

Visitorlevy.scot Terms of Service

We've created our Terms of Service on 1st August 2025. For more detail we have provided a summary of the key changes. If you don't agree to our Terms of Service, you can find out more information about your options in our Frequently Asked Questions

General

1. When the following words are used in these Terms & Conditions, this is what they will mean:
 1. 1.1 "visitorlevy.scot" is an online service designed to provide accommodation providers to be able to register their property, submit a visitor levy return and payment, in relation to the visitor levy scheme being run by their local authority.
 - 1.2 visitorlevy.scot uses the mygovscot myaccount and bisaccount.scot for authentication of users. Please see mygovscot myaccount or bisaccount.scot Terms and Conditions for details;
 2. 1.3 "We", "Us" or "Our": the Improvement Service, a company limited by guarantee and registered in Scotland (Company No. SC287978) and operating from The Improvement Service, West Lothian Council Civic Centre, Howden South Road, Livingston, EH54 6FF;
 - 1.4 "You" or "Your": the person wishing to access and/or use the visitorlevy.scot service.
2. These Terms & Conditions (together with our Privacy Notice and Cookie Policy, together our Terms of Use) applies to your use of the visitorlevy.scot and/or where applicable, our website at <https://visitorlevy.scot>
3. We recommend that you read these Terms & Conditions carefully and print a copy for your future reference. These Terms & Conditions tell you who we are, how we will provide visitorlevy.scot, how we may change or terminate visitorlevy.scot, how you may stop using the visitorlevy.scot, what to do if there is a problem and other important information. If You do not understand any point please contact us to discuss before You register, using the details at paragraph 9.
4. The visitorlevy.scot service is provided exclusively to individuals who are at least 12 years of age, have a mygovscot myaccount or bisaccount and are liable to submit visitor levy returns and payments.
5. You are solely responsible for all of your actions related to the use of the visitorlevy.scot service.

Who We Are

6. We are the Improvement Service, operator of the visitorlevy.scot service. You can read more about the Improvement Service and what we do at <https://www.improvementservice.org.uk>.

The Services We Provide

7. We will provide you access to a range of services in relation to the visitor levy – including registration of a property, submission of a return, and payment.
8. We also provide facilities to let you raise queries with us through Our support request system. This is a website where you can raise a request or query. You don't have to have a mygovscot myaccount or bisaccount to use the support request system. You should use the support request system if you have a query about registering your property, submitting a return or payment on visitorlevy.scot. There are separate support request systems on bisaccount.scot and mygovscot myaccount if your query relates to that account. If you use the system to raise a query about a service that we don't provide, we may pass that query on to the appropriate party for investigation and resolution. You can access the support request system by going to <https://visitorlevy.scot/> and clicking on "Help Centre" in the footer of the page.

Registration

9. Before the system can be used, you (the accommodation provider) must sign in with either a mygovscot myaccount or a bisaccount.scot. If you are a business user, paying NDR to your local authority, please register using bisaccount.scot. If you do not pay NDR in relation to the accommodation for which you will be collecting visitor levy, please sign in with your own mygovscot myaccount. You can register for either account if you are not already registered.

How it works

10. Your local authority will maintain their own register of accommodation providers liable to submit visitor levy returns and payments. You may receive an email from visitorlevy.scot asking you to sign into visitorlevy.scot and then register your property/properties using a unique code.
11. On successful authentication into visitorlevy.scot you will have the option to register your property using the unique code, which will contain data about your property already provided by your local authority. Once you use that code, and provide some additional details in relation to the property, you will be able to register the property on your visitorlevy.scot account and it will be verified by the local authority.

- 12.If you do not use, or receive, a code in order to register your property on visitorlevy.scot, you will be able to manually register your property/properties. This will include your reference number for NDR (Non Domestic Rates) or Council Tax if you pay either in relation to the property. If you do not pay either in relation to the property you will be asked for further information which will include a Short Term Let reference number. If the details you have provided matches the data already provided by your local authority, your property will be verified. If some details do not match, your request to add the property to your account will be sent for manual verification by local authority staff. You will be unable to submit a visitor levy return or payment, until your property has been verified.
- 13.Once you have completed a return, and submitted a payment, once the payment has been reconciled we will pass the money to your local authority.
- 14.Your local authority will have access to visitorlevy.scot in order to monitor visitor levy returns, payments and enforcement activity.

Your responsibilities

- 15.By agreeing to these Terms of Service you are committing to keep your account details secure, and you should not divulge your password or passphrase to any third-parties. If you use our support desk you should never include your password or passphrase in any request and you will never be asked for this information by our support team.
- 16.If you are using a shared device (e.g. in a library, internet cafe, or in an office), please ensure you log out of the system after use. The account will be logged out automatically after 10 minutes of inactivity. Your account will be disabled after 15 months of inactivity.
- 17.Your account is for your personal use and is not transferable. If you are leaving your role within a business and someone else needs to submit visitor levy returns for the property, please raise a support request.
- 18.Improper use of the visitorlevy.scot website including attempted fraudulent use, will lead to your account being disabled or revoked.
- 19.Failure to comply with these responsibilities may lead to your account being disabled or revoked.

