the Letter was sent, unless the Operator has given written notice to the Scottish Ministers in the meantime of a different address to which such notices should be sent. In the latter case, a notice shall be deemed to be validly given if sent to the address so notified.

9.3 In the event that the Agreement is terminated in accordance with clauses 6.1, 7.1(b) or 9.1, the Scottish Ministers shall pay to the Operator any Reimbursement that may be due in respect of passengers carried prior to the date on which termination becomes effective.

10. Continuation of Conditions

These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Reimbursement was paid.

11. Review

11.1 In the event that the Operator is not satisfied with a decision taken by the Scottish Ministers to terminate this Agreement or to seek repayment of all or any part of the Reimbursement, the Operator may request in writing that they review such decision within 14 days of the decision being communicated to the Operator.

11.2 On receipt of such a request, Scottish Ministers shall carry out a review of their initial decision. The review shall be carried out by persons other than those responsible for making the initial decision. The review shall be concluded within 14 days of receipt of the request to carry out the review may:

11.2.1 confirm their original decision, with any modifications they may consider appropriate; or

11.2.2 substitute a different decision.

11.3 The Scottish Ministers, immediately on conclusion of the review, shall notify the Operator in writing of the outcome of the review.

11.4 The terms of Clause 9.2 shall apply in respect of notices given under this Clause 11.

11.5 The terms of this clause 11 are without prejudice to any other right or remedy that the Operator may have by law.

12. Data Protection

12.1 The Operator acknowledges that Personal Data described in the scope of clause 12.16 will be Processed in connection with the Services and specifically for the operation of the Concession Scheme. For the purposes of any such Processing, the parties agree that the Operator acts as the Processor and the Scottish Ministers acts as the Controller.

12.2 Both parties agree to negotiate in good faith any such amendments to these Additional Terms and Conditions that may be required to ensure that both parties meet all their obligations under Data Protection Laws. The provisions of this clause are without prejudice to any obligations and duties imposed directly on the Operator under the Data Protection Laws and the Operator hereby agrees to comply with those obligations and duties.

12.3 The Operator will, in conjunction with the Scottish Ministers and in its own right and in respect of the Services, make all necessary preparations to ensure it is and will continue to be compliant with the Data Protection Laws.

12.4 The Operator will provide the Scottish Ministers with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

12.5 The Operator must:

12.5.1 agree and comply with the terms of the data processing provisions set out in clause 12.16;

12.5.2 Process Personal Data only as necessary in accordance with obligations under these Additional Terms and Conditions and any written instructions given by the Scottish Ministers (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member State law in

such a case, the Operator shall inform the Scottish Ministers of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- 12.5.3 subject to clause 12.5.2, only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Scottish Minister's prior written consent;
- 12.5.4 take all reasonable steps to ensure the reliability and integrity of the Operator's staff who have access to the Personal Data and ensure that the Operator's staff:
 - 12.5.4.1 are aware of and comply with the Operator's duties under this clause;
 - 12.5.4.2 are subject to appropriate confidentiality undertakings with the Operator or the relevant sub-contractor or operator of the Operator;
 - 12.5.4.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Scottish Ministers or as otherwise permitted by these Additional Terms and Conditions; and
 - 12.5.4.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 12.5.5 implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing or accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 12.6 The Operator shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Client. In the case of general written authorisation, the Operator must inform the Client of any intended changes concerning the addition or replacement of any other sub-contractor and give the Client an opportunity to object to such changes.
- 12.7 If the Operator engages a sub-contractor for carrying out Processing activities on behalf of the Scottish Ministers, the Operator must ensure that the same data protection obligations as set out in these Additional Terms and Conditions are imposed on the sub-contractor by way of a written and legally binding Agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Operator shall remain fully liable to the Scottish Ministers for the performance of the sub-contractor's performance of the obligations.
- 12.8 The Operator must provide to the Scottish Ministers reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the GDPR.
- 12.9 The Operator must notify the Scottish Ministers if it:
 - 12.9.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 12.9.2 receives a request to rectify, block or erase any Personal Data;
 - 12.9.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
 - 12.9.4 receives any communication from the Supervisory Authority or any other regulatory authority in connection with Personal Data processed under these Additional Terms and Conditions; or
 - 12.9.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by applicable law;and such notification must take place as soon as is possible but in any event within 3 working days of receipt of the request or any other period as agreed in writing with the Scottish Ministers from time to time.
- 12.10 Taking into account the nature of the Processing and the information available, the Operator must assist the Scottish Ministers in complying with the Scottish Ministers' obligations concerning the security of Personal Data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:

