

Terms and Conditions of AA Recognition

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

"AA" means AA Media Limited (registration number: 06112600) of Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, including its successors in business and assignees;

"AA Recognition" or "AA Recognition Scheme" means the hotel or guest accommodation recognised by the AA Hotel Accommodation or AA Guest Accommodation recognition scheme in the relevant Recognition Year;

"Agreement" means the agreement between the AA and the Applicant for the Applicant to be a member of the AA Recognition Scheme on the terms set out in these Terms and Conditions and on the application form overleaf;

"Applicant" means the person(s) or body (incorporated or non-incorporated) who or which applies to have an Establishment recognised by the AA Recognition Scheme;

"Establishment" means the hotel or guest accommodation in relation to which an application for AA Recognition has been made by the Applicant;

"Materials" means any photographs, data, information, copy and/or artwork regarding the Establishment that the Applicant has provided to the AA;

"Recognition Fee" means the annual sum in respect of the AA Recognition for a full Recognition Year payable by the Applicant and as may be invoiced by the AA throughout this Agreement; and

"Recognition Year" means a calendar year (or part thereof) during which this Agreement is in place.

1. Once the AA has received the Applicant's completed application form and the appropriate non-refundable registration fee, the AA will arrange for an inspection of the Establishment (the "First Inspection"). Prior to confirmation of the First Inspection, the Applicant shall complete the AA database questionnaire and return to the AA, together with a photograph of the Establishment (in such format as the AA may reasonably require). The Applicant owns or purports to own the intellectual property in the Materials provided to the AA and hereby grants the AA an irrevocable, non-exclusive, royalty free licence to use the Materials in any publication (including that in digital and electronic format, in existence or created in the future) which the AA wishes to include the same from time to time and/or distribute the same world-wide in such publication and by way of on-line distribution.

2. The AA will give consideration to the content of the relevant inspection report but any decision as to the AA Recognition of an Establishment, including any quality standards rating or quality scoring, is entirely at the discretion of the AA. The AA Recognition Scheme criteria may vary from time to time and are only indicative of the matters the AA will consider and in no way restrict the discretion of the AA with respect to such AA Recognition. From time to time the AA may make special awards to an Establishment in recognition of particular merit or of standards being achieved. Such special awards are awarded at the sole discretion of the AA and may be withdrawn at any time.

3. The Applicant gives permission to the AA or its representatives to enter the Establishment site at any time to take and create photographs of the Establishment. The copyright and all other intellectual property rights, title and interest in and in respect of such photographs shall vest in the AA.

4. In the event that the AA appoints an Establishment under the AA Recognition Scheme and subject to all applicable Recognition Fees have been paid to the AA, the Applicant shall, for the duration of this Agreement, be entitled:
4.1 to order and display an applicable AA Recognition sign at the Establishment, subject to: i) the payment of the relevant rental fee, and ii) the terms and conditions referred to on the AA sign order form to be completed by the Applicant (the "Sign Order Form"); and
4.2 to display an accurate reproduction of the 'AA' logo on the Establishment's letterheads, brochures and appropriate promotional material in a manner which correctly indicates the AA Recognition for the Establishment (including but not limited to digital channels) from time to time.

5. The Applicant shall ensure that it complies with all laws and regulations in connection with any promotion of the AA Recognition. If there is any change in the nature or level of the AA Recognition for the Establishment, the Applicant shall, without delay, ensure that this is accurately reflected in any materials it produces or exhibits (including any AA Recognition signs) in relation to such AA Recognition.

6. The Applicant hereby warrants and represents and it is fundamental to this Agreement that: (i) the Establishment and the management of it will at all times comply with all applicable laws including those relating to disability, access, discrimination, health and safety; (ii) that all necessary and appropriate policies of insurance including those that cover occupiers and other persons liability have been procured and shall be maintained; (iii) the Applicant will be fully responsible for the terms (including but not limited to description, price and compliance with applicable laws) of any contract with customers; and (iv) it shall not display any signs incorporating the 'AA' logo other than such AA Recognition signs as may be ordered by the Applicant from the AA pursuant to Clause 4.1 above.

7. The 'AA' name and trademarks are the property of AA Brand Management Ltd ("AABML")/AABML' and other than as expressly granted under licence by the AA, the Applicant shall not obtain any right or title in or to the same. The benefit of all use of the 'AA' name and trademarks and any goodwill accrued shall inure to AABML.

