

# Membership Benefits for AA recognised Self Catering Scheme Fees

The AA has been inspecting and recommending accommodation since 1908, and is offering the AA Self Catering recognition scheme in line with the common quality standards.

The knowledge and experience of the AA's inspectorate is unrivalled, and an AA rating is one of the most trusted forms of recognition in the hospitality industry.



## Exclusive AA benefits include:

- ✓ An initial day visit from an AA inspector\* and report followed by visit alternate years with report
- ✓ An AA star rating
- ✓ Annual classification certificate and window sticker
- ✓ Dedicated page on the travel and accommodation listings pages on theAA.com
- ✓ Includes direct line from theAA.com to your own website
- ✓ Subscription to intouch, the members' newsletter
- ✓ Use of widely recognised AA logos and a range of other signs available
- ✓ Display up to 5 images on theAA.com

## PLUS...

A whole range of fantastic offers and opportunities from other AA businesses and our partners within the hospitality industry (see overleaf for details)

## 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 nonincorporated) 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. Each 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 Such awards are again entirely discretionary and may be withdrawn by the AA at any time.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; 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 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 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. 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). 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. 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 3<sup>rd</sup> 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 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.

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 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.

15. If an Establishment is to be sold as a going concern and the new proprietor:

15.1.1 does 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. 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, stationary; or

15.1.2 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:

- 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);
- 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;
- 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
- an AA inspection is carried out within approximately 8 weeks from receipt of such application confirms the AA rating.

15.2 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 prorata refund for any complete months remaining in the current scheme year.

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

16.1 notification by the AA that the AA has withdrawn the Establishment's AA recognition; 16.2 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.

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

17.1 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;

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

17.3 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.

18. 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.

19. 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.

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

20.1 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;

20.2 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; and

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

21. 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.

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

23. 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.

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

25. 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.

26. 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.

27.1 Any personal data you provide will be held securely and in accordance with the Data Protection Act 1998. The AA will use your personal data for the purpose(s) for which you have provided it. It may also be used for marketing, offering renewals, research and statistical purposes and crime prevention.

27.2 The AA may however need to disclose personal data to a third party so that the service you requested could be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, the AA will endeavour to ensure that any recipient of your data will treat it with the same level of protection as the AA would.

27.3 Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

27.4 If you give the AA information about another person, in doing so you confirm that they have given you permission to provide it to the AA to be able to process their personal data (including any sensitive personal data) and also that you have told them who the AA are and what the AA will use their data for, as set out in this notice.

27.5 In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you by formal written application to the AA's Data Protection Officer, at Fanum House, Basing View, Basingstoke, RG21 4EA.

27.6 By providing the AA with your personal data and contact details, you consent to the use of that data and to your being contacted by any AA group company, by post, telephone, e-mail, SMS or other electronic means, to inform you about products and services which it considers may be of interest to you. However you can contact the AA Data Protection Officer in writing at any time to suppress some or all AA products.

27.7 We may monitor and record communications with the Applicant (including phone conversations and emails) for quality assurance, legal, compliance and training purposes. AA Media Limited Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA registered number: 06112600 England