HOTEL & HOSPITALITY SERVICES



# Hotel Recognition Scheme Fees

# Pay & join now with renewal due January 2021

Up to 19 months recognition for the price of 12!\*

FULL RECOGNITION

Rating	Standard fee (exc. VAT)	Standard fee (inc. VAT)
*	£551.41	£661.69
**	£716.83	£860.20
***	£1,102.82	£1,323.38
****	£1,323.38	£1,588.05
****	£1,874.79	£2,249.78

## ASSOCIATE MEMBERSHIP

This is a marketing only option if you have a current rating with the tourist board

Rating	Standard fee (exc. VAT)	Standard fee (inc. VAT)
Associate	£412.08	£494.50

Please select the non-refundable fee based on the potential star rating of your establishment. The applicant agrees to waive/refund the bed and breakfast rate on 'check out'.

You can pay by BACS, cheque, credit or debit card. Just complete the relevant details on the application form for AA recognition.

Contact AA Hotel Services on 01256 844455 or email HotelServices@theAA.com for further information.

All prices valid until 30th September 2019.

\*This covers membership from date of purchase until 31st December 2020. Associate membership only valid if establishment has a current rating from a tourist board. Terms and conditions apply - See reverse application form or view online

# HOTEL & HOSPITALITY SERVICES

AA

# Application for AA Recognition Hotels

Publicly available information - this information may be made available worldwide <b>1. Establishment details</b> Manager's Tenant's name: (if different from the owner's details below) Establishment name: Address:	5. Conference facilities Maximum number of delegates in Theatre layout: Maximum number of delegates in Classroom layout: Maximum number of delegates in Boardroom layout: What is the 24-hr delegate rate? Min: Max: What is the 24-hr delegate rate? Min: Max: (including bedroom, dinner, breakfast, lunch, tea/coffee)  6. Scheduling initial inspections Please state any times when an inspection would be inconvenient. This
Postcode: Tel no (inc area code): Fax no (inc area code):	will impact on the timing of your initial inspection, eg. current or planned renovation/refurbishment programmes: <b>7. Rating with other organisations</b> If applicable, please specify the organisation and current rating you hold:
Email address:	
2. Establishment operation details Is the establishment open all year round? YES NO	8. Anticipated star rating 1 2 2 3 3 4 5 5
If not, dates when closed: to Total number of bedrooms:	<b>9. Data Protection Act</b> (also see Terms and Conditions) By providing the requested data you consent to it being held and processed in accordance with clause 26 of the terms and conditions set overleaf.
Information restricted for AA use <b>3. Ownership details</b> Name of the owner (the "Applicant"): Address of the owner (if different from site address): Postcode:	<b>10. Declaration</b> I confirm I have read the Quality Standards. I apply for the establishment named to be considered for recognition by the AA. I confirm the information provided is correct and that I accept the terms and conditions set out overleaf. The applicant agrees to waive/refund the bed and breakfast rate on 'check out'. I wish to apply for: Hotel SIGNED: NAME: POSITION: DATE: <b>5 Star Hotel Ratification process</b> New applications for AA 5 Star Hotel Recognition are accepted on the understanding that a minimum of 2 overnight visits will need to be completed prior to confirmation of this rating and the applicant agrees to refund on 'check out' the AA Inspector's 2nd overnight visit expenses.
<b>4. Accommodation prices</b> Prices must include VAT and service charges where applicable	<b>11. Registration fee</b> I enclose the non-refundable registration fee, which includes VAT: f
Single room: Min:   Double room (2pp): Min:   Are the prices quoted above for the room only? Max:   Are the prices include breakfast? YES   NO If   NO, do prices include breakfast? YES   NO YES   Do prices include dinner? YES   NO YES   NO YES	Method of payment - please complete section A, B or C and tick the appropriate boxes A. Cheque payment  Please make cheques payable to AA Media Ltd and send together with this form to: AA Hotel Services, Fanum House, Basing View, Basingstoke RG21 4EA B. Card payment  You will receive an invoice. Please telephone credit control on 01256 492424 C. Direct Debit  Please complete enclosed Direct Debit mandate and return. Schedule to follow.



