



# Application for AA Recognition **Bed and Breakfast**

Publicly available information - this information may be made available worldwide

## 1. Establishment details

Manager's Tenant's name:

(if different from the owner's details below)

Establishment name:

Address:

Postcode:

Tel no (inc area code):

Email address:

Website address:

## 2. Establishment operation details

Is the establishment open all year round? YES  NO

If not, dates when closed: \_\_\_\_\_ to \_\_\_\_\_

Total number of bedrooms: \_\_\_\_\_

Number with ensuite bath / shower and WC: \_\_\_\_\_

Number with private bath / shower room and WC: \_\_\_\_\_

Number without ensuite, private bathroom or wash hand basin: \_\_\_\_\_

Information restricted for AA use

## 3. Ownership details

Name of the owner (the "Applicant"):

Address of the owner (if different from site address):

Postcode:

## 4. Accommodation prices

Prices must include VAT and service charges where applicable

Single room: Min: \_\_\_\_\_ Max: \_\_\_\_\_

Double room (2pp): Min: \_\_\_\_\_ Max: \_\_\_\_\_

Are the prices quoted above for the room only? YES  NO

If NO, do prices include breakfast? YES  NO

Do prices include dinner? YES  NO

Do you accept credit cards? YES  NO

## 5. Scheduling initial inspections

Please state any times when an inspection would be inconvenient. This will impact on the timing of your initial inspection, eg. current or planned renovation/refurbishment programmes:

## 6. Rating with other organisations

If applicable, please specify the organisation and current rating you hold:

Anticipated Star Rating (please select one):

3            4            5

## 7. Data Protection Act (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.

## 8. Declaration

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.

I wish to apply for Guest Accommodation

I have read the Quality Standards:

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

## 9. Recognition fee

I enclose the **non-refundable registration fee**, which includes VAT:

£ \_\_\_\_\_

**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, Grove House, Lutyens Close, Chineham Court, Basingstoke RG24 8AG

**B. Card payment**

You will receive an invoice. Please telephone credit control on 01733 207324

**C. Direct Debit payment**

Please complete enclosed Direct Debit mandate and return. Schedule to follow.

## AA Recognition Terms and Conditions

In these terms and conditions the "AA" means AA Media Limited of Grove House, Chineham Court, Basingstoke, Hampshire, RG24 8AG, 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 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 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) ("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:

16.1.1 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.

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: Grove House, Chineham Court, Basingstoke, Hampshire RG24 8AG Registered Number: 06112600 England

## PRIVACY NOTICE

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

### Use of your Personal Data

#### 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. What is the source of your personal information?

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 compliance obligations or administration required for Annual 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. We'll send 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 tailoring our products and services, our digital customer 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:

- a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
  - b) Managing products and services you hold with us, or an application for one;
  - c) Updating your records, tracing your whereabouts to contact you 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;
  - e) All stages and activities relevant to managing the product or 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:
- a) Managing your products and services relating to that, updating 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;
  - e) To carry out monitoring and to keep records of our communications with you and our staff (see below);
  - 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;
  - g) For market research and analysis and developing statistics;
  - 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);
  - i) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
  - j) For some of our profiling and other automated decision making; and
  - k) When we share your personal information with these other 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**:
- a) 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:
- a) Processing of your special categories of personal data such as about your health, criminal records information (including 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.

## **8. 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 information** ("data portability"); and
- 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**

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 Media Limited Grove House, Chineham Court, Basingstoke, RG24 8AG.