Changes to these Terms of Service

- 20.We may change the visitorlevy.scot service and/or the Terms of Service at any time (in whole or part, whether temporarily or permanently) for any of the following reasons:
 1. 18.1 to reflect changes in relevant laws and regulatory requirements
 - 18.2 to implement minor technical adjustments, updates and

improvements, for example, making available additional features and addressing security threats or 18.3 to release and make available additional features, updates and improvements to the visitorlevy.scot service (either temporarily or permanently).

Our Obligations to You

21. While we try to ensure that the visitorlevy.scot service functions correctly, this may not always be achievable and it is provided on an "as is" basis. We cannot guarantee that the visitorlevy.scot service will be available all the time or at any specific time. The service may be suspended if the IT systems or infrastructure used to provide the service are under repair or maintenance or are otherwise unavailable due to an event outside our control.
22. We do not guarantee that the visitorlevy.scot service will be compatible with all or any particular hardware or software that you may use.
23. We take steps to ensure that the visitorlevy.scot service and any supporting materials are free from computer viruses and other harmful computer programs. However, we cannot guarantee this. You are advised to use appropriate firewall and anti-virus software to protect your computer and data.
24. You must not misuse our website and/or visitorlevy.scot by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website and/or visitorlevy.scot, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website and/or visitorlevy.scot via a denial of service attack or a distributed denial of service attack.
25. All intellectual property rights e.g. copyright, trade marks etc. in the visitorlevy.scot service and/or our website vest in us or our licensors. You have a licence to use such intellectual property rights within the visitorlevy.scot service for the strict purpose of using visitorlevy.scot or view our website and for no other purpose.

Liability

26. We provide the visitorlevy.scot service solely for non-commercial, business use related to Local Authority visitor levy schemes. We exclude all warranties (whether express or implied) in so far as allowed by law. You agree not to use the service for any commercial, business or re-sale purpose.
27. We exclude liability for indirect and/or consequential loss in relation to or arising from use of visitorlevy.scot including for any loss of use, loss of

profit, loss of business, loss of revenue, business interruption or loss of business opportunity.

28. We also exclude all liability arising from or in relation to use of visitorlevy.scot in so far as permitted by law. Subject to clause 28, in no circumstances shall our liability under or in relation to the Terms of Use exceed ONE HUNDRED POUNDS (£100) STERLING.
29. Notwithstanding the foregoing, we are not attempting to exclude or limit our liability for death or personal injury arising from our negligence, fraud or breach of statutory duty.
30. For the avoidance of doubt, we have no liability for any third party service that You may access from visitorlevy.scot including those provided by any local authority and You should check the Service Provider's terms and conditions.

Termination of the Service

31. You are free to stop using the visitorlevy.scot service at any time. You can withdraw consent independently from visitorlevy.scot but still keep your mygovscot myaccount or bisaccount. If you want to stop using the visitorlevy.scot service you will need to raise a support request and we will delete your visitorlevy.scot data according to our data retention rules.
32. If you have registered a property on visitorlevy.scot, you will need to raise a request to permanently close the property if you are no longer liable for visitor levy returns and payments. The local authority will not approve the closure of the property until all outstanding returns and payments have been submitted. Please refer to section 28 of the Visitor Levy (Scotland) Act 2024 which states you must preserve records for 5 years from the date on which a return is made.
33. Visitorlevy.scot can only delete or amend the limited data that it holds. If Data Subjects want to change other details they will need to contact the Local Authority directly.
34. We may need to suspend your access to areas of the website/app and/or your use of the visitorlevy.scot service to:
1. 31.1 deal with technical problems or make technical changes;
 - 31.2 update or reflect changes in relevant laws and regulatory requirements;
 - 31.3 investigate and resolve unlawful or fraudulent activity or activity suggesting that the security of your account has been compromised.
35. We may need to terminate your access to areas of visitorlevy.scot if in our view:
- 35.1 there has been a serious failure by you to comply with these
Terms & Conditions;

35.2 We suspect unlawful or fraudulent activity by you or on your account.

36. We may at our discretion discontinue the website or the visitorlevy.scot service at any time without liability. We will endeavour to give you as much notice as we can, however this may not always be possible.

37. If we do discontinue the visitorlevy.scot service we may close your account and delete our records of your registration details and your Personal Data without any liability to you. We may need to retain records and your Personal Data beyond closure of your account, in which case we shall do so in accordance with the Privacy Notice.

Miscellaneous

38. You shall not link to our website unless you have our consent.

39. We shall not be in breach of these Terms of Use nor liable for non-delivery of visitorlevy.scot (whether in whole or in part) or for performing any obligations under the Terms of Use if such breach or failure result from events, circumstances or causes beyond our reasonable control.

40. We can assign or otherwise transfer our rights and obligations under these Terms of Service at our discretion. Given the nature of the service, you acknowledge that these Terms of Use are personal to you and you cannot assign or otherwise transfer your rights and/or obligations to any third party.

41. The Terms of Service are governed by Scots law and the Scottish Courts shall have non-exclusive jurisdiction.

This Version 1.0

Last Updated 3/06/2025