



Application for **Quality Assessed**

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 bath and/or shower and WC: _____

Number with private bath and/or shower and WC: _____

Number without ensuite, private bath or wash hand basin: _____

Are all your bedrooms ensuite? YES NO

Do you serve dinner? YES NO

Do you hold a full liquor licence? YES NO

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

Do your prices relate to

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. Rating with other organisations

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

6. 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 27 of the terms and conditions set overleaf.

7. Declaration

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: Bed and Breakfast Hotel

SIGNED: _____ NAME: _____

POSITION: _____ DATE: _____

8. Payment

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

£ _____

Method of payment - please complete section A or B 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, Chineham, Basingstoke RG24 8AG

B. Card payment

You will receive an invoice. Please telephone credit control on 01733 373121

Terms & Conditions - AA Advertised Membership (with/without visit)

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 advertised by the AA in the agreed media and be an AA Advertised Member; and the "Establishment" means the hotel, private hotel, guest house, farmhouse or inn in relation to which an application for marketing 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 the Establishment to be marketed in the agreed media. For the avoidance of doubt where publication of any media has already taken place, the Establishment will not be advertised until the next version of that media is published provided the Applicant is still an AA Advertised Member at that time.
2. The positioning of the advertisement for the Establishment on or in any media and whether the Establishment appears listed as a hotel or as a Bed and Breakfast is at the complete discretion of the AA and may be amended by the AA at any time. Where the AA has listed the Establishment as a Bed and Breakfast, the word 'hotel' shall not be used in the Establishment's name in any AA advertisement. Where the AA has listed the Establishment as a hotel the words 'Bed and Breakfast' shall not be used in the Establishment's name in any AA advertisement.
3. For AA Advertised Membership the Applicant will provide AA with a completed questionnaire and an appropriate photograph of the Establishment. The Applicant gives permission to the AA or its representatives to use the information provided by the Applicant to put together an advertisement for the Establishment for inclusion in the agreed media with wording used to be at the discretion of the AA.
4. In the event that the AA agrees to market an Establishment and the registration fee together with the applicable annual renewal fee as notified to the Applicant from time to time, has been or is paid to the AA, then the Applicant shall be entitled:
 - 4.1 if requested and agreed, to order and display an "AA Advertised" sign(s) at the site of the Establishment. Any such sign(s) must be obtained from the AA and will require payment of the relevant rental and delivery fee. The sign(s) will remain the property of the AA, but the Applicant will maintain the sign(s) in good order and be responsible for repairing and replacing the sign(s) in the event of damage. The Applicant shall also be responsible for ensuring that any local planning authority regulations are complied with in relation to the sign(s).
 - 4.2 to display an accurate reproduction of the "AA Advertised" logo on the Establishment's letterheads, brochures and appropriate promotional material in a manner which correctly indicates that the Establishment is advertised by the AA from time to time.
5. Other than confirmation that it is advertised by the AA the Applicant shall not hold itself out as being recommended, recognised, or rated by the AA in any way whatsoever. The Applicant shall ensure that it complies with all laws and regulations in connection with any promotion of the fact that it is advertised by the AA.
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, (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, and (iii) the Applicant will be fully responsible for the terms (description, price, and compliance with applicable laws) of any contract with customers who have seen the advertisement for the Establishment on AA media.
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 not misleading and that it will notify the AA promptly of any changes to such information.
9. Whilst the AA is providing its marketing services for the Applicant, 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 in the agreed media. The Applicant warrants that they are entitled to grant these rights and that it will indemnify AA against all losses, costs, expenses, damages or claims resulting from any claim or threatened claim by a third party that the AA is not entitled to use the data or photographs provided by the Applicant.

10. Whilst the AA will use all reasonable endeavours to ensure the accuracy of any entry relating to the Applicant's Establishment in the AA's media, 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 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 as soon as reasonably practicable.

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 renewal fee paid 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 to the Applicant 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. During each year of the Applicant being an AA Advertised Member the Applicant shall:

11.1 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;

11.2. 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;

11.3. investigate promptly any complaint or dispute received by the AA in regard to the Establishment, and deal directly with any client in the resolution of such complaint or dispute; and

11.4. pay to the AA, within 28 days of the relevant invoice, the annual renewal fee and any further fee that may be required including without limitation those in connection with advertising and the rental of any AA sign.

12. The Applicant warrants that it is fully entitled and authorised to enter into an 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.

13. The Applicant understands and agrees that the annual renewal fee, is non returnable by the AA and relates to and is payable for the advertising, services and benefits that the Applicant and Establishment receive throughout the 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. If an Establishment is to be sold as a going concern and the new proprietor:

14.1.1 does not want to continue with any AA recognition scheme, any AA award 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, stationery; or

14.1.2 does want to continue with an AA recognition scheme, the AA award may not be transferred and the new proprietor must make a new application for such. If the AA award is granted in accordance with this clause 14.1.2 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 if the following criteria is met:

- 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; and
- 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.

15. The Applicant's AA Advertised Membership and right for the Establishment to be advertised on the agreed AA media and any other agreed benefits will immediately terminate if the Applicant goes into liquidation other than a voluntary liquidation for purposes of reconstruction or if a manager, receiver or encumbrancer takes possession of or is appointed over the whole or a substantial part of the Applicant's assets or if the Applicant enters into an arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement) or a petition is presented or a meeting is convened for the purpose of making an administration order or if the Applicant ceases to carry out his business or if the Applicant becomes insolvent.

16. The AA shall be entitled to terminate the AA Advertised Membership forthwith by notice in writing:

16.1 where the Applicant has not paid any applicable annual renewal fee (or part thereof) which has accrued due to the AA in accordance with clause 11.4 or otherwise under these terms and conditions or any other agreement with the AA with respect to the payment thereof;

16.2 following any material breach by the Applicant of these terms and conditions;

16.3 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; and

16.4 where a complaint is made to the AA about an Establishment or a claim is made that the information provided by the Applicant and used in any advertisement relating to the Establishment is inaccurate.

17. The Applicant shall be entitled to terminate the advertisement agreement at any time on the giving to the AA of at least 28 days notice in writing. For the avoidance of doubt the full renewal fee shall be payable by the Applicant for the year notwithstanding termination by the Applicant during that year where no refund will be made to the Applicant by AA. Following termination AA will remove the advertisement relating to the Establishment from the agreed media as soon as reasonably practicable.

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

19. On termination of the AA Advertised Membership, howsoever caused, the Applicant shall immediately:

19.1 at the Applicant's own expense remove any AA sign(s) from the Establishment site and return it to the AA;

19.2 make no further use of, and withdraw from circulation, any documents or other material (including, but not limited to, headed writing paper and promotional brochures) showing the "AA Advertised" logo or otherwise indicating an existing or past AA connection with the AA;

19.3 make no further representation, in any form that the Establishment is advertised, recommended or rated by the AA or has any other link with the AA.

20. In the event that the AA Advertised Membership is terminated the AA shall be entitled to remove any advertisement for the Establishment from any of its media with immediate effect and the Applicant shall not be entitled to any refund.

21. If, after 28 days following termination of the AA Advertised Membership and right for the Establishment to be advertised on the agreed AA media, the Applicant has not returned any AA 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. 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 non-exclusive 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