

Terms and Conditions of AA Recognition

In these Terms and conditions the "AA" means AA Media Limited of Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, registered number 06112600 England, the "Applicant" means the person(s) or body (incorporated or non-incorporated) who or which applies to have an establishment recognised by the AA under its recognition scheme and the "Establishment" means the hotel, private hotel, guest house, farmhouse or inn in relation to which an application for recognition has been made.

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 and, subsequently, for the Establishment's application for recognition to be considered by the appropriate Recognition committee as designated by the AA from time to time (the "Committee").

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 Such awards are again entirely discretionary and may be withdrawn by the Committee at any time.

3. Prior to confirmation of appointment the Applicant will provide a completed database questionnaire and an appropriate photograph of the Establishment. 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 rights title and interest in and in respect of such photographs shall vest in the AA for the full period of copyright and the AA shall be able to use the photographs in accordance with clause 9.

4. In the event that the Committee appoints an Establishment under the recognition scheme and any applicable annual recognition fee (or part thereof), as notified to the Applicant from time to time, has been or is paid to the AA, then, throughout the currency of the establishment's recognition, the Applicant shall be entitled:

4.1 to order and display an appropriate AA recognition sign at the Establishment site subject to the payment of the relevant rental fee and to the terms and conditions referred to on the sign order form, which will be forwarded to the applicant should AA recognition be granted. This sign (or signs) must be obtained from the AA.

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 Establishment's AA recognition from time to time.

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

6. 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.

7. The Applicant acknowledges that the AA logo is the exclusive property of The Automobile Association Ltd (who have authorised the AA to licence its use) and that it obtains no rights to or in the said AA logo other than such rights as are set out in these and all other relevant terms and conditions or guidelines or are otherwise agreed in writing from time to time.

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 Applicant hereby grants to the AA its assignees or licensees an irrevocable non-exclusive free of charge licence to store, use, merge, modify, publish and reproduce any details, information and photographs provided by or on behalf of the Applicant in relation to the Establishment for all purposes in any and all media now existing or hereinafter invented throughout the world for the full period of any copyright existing in such including all renewals, reversions and extensions thereof. For the avoidance of doubt the AA shall not, subject to any obligations it may have under any other agreement, be obliged to exercise any of its rights under this clause 9.

10. Whilst the AA will use all reasonable endeavours to ensure the accuracy of any free entry relating to the Applicant's Establishment which is published above, 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 free entry in any publication, and that the AA shall not be liable for any loss, damage, cost or expense incurred by the Applicant as a result of any such error or non-publication. The AA shall, as a matter of goodwill, take all reasonable steps to rectify any errors made.

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, be limited to the amount of the annual recognition fee paid or payable 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.

10.2. 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 of 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, and the AA accepts liability, for death or personal injury resulting from negligence as defined in Section 1 of the Unfair Contract Terms Act 1977.

11. Throughout the currency of the recognition of the Establishment the Applicant shall:-

11.1. subsequent to the Applicant's payment of the registration fee and any applicable pro rata annual recognition fee, and unless otherwise agreed, pay annually to the AA, within 28 days of receiving written intimation thereof from the AA or by 28 January of the relevant recognition year, whichever the last to occur, such annual recognition fee as from time to time prescribed by the AA, together with any tax or other governmental tax or charge as is payable with respect to the same (including but not limited to, VAT);

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 information relating to the establishment to employees, agents or representative of 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 a recognition (existing or prospective). The Applicant agrees that telephone calls made by the AA to arrange bookings for inspections may be recorded for the purposes of assessing quality;

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 a recognition agreement with the AA in accordance with these terms and conditions and, in particular, that any licence it grants to the AA does not infringe any 3rd party rights. The Applicant indemnifies the AA of The Automobile Association Ltd 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. Each annual recognition fee relates to a calendar year commencing 1 January. Any pro rata annual recognition fee payable shall relate to the period from recognition to 31 December of the relevant year. Pro rata annual recognition fees shall be payable within 28 days of the relevant invoice date. Subject to clause 11.1 above, annual recognition fees (full or pro rata) shall be non-refundable. 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 in the event that following such inspection, or otherwise, the Committee, at its absolute discretion, alters or withdraws the recognition, including any rating or quality scoring, the Applicant shall observe and shall be bound by such decision.

15. The Establishment's AA recognition will immediately terminate upon the occurrence of any of the following events:

15.1 notification by the AA that the Committee has withdrawn the Establishment's AA recognition;

15.2 any change in ownership or control of the Establishment, whether this is in relation to the immediate owner or any parent organisation;

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.

16. The AA shall be entitled to terminate the Establishment's recognition forthwith by notice in writing:

16.1 Where the Applicant has not paid any applicable annual recognition fee (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;

16.2 Following any material breach by the applicant of these terms and conditions.

17. The Applicant shall be entitled to terminate the Establishment's recognition at any time on the giving to the AA of at least 28 days notice in writing.

18. Any termination of an Establishment's recognition, howsoever occasioned, is without prejudice to any right or liabilities then accrued, including, without limitation, the AA's rights to any annual recognition fee (or part thereof) which has been invoiced and in relation to which payment has not been received within the payment period set out in clauses 11.1 and 13 above or as otherwise agreed with the AA.

19. On termination of the AA Establishment recognition, howsoever caused, the Applicant shall immediately:-

19.1 comply with the terms and conditions of the sign order form, in particular, unless otherwise notified by the AA, at the Applicant's own expense remove all recognition signs from the Establishment site and return them to the AA;

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 an AA recognition.

20. If, after 28 days following termination of the AA establishment recognition, the Applicant has not returned any AA recognition sign(s) to the AA, then the Applicant shall allow the employees, agents or representative of the AA such access as they require to the Establishment site to remove all AA property contained therein. The Applicant shall pay to the AA all costs and expenses thereby incurred.

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

22. 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 AA recognition of the Establishment. No amendment to these terms and conditions shall be effective unless agreed in advance 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 there under 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 non-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.

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. Use 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:

26.1 identify the Applicant when the Applicant contacts the AA;

26.2 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).

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

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

26.5 help to prevent and detect fraud or loss; and

26.6 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.

27. 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. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.

28. 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
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