# AA Membership Benefits

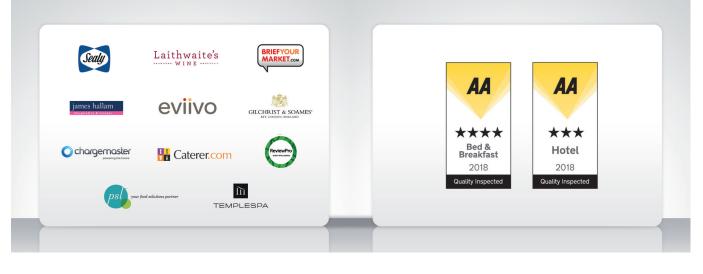
The AA Quality Scheme provides your business with the resources it needs to develop and succeed. We are proud to have been recognising the excellence of businesses for 110 years. The well-established and nationally recognised AA Star and Rosette ratings give your business an independent national quality marque from one of the UK's most trusted brands. In addition to our expert industry support and guidance we are proud to be able to offer you a range of exclusive scheme and partner benefits.

### **Your Benefits**

- Annual assessments carried out by your AA Inspector, who you can call on for their professional advice.
- Post-inspection discussion with your AA inspector. An opportunity to ask questions and discuss any feedback with the aim of improving the guest experience. We will share best practice and great ideas.
- ReviewPro dashboard to manage your online reviews, feedback and online reputation.
- Quarterly 'Quality Matters' magazine providing industry updates, events, and advice on how to improve your business

- Official star rating which is nationally recognised and awards certificates to display in your establishment.
- Benefit from the personal service provided by both the AA trained inspectorate and in house, UK based customer service and support team.
- Unlimited use of AA logos on your printed collateral and online through a smart logo validation service, allowing consumers to see your rating is authentic.
- Your own page on the AA.com including five photos and a free link to your own website.

- Eligibility for a wide range of awards including:
  - Breakfast & Dinner Awards
  - AA Rosettes for culinary excellence
  - Silver, Gold and Red Awards for hospitality and service
  - Eco Award, Housekeeper of the Year
- Inclusion in our B&B or Hotel Guides with the opportunity to add additional advertising.



Visit www.theaa.com/hotel-services/membership-benefits for more information



## Save at least 10% off your existing insurance renewal premium

This offer is from our insurance partner James Hallam Insurance who have been serving the hospitality industry since 1982. Their products offer many covers not usually available under standard insurance contracts and are designed to meet the needs of hospitality businesses. They also provide risk management advice to help reduce or eliminate risk within your business.

The offer is exclusively for AA members and subject to you having no claims or low claims over the last 3 years, having good quality risk management procedures and not being in a high risk flood or subsidence postcode. James Hallam Hospitality and Leisure and James Hallam Insurance Brokers are trading names of James Hallam Limited who are Authorised and Regulated by the Financial Conduct Authority.

> For more information please contact Tim Shadrach, David Noble or Sanjay Patel 020 7977 7881 quoting "AA Participants offer" Email: H&L@jameshallam.co.uk



## 25% off your first booking with Caterer.com

Hire the hospitality talent you need at all levels with one, simple, cost effective solution. Your business depends on you hiring the right people, but finding them can be tough.

Caterer.com offers one simple, cost effective solution that delivers relevant applications to all your jobs, at every level. Caterer.com is the UK's most effective specialist hospitality job board. Our investment in traffic and technology drives relevant candidates directly to your jobs. Plus, your roles on Caterer.com also appear on our partner site totaljobs, giving you access to an unrivalled pool of hospitality candidates.

