

## AA BRAND LICENCE (“BRAND LICENCE”)

### DEFINITIONS

“**Applicant**” means the person(s) or body (incorporated or non-incorporated) who is a member of the AA’s Recognition Scheme or who has a current AA award and who wishes to utilise the Authorised Marks under the terms of this Brand Licence;

“**AA’s Recognition**” or “**AA’s Recognition Scheme**” means the hotel, guest accommodation, self catering, caravan & camping which is currently a member of the relevant recognition scheme.

“**Authorised Mark**” means the specific AA rating logo and/or any AA award logo; and

“**Establishment**” means the hotel, guest accommodation, self catering or campsite in relation to which an application for AA Recognition has been made by the Applicant and is current. ‘Establishment’ may also mean a restaurant which is not a member of a scheme but has been awarded an AA Rosette.

### GRANT OF RIGHTS

1. The AA grants to the Applicant a non-exclusive, non-transferable, royalty free licence to use the Authorised Mark solely for the purpose of providing the AA Recognition for the Establishment. The Applicant shall be permitted to sub-licence use of the Authorised Mark to a third party but shall ensure that any such third party abides by the terms of this Brand Licence and that any sub-licence is on the same terms as this Brand Licence. The Applicant shall remain liable for the use of the Authorised Mark by the third party.
2. Except where permitted in writing by the AA, the Applicant shall not use the Authorised Mark licensed to it pursuant to this Brand Licence for any purposes other than as set out in this Brand Licence. All use of the Authorised Mark by the Applicant shall be for the benefit of the AA.
3. The Applicant acknowledges and agrees that its use of the Authorised Mark is subject to the following condition:
  - (a) the AA may at any time by notice to the Applicant withdraw any of the Authorised Mark (in part or whole) from use and the Applicant agrees that it shall expedite such withdrawal and remove all instances of such use from the AA Recognition Scheme as soon as reasonably practicable.
4. The Applicant must use the Authorised Mark strictly in the form stipulated by the AA from time to time as to colour and size of the representation of the Authorised Mark.
5. The Applicant shall not use any mark or name confusingly similar to the Authorised Mark in respect of any similar goods or services and shall not use the Authorised Mark on any goods or services other than the AA Recognition for the Establishment.
6. The Applicant undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of (or application for registration of) any of the Authorised Mark.
7. The Applicant will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Authorised Marks except under the terms of this Brand Licence and acknowledges that nothing in this Brand Licence shall give the Applicant any right, title or interest in or to the Authorised Marks.