

In these terms and conditions the "AA" means AA Media Limited of Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA and the "Applicant" means the person(s) or body (incorporated or non-incorporated) who or which applies to receive consultancy or training services provided by the AA under this agreement ("the Services") and the "Establishment" means the hotel, private hotel, guesthouse, bed and breakfast or inn in relation to which an application for the Services has been made.

1. These terms and conditions and any details given on all associated materials including those describing or specifying the Services and booking instructions and other relevant information ("Materials") are and form the entire agreement and understanding between the Applicant and the AA. In the event of any conflict or inconsistency between the Materials and these terms and conditions, these terms and conditions shall prevail.

2. On clearance of all fees due to the AA the AA will arrange a date for the visit to the Establishment for provision of the Services. The AA will accept cancellations and use reasonable endeavours to re-schedule once only to a mutually convenient date within 6 months following the original visit date if cancellation is notified to the AA at least 48 hours prior to the original visit. No refund or re-schedule is available if the visit is cancelled within 48 hours of the original scheduled visit or a re-schedule date cannot be convened by either party within the 6 months following original visit date.

3. The Applicant acknowledges and agrees that in providing the Services the AA will use and apply its quality rating accommodation and restaurant standards. These standards will be applied entirely at the discretion of the AA and may vary from time to time. Copies of these standards are available by written application to AA Hotel Services, 14th Floor, Fanum House, Basing View, Basingstoke RG21 4EA or by telephone request on 01256 844455.

4. On completion of training by the AA the Applicant will be supplied at no extra cost with a certificate of attendance which may be displayed at the Establishment for a period of one year from the date of completion of the training. Other than display of the certificate in accordance with this Clause 4 and subject to other permission granted by the AA under separate agreement, the Applicant or Establishment may not advertise, promote or represent the Establishment in any way or form whatsoever whether by virtue of the Services using in any way or form the AA or the AA's logo which is and shall remain the property of the AA.

5. The Applicant shall or shall arrange the immediate removal of the certificate of attendance;

5.1 In the event of any change in ownership or control of the Establishment whether in relation to the immediate owner or any parent organisation; or

5.2 In the event of the Applicant being unable to pay its debts.

6. In providing the Services the AA will supply advice and recommendations only based on the visit to the Establishment. The Establishment is entitled but not obliged to apply or utilise any advice or recommendations. The Services do not form any formal inspection and rating scheme and the AA makes no warranty or representation that the Establishment will achieve any level of rating by virtue of the Services on subsequent inspection under any inspection and rating scheme whether administered by the AA or any other inspection body. The AA will not enter into any correspondence with the Applicant or any inspection body in relation thereto.

7. The Applicant warrants that all legal requirements relating to use of the Establishment including, without limitation, any requirements relating to the safety of those persons having access to the Establishment are, and shall continue to be, complied with. The Applicant shall ensure that adequate insurance is maintained at all times to cover any liabilities of the Establishment's occupier or other responsible person or body in this regard.

8. The Applicant warrants that any information provided by itself, its agents or representative to the AA in relation to or in connection with the Establishment is accurate and that it will notify the AA promptly of any changes to such information.

9. The AA's liability to the Applicant hereunder with regard to any claim or series of connected claims, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall, unless agreed in writing, be limited to the fee paid by the Applicant to the AA with respect to the Establishment concerned for the period during which the incident or series of connected incidents giving rise to liability occurred.

10. In no circumstances shall the AA be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever caused, i) for any increased costs or expenses or ii) for any loss of profit, business, contracts, revenues or anticipated savings or iii) for any special, indirect or consequential damage of any nature whatsoever.

11. Nothing in these terms and conditions shall act to limit or exclude either party's liability for death or personal injury resulting from that party's negligence, fraud, or any other liability which may not by law be limited or excluded.

12. The Applicant shall allow and facilitate all necessary access to employees, agents or representatives of the AA to the Establishment for the purposes of the provision of the Services.

13. The Applicant shall pay to the AA the fees for the provision of the Services together with any costs or expenses incurred by the AA which the AA may at its discretion charge including accommodation and food together with any relevant tax or governmental charge that may be payable including VAT.