> For more information email kathy.dyball@caterer.com quoting "AA Participants offer" Offer expires 31st March 2019 Web: www.caterer.com



# Free AA version on ReviewPro dashboard to manage online reviews, feedback and online reputation

ReviewPro is the leading provider of Guest Intelligence solutions for the hospitality industry and helps accommodation providers understand the impact and implications of guest feedback/reviews.

The AA ReviewPro on-line tool will help you to manage and respond to reviews and to priorities where action is needed for higher guest satisfaction and to manage your on-line reputation.

For more information Call:0207 193 0443 quoting "AA Participants offer" Email: theaa@reviewpro.com Web: www.reviewpro.com/theaa



# Free Electronic Vehicle Charging Point

Chargemaster is the UK's leading provider of electric vehicle (EV) charging infrastructure, AA-rated establishments are being offered an EV charge point free of charge, including installation and maintenance.

Establishments will require the following to be eligible:

- Sufficient parking bays available (2 per charge point)
- 24/7 access to the parking bays
- Sufficient power available
- Charge point publicly available



## 25% off all Sealy orders for 12 months starting from 1st April 2018<sup>\*</sup>

Sealy is the World's biggest bed brand, we operate globally in over 50 countries and have been making beds for over 130 years. In the UK, we are nestled in the beautiful surroundings of the Lake District in the small Cumbrian town of Aspatria. Sealy supply all types of hospitality properties ranging from B&B's to prestigious 5\* hotels. We are proud to be the AA's preferred supplier and in celebration of our new partnership, we are offering participants 25% off all Sealy orders placed within the next 12 months starting from 1st April 2018.

\*Cannot be used in conjunction with any other offer from Sealy beds.

To redeem this offer call 01582 400 331 and quote 'AA Chargemaster Offer and your establishment number' For more information call: 016973 24417 quoting AA0425 Web: www.sealy.co.uk



# Reduced setup fees for all participants

BriefYourMarket.com provides hospitality professionals with a truly multi-channel, GDPRcompliant marketing platform. We combine automated marketing with a comprehensive range of innovative e-marketing and print communication features that facilitate the delivery of professional communications to a business' customer base.

We enable businesses to maximise the value of their database by offering multiple customer touch-point opportunities, whilst also helping them to develop a better understanding of individual customer behaviour.



# Savings from £90 plus free delivery on four of Gilchrist & Soames luxury guest collections

Gilchrist & Soames is one of the most renowned bath and body brands in the world. Founded in London, we are proud to offer time-honoured formulations carefully blended with updated technologies and innovative processes; setting the highest standards for the toiletries market worldwide.

Exclusively for AA, we are offering four of our most loved product ranges at a discounted price of £200 per collection.

London Collection – crisp and clean, Spa Therapy – cleansing, moisturising, purifying, Essential Elements Bathe – rejuvenate and nourish, BeeKind - soothing and stylish

For more information and to book your free consultation Call: 0344 800 84 24 Web: briefyourmarket.com For information Call: 01733 384100 and quote AA18 Web: uk.gilchristsoames.com



# Your food solutions partner

PSL are your food solutions partner focused on food procurement, recipe costing and allergen management for the hospitality industry.

We have a team of experts of more than 70, equating to over 1,00 years of experience within the hospitality industry. Our success has been based on forming lasting relationships with our clients, as well as more than 150 accredited suppliers who help to ensure we continually supply the highest quality standards of food whilst controlling costs and increasing profit margins.



# 15% discount on the full eviivo suite subscription

For anyone with rooms to sell and a story to tell, eviivo suite makes taking bookings hassle free for all independent hotels, guest houses, B&Bs, holiday cottages and apartments.

Manage bookings from your website and all the leading travel sites in one simple click, confirm bookings and take payment, anytime, anywhere on any device.