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

9. Whilst the AA is providing its services under the AA Recognition Scheme, the Applicant hereby grants to the AA the right to use and to allow its group companies, agents or licensees to use the Materials. The Applicant warrants to the AA that they are entitled to grant such rights and that it will indemnify AA against all losses, costs, expenses, damages or claims resulting from any claim or threatened claim by a third party that the AA is not entitled to use the Materials. The Applicant shall also ensure that any moral rights, which may exist now or in the future, in the Materials are waived.

10. Whilst the AA will use its reasonable endeavours to ensure the accuracy of any entry relating to the Establishment which it publishes (including but not limited to digital and electronic format) and by way of on-line distribution, the Applicant agrees that the AA shall not be responsible for any errors or omissions in such entries, or for any failure to include any such entry in any publication, and that the AA shall not be liable for any loss, damage, cost or expense thereby incurred. The AA shall, as a matter of goodwill, take reasonable steps to rectify any such errors.

10.1 Without prejudice to Clause 10 and subject to Clauses 10.2 and 10.3, 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 amount of the Recognition Fee paid or payable by the Applicant to the AA with respect to the Establishment in respect of the Recognition Year during which the incident or series of connected incidents giving rise to liability occurred.

10.2 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.

10.3 Nothing in these Terms and Conditions shall, or shall be deemed to exclude the AA's liability for death or personal injury resulting from negligence.

11. In respect of each Recognition Year, the Applicant shall:

11.1 pay to the AA the full Recognition Fee (plus VAT at the prevailing rate at the date of the invoice) save as otherwise agreed by an authorised representative of the AA in writing, by 28 January of the relevant Recognition Year, or quarterly during the relevant Recognition Year if the Applicant has opted to pay by direct debit. For the avoidance of doubt, the full Recognition Fee remains payable by the Applicant, regardless of paying by direct debit, and/or if the Applicant comes out of the AA Recognition Scheme at any time and for any reason during the Recognition Year. For the avoidance of doubt, the full Recognition Fees remains payable by the Applicant, regardless of paying by direct debit, and/or if the Applicant comes out of the AA Recognition Scheme at any time and for any reason during the Recognition Year.

11.2 immediately advise the AA of any change of ownership or control of the Establishment, whether this is of the immediate owner or of a parent organisation;

11.3 supply such information relating to the Establishment and its employees, agents or representative as the AA may reasonably require to the AA upon request or as otherwise required by these Terms and Conditions;

11.4 investigate promptly any complaint or dispute received by the AA in regard to the Establishment, and to co-operate fully with the AA in the resolution of such complaint or dispute;

11.5 allow and facilitate access to employees, agents or representative of the AA to the Establishment for the purposes of any inspection, which the AA wishes to carry out in connection with any AA Recognition (existing or prospective). The Applicant agrees that telephone calls made by the AA to arrange bookings for inspections may be recorded for = assessing quality and training purposes;

11.6 pay to the AA, on receipt of the relevant invoice and in accordance with any specified payment terms, any fee that may be required including without limitation those in connection with advertising and the rental of the AA recognition sign or signs.

12. The Applicant warrants that it is fully entitled and authorised to enter into the Agreement with the AA in accordance with these Terms and Conditions and, in particular, that any licence that the Applicant grants to the AA pursuant to the Agreement does not infringe any third party rights. The Applicant hereby agrees to indemnify 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.

13. The Applicant understands and agrees that the Recognition Fee however payable, whether made in one payment or quarterly by direct debit, is non-returnable by the AA, and relates to and is payable for the AA Recognition, services and benefits that the Applicant and Establishment receives throughout the applicable Recognition Year during the Agreement. The AA Recognition will automatically renew on 1 January each Recognition Year and an invoice for Recognition Fees will be despatched accordingly, unless the AA receives at least 28 days' notice in writing from the Applicant that it longer wishes to participate in the AA Recognition Scheme before the 1 January of the new Recognition Year.

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 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.

14. At all times the AA reserves the right to make further inspections of the Establishment and if following such inspection, or otherwise, the AA, at its absolute discretion, alters or withdraws the AA Recognition, including any rating or quality scoring, the Applicant shall observe and shall be bound by such decision.