14. The Applicant shall tender payment of the applicable fees on submission of the completed application form for Services. Following the visit the AA shall raise and send an invoice to the Applicant for all costs and expenses. The Applicant shall pay to the AA all sums due for costs and expenses within 28 days of the invoice date and in accordance with any specified payment terms.

15. The AA shall be entitled to charge the Applicant interest on any overdue sum from the date when payment is due until the date of actual payment (as well as after as before judgement) at a rate per annum of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall accrue from day to day and shall be paid subject to any withholding tax.

16. The Applicant warrants that it is fully entitled and authorised to enter into this agreement and / or bind the Establishment for the provision of the Services in accordance with these terms and conditions. The Applicant indemnifies the AA against all losses, costs, expenses, damages or claims resulting from the Applicant's breach of these terms and conditions or of any warranty given hereunder by the Applicant.

17. The AA shall be entitled to terminate this agreement forthwith by notice in writing:

17.1 Where the Applicant has not paid any applicable sum (or part thereof) which has accrued due to the AA under these terms and conditions or any other agreement with the AA with respect to the payment thereof; or

17.2 Following any material breach by the Applicant of these terms and conditions.

18. Any termination of this agreement, howsoever occasioned, is without prejudice to any right or liabilities then accrued, including, without limitation, the AA's rights to fees due (or part thereof) which has been invoiced and in relation to which payment has not been received within the payment period set out in Clause 14 above or as otherwise agreed with the AA.

19. The AA shall be entitled to assign its rights and obligations hereunder to The Automobile Association Ltd or to any company within the The Automobile Association Ltd group of companies.

20. These terms and conditions supersede and replace any and all prior arrangements, whether oral or written, between the AA and the Applicant relating to the Services. No amendment to these terms and conditions shall be effective unless agreed in writing by the AA. The AA reserves the right to amend these terms and conditions at any time on the giving of 14 days notice in writing to the Applicant. The AA's failure to enforce or rely on any of these terms and conditions on a particular occasion or occasions will not act as a waiver of the AA's rights thereunder and will not prevent the AA from subsequently relying on or enforcing them.

21. These terms and conditions are to be interpreted in accordance with the English law and subject to the exclusive jurisdiction of the English courts.

22. Nothing in these terms and conditions shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term under the Contracts (Right of Third Parties) Act 1999.

23. The Applicant shall not be liable to pay any fees in the event of cancellation and the AA shall not be deemed to be in default of any provision of these terms and conditions as a result of inability to perform these terms and conditions because of circumstances beyond their control such as, without limitation, Act of God, fire, flood, unavailability of materials, strike, national calamity, lockout, war, or any order or enactment of legally constituted authority of any country.

DATA PROTECTION

24. Use of Personal Information; Information i) provided by the Applicant or ii) held by the AA about the Applicant (whether or not under the AA contract (or contracts) with the Applicant) may be used by the AA or its agents to:

24.1 identify the Applicant when the Applicant contacts the AA;

24.2 help identify accounts, services and/or products which the Applicant could have from the AA from time to time. The AA may do this by automatic means using a scoring system, which uses the information that the Applicant has provided, any information that the AA holds about the Applicant and information from third party agencies (including credit reference agencies).

24.3 help run, and contact the Applicant about improved running of, any accounts, services and products that the AA has provided before, or provide now or in the future;

24.4 carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;

24.5 help to prevent and detect fraud or loss; and

24.6 contact the Applicant in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by the AA and selected partners. The AA will only contact the Applicant in this way if the Applicant has previously indicated consent to do so.

25. We may allow other people and organisations to use information we hold about the Applicant for the purpose of providing services that the Applicant has asked for, as part of the process of selling one or more of our businesses, or if the AA has been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organisations may be outside the EEA in countries that do not have the same standards of protection for personal data as the UK.

26. The AA may also allow the Applicant's information to be used by other AA Group companies (including AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) for them to carry out any of the above purposes.

27. We may monitor and record communications with the Applicant (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

AA Media Limited

Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA

Registered Number: 06112600 England