For more information Call: 01926 315 111 quoting "AA Participants offer" Email: info@psl-uk.co.uk Web: www.yourpsl.com For more information Call: 0800 422 0088 quoting "AA Participants offer" Email: enquiries@eviivo.com Web: www.eviivo.com



## Buy luxury spa products for your face and body especially designed to leave you feeling beautiful

Exclusively developed – each and every Temple Spa product is created by us and with us. We never just take a formula "off the shelf" but we work with the best of breed to give us the texturearoma-performance objective of each product. There is a purpose to each product and each stands alone without duplication. Laithwaite's

## Introductory wine case offer, 12 bottles for £65 with free delivery and savings of over £53

It's no easy thing to become a Laithwaite's wine. The team taste around 40,000 each year of which only 800 or so make the grade.

We've picked 12 current customer favourites – and they're yours to enjoy for just £5.42 a bottle, saving over £53 on the case.

For more information Call: 01903 719429 quoting "AA Participants offer" Web: www.templespa.com

For more information Call: 03330 148 188 quoting XYN1A or visit www.laithwaites.co.uk/XYN1A

Visit www.theaa.com/hotel-services/membership-benefits for more information

HOTEL & HOSPITALITY SERVICES

AA

# Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to: AA Hotel Services, Fanum House, Basingstoke, Hants RG21 4EA.

## 1. Name and full postal address of your Bank or Building Society

Postcode
Postcode
6. Reference Number (to be completed by AA Hotel Services)           E
Please pay AA Hotel Services Direct Debits from the account detailed in this instruction subject to the safeguar assured by the Direct Debit Guarantee. I understand that this instruction may remain with AA Hotel Services and, if so, details will be passed electronically to my Bank / Building Society.
Signature(s)
Date

Bank and Building Societies may not accept Direct Debit Instructions for some type of accounts

# This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, AA Hotel Services will notify you 10 working days in advance of your account being debited or otherwise as agreed. If an error is made by AA Hotel Services or your bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



# **AA Recognition Terms and Conditions**

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 or Guest Accommodation in relation to which an application for recognition has been made.

"Hotels" means all applicant hotels, "Guest Accommodation" means all applicant Guest Accommodation.

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. If the Applicant is successful, the initial recognition year will commence upon confirmation of the appointment and end on the 31 December of that calendar year unless otherwise agreed between the parties in writing. Each subsequent recognition year commences on 1 January.

2. The AA 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 AA. The recognition criteria may vary from time to time and are only indicative of the matters the AA will consider and in no way restrict the AA's discretion with respect to 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 awards are again entirely discretionary and may be withdrawn by the AA 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.

4. In the event that the AA 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 applicable 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. Such sign(s) 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 of 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 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, and (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.

7. The AA name and trademarks are the property of the AA and other than as expressly granted 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 the AA.

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. Whilst the AA is providing its services under the recognition scheme the Applicant hereby grants to the AA the right to use and to allow other relevant people to use all data and information including photographs that are provided by the Applicant for all relevant purposes and media under the recognition scheme. The Applicant warrants that they are entitled to grant these rights.

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 errorsmade.

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. For each year of Establishment recognition the Applicant shall:-

11.1. Pay to the AA the annual recognition fee (and applicable taxes) by 28 January of the relevant recognition year, or quarterly if you have opted to do so;

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) ("Inspection"). The Applicant agrees that telephone calls made by the AA to arrange bookings for inspections may be recorded or the purposes of assessing quality; and

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. Any Hotel shall waive or refund the cost of the bed and breakfast for both the initial and subsequent Inspection(s) upon checkout. For the avoidance of doubt, the inspector will pay for all other expenses including meals (excluding breakfast), beverages and parking. Any Guest Accommodation Inspection shall be paid for in full by the inspector.

12.1 Hotels shall receive an annual overnight Inspection. Guest Accommodation applicants shall receive an overnight inspection once every four years and a day visit inspection all other years.

13. 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 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.

14. The Applicant understands and agrees that the annual recognition fee however payable whether at once or quarterly, is non returnable by the AA and relates to and is payable for the recognition, services and benefits that the Applicant and Establishment receives throughout the applicable 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.

