

Terms & Conditions Serviced Accommodation

In these terms and conditions ("Terms and Conditions"):

"AA" means AA Media Limited (registration number: 1878835) of Grove House, Chineham Court, Basingstoke, Hampshire, RG24 8AG, including its successors in business and assignees; "AA Recognition" or "AA Recognition Scheme" means the accommodation recognised by the AA recognition scheme in the relevant Recognition Year;

"Agreement" means the agreement between the AA and the Applicant for the Applicant to be a member of the AA Recognition Scheme on the terms set out in these Terms and Conditions and on the application overleaf;

"Applicant" means the person(s) or body (incorporated or non-incorporated) who or which applies to have an Establishment recognised by the AA Recognition Scheme; "Establishment" means the serviced accommodation/apartment in relation to which an application for AA Recognition has been made by the Applicant;

"Materials" means any photographs, data, information, copy or artwork regarding the Establishment that the Applicant has provided to the AA;

"Recognition Fee" means the annual sum payable by the Applicant in respect of AA Recognition for a full Recognition Year payable and as may be invoiced by the AA throughout this Agreement; and

"Recognition Year" means a calendar year (or part thereof) during which the Establishment is part of the AA Recognition Scheme in accordance with this Agreement.

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 (the "First Inspection"). Prior to the First Inspection, the Applicant shall complete the AA database questionnaire and return to the AA, together with a photograph of the Establishment (in such format as the AA may reasonably require). The Applicant confirms that, by providing the Materials to the AA, it owns all right, title and interest in the Materials and it grants the AA, each of its group companies and any of their respective agents or licensees from time to time an irrevocable, non-exclusive, royalty free licence to use such Materials in whole or part: (a) in any publications (including those in printed, digital and/or electronic format, in existence now or created in the future) relating in whole or part to accommodation which they publish from time to time and to distribute, sell, licence, advertise, promote and otherwise exploit such publications world-wide; and (b) on and in any website published by any of them from time to time which relates in whole or part to such accommodation.

2. The AA will give consideration to the content of the inspection report generated as a result of the First Inspection but any decision as to whether or not the AA includes the Establishment in the AA Recognition Scheme, including any quality standards rating or quality scoring of the Establishment, is entirely at the discretion of the AA. The AA Recognition Scheme criteria may vary from time to time and are only indicative of the matters the AA will consider and in no way restricts the discretion of the AA as to whether or not the Establishment is included in the AA Recognition Scheme. From time to time the AA may make special awards to an Establishment in recognition of particular merit or of standards being achieved. Such special awards are awarded at the sole discretion of the AA and may be withdrawn at any time.

3. The Applicant gives permission to the AA and/or its representatives to enter the Establishment for the purpose of: (a) conducting the First Inspection in accordance with these Terms and Conditions; (b) conducting any further inspections the AA wishes to make at any time during a Recognition Year including (without limitation) to take photographs of the Establishment. The copyright and all other intellectual property and proprietary rights, title and interest in such photographs and any other materials or information created by or on behalf of the AA during any such inspection shall vest in the AA.

4. The AA may, in its absolute discretion, alter or withdraw the AA Recognition of the Establishment, including any rating or quality scoring, at any time following an inspection carried out by or on behalf of the AA and the Applicant shall observe and be bound by such alteration or withdrawal. The AA may, but shall not be required to, give the Applicant an opportunity to rectify any issues identified by the AA or its agent upon inspection of the Establishment within such period as the AA specifies, prior to exercising its right to alter or withdraw the AA Recognition of the Establishment.

5. In the event that the AA includes an Establishment under the AA Recognition Scheme and subject to all applicable Recognition Fees and other fees due to the AA in accordance with these Terms and Conditions having been paid to the AA, then the Applicant shall, for the duration of this Agreement, be entitled:

5.1 to order from the AA and display the AA Recognition sign specified by the AA at the Establishment site subject to: i) the payment of the relevant rental fee, and ii) the Applicant complying with the terms and conditions referred to on the AA sign order form to be completed by the Applicant (the "Sign Order Form"); and

5.2 to display an accurate reproduction of the 'AA' logo and/or 'AA' awards on the Establishment's letterheads, brochures and appropriate promotional material for the Establishment (including but not limited to digital channels) in the manner specified by the AA from time to time so as to indicate the AA Recognition for the Establishment from time to time.

6. The Applicant shall ensure that it complies with all laws and regulations in connection with Establishment or on any material relating to the Establishment which incorporate any trademarks, trade names, logo or other get up of AA or any of its group companies other than such AA Recognition signs during the relevant Recognition Year as may be ordered by and

supplied to the Applicant pursuant to Clause 5.1 above; and (b) an accurate representation of the 'AA' logo and/or 'AA' awards on any materials relating to the Establishment in accordance with clause 5.2 above and any such display shall comply fully with the terms specified by the AA from time to time; and (v) it and any other persons who are employed by or otherwise associated with the Establishment act in a way which promotes the business, interests, name, trademarks, reputation and goodwill of the AA and its group companies.