15. The Agreement shall terminate immediately upon the occurrence of any of the following events:

15.1 notification by the AA that the AA has withdrawn the AA Recognition for the Establishment;

15.2 any change in ownership or control of the Establishment, whether this is in relation to the immediate owner or any parent organisation (unless the AA has given its prior written consent to such change of ownership or control);

15.3 if the Applicant goes into liquidation other than a voluntary liquidation for purposes of reconstruction or if a manager, receiver or encumbrancer 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

15.4 there is a breach of Clause 27.

16. The AA shall be entitled to terminate the AA Recognition for the Establishment forthwith by notice in writing:

16.1 in the event that the Applicant has not paid any Recognition Fee (or part thereof) which is due to the AA pursuant to the terms of this Agreement or any other agreement with the AA with respect to the payment thereof;

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

16.3 in the event that the Applicant or any other person who is employed by or associated with the Establishment would in the reasonable opinion of the AA directly or indirectly damage or would be likely to have a material adverse effect on the interests, name, trademarks and good standing of the 'AA'; or

16.4 where a complaint is made to the AA about an Establishment or a claim is made that the information provided by the Applicant and used in any advertisement relating to the Establishment is inaccurate.

17. The Applicant shall be entitled to terminate the AA Recognition of the Establishment at any time on the giving to the AA at least 28 days notice in writing. For the avoidance of doubt, the full Recognition Fee shall be payable by the Applicant for the Recognition Year during which such notice is given notwithstanding termination by the Applicant during the course of a Recognition Year and no refund will be made to the Applicant by the AA.

18. Any termination of the Agreement, howsoever occasioned, is without prejudice to any right or liabilities then accrued, including, without limitation, the AA's rights to any Recognition Fee (or part thereof) which has been invoiced and in relation to which payment has not been received.

19. On termination of the Agreement, howsoever caused, the Applicant shall immediately:

19.1 comply with the terms and conditions of the Sign Order Form, in particular, unless otherwise notified in writing by the AA, at the Applicant's own expense, within 28 days of such termination, remove all references to the 'AA' from websites promoting the Establishment and from all other media channel utilised by the Applicant to promote the Establishment and remove all signs displaying the 'AA' logo from the Establishment site and securely dispose of the same;

19.2 make no further use of, and withdraw from circulation, any documents or other material (including, but not limited to, headed writing paper and promotional brochures) showing the 'AA' logo or otherwise indicating an existing or past AA Recognition;

19.3 make no further representation, in any form that the Establishment holds or has held AA Recognition; and

19.4 confirm to the AA in writing that it has complied with Clauses 19.1 to 19.3 above.

20. If, after 28 days following termination of the AA Recognition for the Establishment, the Applicant has not complied with its obligations pursuant to Clause 19:

20.1 the Applicant shall allow the employees, agents or representative of the AA such access as they require to the Establishment site to remove all signs displaying the 'AA' logo displayed on the Establishment. The Applicant shall pay to the AA all costs and expenses thereby incurred; and

20.2 the AA shall be entitled to invoice the Applicant a sum equal to the Recognition Fee which would have been payable if the Agreement had not been terminated for any period during which the Applicant remains in breach of its obligations pursuant to Clause 19.

21. The AA may assign or novate this Agreement to any other AA group company at any time.

22. The Agreement supersedes and replaces any and all prior arrangements, whether oral or written, between the AA and the Applicant relating to the AA Recognition of the Establishment and sets out the entire agreement between the parties in respect of the Applicant's application for the Establishment to be recognised under the AA Recognition Scheme. 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.

23. These Terms and Conditions are to be interpreted in accordance with the English law and subject to the exclusive jurisdiction of the English courts.

24. 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.

25. The AA shall not be deemed to be in default of any provision of these Terms and Conditions as a result of its 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.

26. Personal Data

26.1 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. It may also be used for marketing, offering renewals, research and statistical purposes and crime prevention.

26.2 The AA shall be entitled to disclose the Applicant's personal data to a third party so that the service the Applicant has requested 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 data will treat it with no less a level of protection as the AA would.

26.3 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.

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

26.5 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.

26.6 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, e-mail, SMS or other electronic means, to inform you 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 in writing at any time to suppress.

26.7 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.

27. Anti-Corruption & Anti-Bribery

27.1 The Applicant shall not, and shall procure that its directors, employees, agents, representatives, contractors or sub contractors shall not, engage in any activity, practice or 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 this 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.

27.3 Breach of this Clause 27 shall entitle the AA to terminate this Agreement by written notice with immediate effect