- 12.10.1 ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the Processing as well as the projected probability and severity of a possible infringement of the applicable law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events;
 - 12.10.2 notifying a Personal Data breach to the Scottish Ministers without undue delay and in any event no later than twenty four (24) hours after becoming aware of a Personal Data breach;
 - 12.10.3 assisting the Scottish Ministers with communication of a personal data breach to a Data Subject;
 - 12.10.4 supporting the Scottish Ministers with preparation of a data protection impact assessment; and
 - 12.10.5 supporting the Scottish Ministers with regard to prior consultation of the Supervisory Authority.
- 12.11 At the end of the provision of Services relating to Processing the Operator must, on written instruction of the Scottish Ministers, delete or return to the Scottish Ministers all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.
- 12.12 The Operator must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Scottish Ministers containing the information set out in Article 30(2) of the GDPR.
- 12.13 The Operator must:
- 12.13.1 provide such information as is necessary to enable the Scottish Ministers to satisfy itself of the Operator's compliance with this clause;
 - 12.13.2 allow the Scottish Ministers, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this clause and contribute as is reasonable to those audits and inspections; and
 - 12.13.3 inform the Scottish Ministers, if in its opinion, an instruction from the Scottish Ministers infringes any obligation under the Data Protection Laws.
- 12.14 If requested, the Operator must make such records referred to in clause 12.12 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 12.15 The parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 012.13.2 with minimum disruption to the Operator's day to day business.
- 12.16 This clause outlines certain details of the Processing of Personal Data in connection with the Services as required by Article 28(3) GDPR. Accordingly:
- 12.16.1 the subject matter and duration of the Processing of Personal Data under these Additional Terms and Conditions shall be as follows:
 - 12.16.1.1 the subject matter of the Processing is as set out in these Additional Terms and Conditions; and
 - 12.16.1.2 the duration of the Processing shall be the duration of these Additional Terms and Conditions.
 - 12.16.2 the nature and purpose of Processing of Personal Data is the delivery by the Operator of its obligations under these Additional Terms and Conditions including carrying out the Services.
 - 12.16.3 the categories of Data Subject to whom the Personal Data relates are Older and Disabled Island residents from Orkney and Shetland who are in possession of a National Entitlement Card.
 - 12.16.4 the types of Personal Data Processed are as follows:
 - (i) National Entitlement Card number, name of NEC cardholder, ferry voucher number, details of each ferry journey and the fare paid for each ferry journey
 - 12.16.5 the obligations and rights of the Scottish Ministers shall be as outlined in this clause.

13. Definitions

In these Additional Terms and Conditions:

“**Agreement**” means the agreement constituted by the Operator’s acceptance of the offer contained in the Letter, as such agreement may be modified from time to time;

“**Application**” means the application for a Reimbursement made by the Operator;

“**Concession Scheme**” means the concession scheme relating to ferry journeys to and from mainland Scotland by older and disabled islands residents more fully described in the Letter;

“**Data Controller**” (or “**Controller**”) has the meaning given in the Data Protection Laws;

“**Data Processor**” (or “**Processor**”) has the meaning given in the Data Protection Laws.

“**Data Protection Laws**” means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998, or any statutory amendment or re-enactment thereof and the GDPR.

“**Data Subject**” and “**Data Subject Access Request**” have the meaning given in the Data Protection Laws.

“**Default**” means:

- (a) Any breach of the obligations of either party under these Additional Terms and Conditions (including, but not limited to, any breach of any undertaking or warranty given under or in terms of these Additional Terms and Conditions);
- (b) Any failure to perform or the negligent performance of any obligation under these Additional Terms and Conditions;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Financial Year**” means the period from 1 April 2018 to 31 March 2019;

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Letter**” means the letter (including the annexes thereto) to which these Additional Terms and Conditions is attached;

“**Operator**” means the firm, company, organisation or other body to whom the Letter is addressed;

“**Personal Data**” means personal data (as defined in the Data Protection Laws) which is Processed by the Operator or any Sub-contractor on behalf of the Client pursuant to or in connection with the Contract.

“**Personal Data Breach**” has the meaning given in the Data Protection Laws.

“**Process**” has the meaning given in the Data Protection Laws and cognate expressions including “**Processed**” and “**Processing**” shall be construed accordingly.

“**Reimbursement**” means all, or any part of, the sums reimbursed, or to be reimbursed, by the Scottish Ministers to the Operator in relation to the Concession Scheme in accordance with the letter; and

“**Services**” means the ferry services operated by or on behalf of the Operator purpose for which the Reimbursement has been awarded as described in the Letter.

“**Supervisory Authority**” has the meaning given in the Data Protection Laws.