15. 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 AA, 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.

16. If an Establishment is to be sold as a going concern and the new proprietor: 16.1.1does not want to continue with the recognition scheme, the AA rating will be withdrawn from and including the completion date of the Establishment transfer. The outgoing Applicant will be responsible for all and any recognition fees and applicable taxes that remain due.

16.1.2 The outgoing Applicant will also be responsible for the removal of any AA sign(s) and/or award(s) from the Establishment, and removing the AA logo and all references to the AA from, including but not limited to, the Establishment and any applicable marketing channels, websites, apps, stationery; or

16.1.3 does want to continue with the recognition scheme, the AA rating (but for the avoidance of doubt this does not include any AA awards) may be continued subject to the following:

 a. the outgoing Applicant has paid all fees in full for the current scheme year (any direct debits should remain active until any outstanding balance is paid);

 b. the Applicant has provided full forwarding contact details, full contact details of the new proprietor and the completion date that the Establishment will be transferring;

c. the new proprietor has made an AA recognition application and pays in full or by direct debit the relevant new application fee within 30 days of the completion date of the Establishment transfer; and

d. an AA inspection is carried out within approximately 8 weeks from receipt of such application and confirms the AA rating.

16.2 If the AA rating is to be continued in accordance with clause 15.1.2 and all fees are paid in full, the AA will use its discretion as to whether the outgoing Applicant is entitled to a pro rata refund for any complete months remaining in the current scheme year.

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

17.1 notification by the AA that the AA has withdrawn the Establishment's AA recognition; or

17.2 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.

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

18.1 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;
18.2 Following any material breach by the applicant of these terms and conditions.

18.3 Where the acts being of a serious nature of the Establishment, 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.

19. 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. For the avoidance of doubt the full recognition fee shall be payable by the Applicant for the recognition year notwithstanding termination by the Applicant during a recognition year.

20. 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.

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

21.1 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; 21.2 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;

21.3 make no further representation, in any form that the establishment holds or has held an AA recognition.

22. 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.

23. The AA may assign or novate this agreement to any other AA group company at any time.

24. 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.

25. 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.
26. 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.

27. 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. AA Media Limited

Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG214EA Registered Number: 06112600 England

#### PRIVACY NOTICE

This Privacy Notice does not form part of your terms and conditions.

#### Use of your Personal Data

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data. If you have a product or service with us, the AA company or companies which provide that product or service is the data controller and they are named in your product or service terms and conditions (usually at the start). The AA Group of companies means AA PLC, together with any entity in which AA PLC directly or indirectly has at least a 50% shareholding and where we act in support of the AA Charitable Trust for Road Safety and the Environment.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your product terms and conditions or going to the Contact Us section of our website.

#### 1. What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- Personal and contact details, such as title, full name, contact details and contact details history
- Your date of birth, gender and/or age; Your nationality, if needed for the product or service;
- Details of beneficiaries, such as joint policy holders, named drivers, beneficiaries of our products or services;
- Family members (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- Products and services you hold with us, as well as have been interested in and have held and the associated payment methods used:
- The usage of our products and services, any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data**, including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services; Vehicle information, such as make and model, faults, repairs
- and repair costs.
- Telematics and driving information about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- Driving school assessment, including feedback and analysis of your instructor;
- Information about your use of products or services held with our business partners, such as insurance policies, mortgage, savings or financial services and products;
- Information we obtained from third parties, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- Criminal records information, including alleged offences, for example if you apply for car insurance;
- Information about your health or if you are a vulnerable customer;
- Information about your property, such as location, value, number of rooms, property type and building work you've had done:
- Financial details about you, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- Details about all of your existing borrowings and loans, if relevant:
- Information about your employment status, if relevant;
- Information about your property occupier status, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application; Your residency and/or citizenship status, if relevant, such
- as your nationality, your length of residency in the UK and/or
- whether you have the permanent right to reside in UK; Your marital status, family, lifestyle or social circumstances, if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- Information we buy or rent from third parties, including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- Insights about you and our customers gained from analysis or profiling of customers;
- Where relevant, information about any guarantor which you provide in any application;

