

Terms and Conditions of AA Consultancy and Training

In these terms and conditions ("Terms and Conditions"):

"AA" means AA Media Limited (registered number: 06112600) of Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA;
"Agreement" means the agreement between the AA and the Applicant for the provision of the Services on the terms set out on these Terms and Conditions and on the application overleaf;
"Applicant" means the person(s) or body (incorporated or non-incorporated) who or which applies to receive the Services under this Agreement;
"Establishment" means the hotel or guest accommodation in relation to which an application for the Services has been made;
"Materials" means the booking instructions and other relevant information; and

"Services" means the consultancy or training services provided by the AA under this Agreement.

1 These Terms and Conditions and any details given on all associated 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 provide refunds (if applicable) for the provision of the Services if notified in writing within the following timescales:

60-46 days - full refund;
45-31 days - 50% refund; or
30 days or less - no refund.

A rescheduled visit will be at the sole discretion of the AA.

3. The Applicant acknowledges and agrees that in providing the Services, the AA will use and apply its quality rated accommodation and restaurant standards (from time to time). These standards will be applied entirely at the discretion of the AA and copies of these standards are available on request from AA Hotel Services, Fanum House, Basing View, Basingstoke RG21 4EA or 01256 844455.

4. On completion of the Services, the Applicant will be given a certificate of attendance which may be displayed at the Establishment for a period of one year from the date of completion of the Services. Other than display the certificate of attendance and subject to permission granted by the AA under a separate agreement, the Applicant or Establishment may not advertise, promote or represent the Establishment in any way or form whatsoever by virtue of the Services, or using the 'AA' logo (which is and shall remain the property of the Automobile Association Developments Limited) in any way.

5. The Applicant shall arrange the immediate removal of the certificate of attendance in the event of:

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

5.2 the Applicant being unable to pay its debts owing to the AA.

6. In providing the Services, the AA will only supply advice and recommendations based on the visit to the Establishment. The Establishment is entitled, but not obliged to apply or utilise any AA advice or recommendations. The Services do not provide any formal inspection or rating scheme, and the AA makes no warranty or representation that the Establishment will achieve any level of rating by virtue of the Services under any inspection or rating scheme 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 and represents that the Establishment and management of it will at all times comply with all applicable laws including, but not limited to, disability, access, discrimination, health and safety, and that all necessary and appropriate policies of insurance including those that cover occupiers and other persons liability have been procured and shall be maintained.

8. The Applicant warrants that any information provided by itself, its agents or representatives 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 by a duly authorised representative of the AA, be limited to the fee paid by the Applicant to the AA for the Services with respect to the Establishment concerned for the 12 month period during which the incident or 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; 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 but not limited to, 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 to the AA on submission of the completed application form for the Services.

15. Following the visit for the provisions of the Services, the AA shall send an invoice to the Applicant for all applicable costs and expenses incurred. The Applicant shall pay to the AA all sums due within 28 days of the invoice date and in accordance with any specified payment terms.

16. 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 (before or after judgement) at a rate per annum of 4% above the base rate of Barclays Bank Plc. Such interest shall accrue from day to day and shall be paid subject to any withholding tax.

17. The Applicant warrants that it is fully entitled and authorised to enter into this Agreement with the AA 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.

18. The AA shall be entitled to terminate this Agreement forthwith by notice in writing:

18.1 where the Applicant has not paid any applicable sum (or part thereof) to the AA under these Terms and Conditions or any other agreement with the AA with respect to the payment thereof;

18.2 following any material breach by the Applicant of these Terms and Conditions;

18.3 if the Applicant goes into liquidation other than a voluntary liquidation for the purposes of reconstruction or if a manager, receiver or encumbrance takes possession of or is appointed over the whole or a substantial part of the Applicant's assets or if the Applicant enters into an arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement) or a petition is presented or a meeting is convened for the purpose of making an administration order or if the Applicant ceases to carry out his business or if the Applicant becomes insolvent; or

18.4 there is a breach of Clause 26.

19. Any termination of this Agreement, howsoever occasioned, is without prejudice to any rights or liabilities accrued, including and without limitation, to 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 15 above or as otherwise agreed with the AA.

20. The AA shall be entitled to assign or novate its rights and obligations hereunder to any AA group company at any time.

21. This Agreement supersedes and replaces any and all prior arrangements, whether oral or written, between the AA and the Applicant relating to the Services and sets out the entire agreement between the parties in respect of the Applicant's application for the Services. No amendment to these Terms and Conditions shall be effective unless agreed in advance in writing by an authorised representative of 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.

22. These Terms and Conditions are to be interpreted in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

23. 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, as may be amended or replaced from time to time.

24. The Applicant may refund the fees in the event of a cancellation subject to the timescales set out in Clause 2. 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.

25. Personal Data

25.1 Any personal data the Applicant provides to the AA will be held securely and in accordance with the Data Protection Act 1998, as may be amended or replaced from time to time. The AA shall be entitled to use the Applicant's personal data for the purpose(s) for which it has been provided for. It may also be used for marketing, offering renewals, research and statistical purposes and crime prevention.

25.2 The AA shall be entitled to disclose the Applicant's personal data to a third party so that the Service can be provided. It may also be necessary to transfer such data to countries outside the European Economic Area. Where this happens, the AA will endeavour to ensure that any recipient of the Applicant's personal data will treat it with no less a level of protection as the AA would.

25.3 The AA shall be entitled to disclose the Applicant's personal data to regulatory bodies for the purposes of enabling such bodies to monitor and/or enforce compliance with any regulatory rules/codes.

25.4 In the case of personal data, with limited exceptions, the Applicant has the right to access and, if necessary, rectify information held about the Applicant by formal written application sent to the AA Data Protection Officer, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

25.5 If the Applicant gives the AA information about another person, in doing so the Applicant warrants that such person has given the Applicant permission to provide such data to the AA to be able to process their personal data, and also that the Applicant has told such person who the AA are and what the AA will use their data for.

25.6 By providing the AA with personal data, the Applicant consents to the use of such data and data subjects being contacted by AA Plc, by post, telephone, email, SMS or other electric means, to inform about products and services which the AA considers may be of interest to the data subject. However any data subject can contact the AA Data Protection Officer at any time to suppress.

25.7 The AA may monitor and record all communications with the Applicant (including but not limited to telephone conversations) for quality assurance, compliance and training purposes.

26 Anti-Corruption & Anti-Bribery

26.1 The Applicant shall not, and shall procure that its directors, employees, agents, representatives, contractors, or sub-contractors shall not, engage in any activity, practice, conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010, as may be amended or replaced from time to time.

27.2 The Applicant shall have in place adequate procedures designed to prevent any person working for or engaged by the Applicant or any other third party in any way connected to the Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010, as may be amended or replaced from time to time.

26.3 Breach of this Clause 26 shall entitle the AA to terminate this Agreement by written notice with immediate effect.

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