Third party transactions; such as where a person other than the account holder uses the service, information about that person and the transaction: and

#### 2. <u>What is the source of your personal information?</u>

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries of products and services;
- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- AA Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business; and
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

#### 3. What do we use your personal data for?

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services you have with us;
- Updating your records, tracing your whereabouts, and recovering debt:
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services • and internal processes:
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting; To monitor and to keep records of our communications with you
- and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and General Meeting ("AGM") processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service, metuding decland marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers ("Member Benefits") as well as to any other offers and advice we think may be of interest:
- To provide personalised content and services to you, such as experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust.
- 4. What are the legal grounds for our processing of your personal information (including when we share it with others)?

We rely on the following legal bases to use your personal data:

1)

Where it is needed to provide you with our products or services, such as:

- Assessing an application for a product or service you hold with a) us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach:
- Managing products and services you hold with us, or an b) application for one;
- Updating your records, tracing your whereabouts to contact you c) about your account and doing this for recovering debt (where appropriate);
- d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
- All stages and activities relevant to managing the product or e) service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and
- f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.

#### 2) Where it is in our legitimate interests to do so, such as:

- Managing your products and services relating to that, updating a) your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
- b) To perform, test the performance of, our products, services and internal processes;
- c) To follow guidance and recommended best practice of government and regulatory bodies;
- d) For management and audit of our business operations including accounting;
- To carry out monitoring and to keep records of our communications with you and our staff (see below); e)
- f) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes:
- For market research and analysis and developing statistics; g)
- h) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and services. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
- Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of i) providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
- For some of our profiling and other automated decision making; j) and
- When we share your personal information with these other k) people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.

#### 3) To comply with our legal obligations

#### 4) With your consent or explicit consent:

- For some direct marketing communications;
- b) For some of our profiling and other automated decision making; and
- c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.

#### 5) For a **public interest**, such as:

Processing of your special categories of personal data such as about your health, criminal records information (including a) alleged offences), or if you are a vulnerable customer.

#### 5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;

Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions; and

Market research organisations who help us to develop and improve our products and services.

#### 6. How and when can you withdraw your consent?

Where we're relying upon your consent to process personal data, you can withdraw this at any time by contacting us using the contact details in your terms and conditions or going to the Contact Us section of our website.

#### 7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

#### What should you do if your personal information changes?

You should tell us so that we can update our records. The contact details for this purpose are in your terms and conditions. We'll then update your records if we can.

#### 9. Do you have to provide your personal information to us?

We're unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

#### 10. Do we do any monitoring involving processing of your personal information?

In this section, monitoring means: any listening to, recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above

#### 11. What about other automated decision making?

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to decide: whether to offer you a product or service, to determine the risk of doing so, the price we will offer, what terms and conditions to offer you, assess business risks, or to assess what payment methods we can offer you. We may also do this using data from other parts of the AA, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

#### 12. For how long is your personal information retained by us?

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

#### 13. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right to be informed about your processing of your personal information:
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed;
- The right to object to processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased (the "right to be forgotten");
- The right to **request access** to your personal information and to obtain information about how we process it:
- The right to move, copy or transfer your personal
- Rights in relation to **automated decision making which has a** legal effect or otherwise significantly affects you.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - https://ico.org.uk/. You can contact our DPO for more details on all the above.

#### 14. Your right to object

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You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your terms and conditions to exercise these rights.

#### 15. What are your marketing preferences and what do they mean?

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

#### Changes to our privacy practices

We may change our privacy notice from time to time. We encourage you to check the policy for changes whenever you visit our website – https://www.theaa.com/

#### **Contact Us**

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your product terms and conditions or you can go to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email dataprotection@theaa.com.