7. The Applicant hereby warrants and represents and acknowledges it is fundamental to this Agreement that: (i) the Establishment and the management of it will at all times comply with all applicable laws and regulations from time to time including those relating to disability, access, discrimination and health and safety; (ii) all necessary and appropriate policies of insurance (including, without limitation, those that cover occupiers and other persons liability) have been procured in relation to the Establishment and shall be maintained; (iii) the Applicant will be fully responsible for ensuring that the terms (including but not limited to those relating to description and price of accommodation at the Establishment) of any contracts with customers are accurate, up to date and comply with all applicable laws and regulations; and (iv) it shall not display any signs at the Establishment or on any material relating to the Establishment which incorporate any trademarks, trade names, logo or other get up of AA or any of its group companies other than such AA Recognition signs during the relevant Recognition Year as may be ordered by and supplied to the Applicant pursuant to Clause 5.1 above; and (b) an accurate representation of the 'AA' logo and/or 'AA' awards on any materials relating to the Establishment in accordance with clause 5.2 above and any such display shall comply fully with the terms specified by the AA from time to time; and (v) it and any other persons who are employed by or otherwise associated with the Establishment act in a way which promotes the business, interests, name, trademarks, reputation and goodwill of the AA and its group companies..

8. The 'AA' name and all trademarks, trade names, logos, get up and goodwill associated with the same are the property of AA Brand Management Ltd ("AABML") and other than as expressly stated in Clause 5 above, the Applicant shall not obtain any right, title or interest in or to the same. The benefit of all use of the 'same shall inure to the AABML.

9. The Applicant warrants that any information provided by it or on its behalf to the AA in relation to or in connection with the Establishment is accurate and complete. The Applicant shall be responsible for checking all information relating to the Establishment on the AA.com website from time to time and will notify the AA promptly in writing by email of any errors or omissions in such information.

10. Whilst the AA is providing its services under the AA Recognition Scheme, the Applicant hereby grants to the AA the right to use, and to allow its group companies, agents and/ or licensees to use, the Materials for the purposes specified in Clause 1. The Applicant warrants to the AA that it is entitled to grant such rights and that the use of the same by the AA and/or any of its group companies, agents and/or licensees shall not infringe the intellectual property or proprietary rights of a third party or otherwise contravene any applicable laws. The Applicant further warrants that any moral rights, which may exist now or in the future, in the Materials are waived.

11. Whilst the AA will use its reasonable endeavours to ensure the accuracy of any entry relating to the Establishment which it publishes (including but not limited to in printed, digital and electronic format in any publications and on any website) accurately reflects the Materials, the Applicant acknowledges and agrees that the AA shall not be responsible for any errors or omissions in such information and the AA shall not be liable for any loss, damage, cost or expense incurred by the Applicant in relation to such errors or failure. Notwithstanding the foregoing, the AA shall, as a matter of goodwill, take reasonable steps to rectify any such errors or failure.

11.1. Without prejudice to Clause 11 and subject to Clauses 11.2 and 11.3, 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 by a duly authorised representative of the AA, be limited to the amount of the Recognition Fee paid or payable by the Applicant to the AA with respect to the Establishment in the Recognition Year during which the incident or series of connected incidents giving rise to such liability occurred.

11.2 In no circumstances shall the AA be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever caused, for any: i) increased costs or expenses on the part of the Applicant or any other person; ii) loss of profit, business, contracts, revenues, anticipated savings, goodwill or reputation; or iii) special, indirect or consequential loss or damage of any nature whatsoever.

11.3 Nothing in these Terms and Conditions shall exclude, or be deemed to exclude, the AA's liability for death or personal injury resulting from negligence or for any other liability which cannot be excluded by law.

12. In respect of each Recognition Year, the Applicant shall:

12.1 pay to the AA the full Recognition Fee (plus VAT at the prevailing rate as at the date of the invoice), by 28 January of the relevant Recognition Year. For the avoidance of doubt, the full Recognition Fee remains payable by the Applicant if the Establishment ceases to be part of the AA Recognition Scheme at any time and for any reason during the Recognition Year;

12.2 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;

12.3 supply to the AA such information relating to the Establishment including (without limitation) regarding its employees, agents and/or representatives as the AA may reasonably require upon request or as otherwise required by these Terms and Conditions;

- 12.4 investigate promptly any complaint or dispute received by the AA in regard to the Establishment, and co-operate fully with the AA in the resolution of such complaint or dispute;
- 12.5 allow and facilitate access to employees, agents and/or representatives of the AA to the Establishment from time to time for the purposes of any inspection which the AA wishes to carry out in connection with the AA Recognition of the Establishment (existing or prospective). The Applicant agrees that telephone calls made by the AA to arrange bookings for inspections may be recorded for assessing quality and training purposes;
- 12.6 pay to the AA, on receipt of the relevant invoice and in accordance with any specified payment terms, any fee that may be due in relation to this Agreement including without limitation those in connection with any advertising of the Establishment and the rental of the AA Recognition sign or signs.
13. The Applicant warrants that it is fully entitled and authorised to enter into this Agreement with the AA in accordance with these Terms and Conditions and, in particular, that any licence that the Applicant grants to the AA pursuant to this Agreement does not infringe any intellectual or proprietary rights of, or contravene any agreement the Applicant has entered into with, any third party. The Applicant hereby agrees to indemnify the AA in full and on demand against all losses, costs, expenses, damages, claims and other liabilities, howsoever arising and whether direct, indirect or consequential, resulting from the Applicant's breach of clauses 1, 5, 6, 7, 9, 10, 12, 13, 14, 20, 21, 27 and/or 28 of these Terms and Conditions.
14. The Applicant understands and agrees that the Recognition Fee [(whether made in one payment or by agreed quarterly by direct debit), is non-returnable by the AA, and relates to and is payable for the AA Recognition, services and benefits that the Applicant and Establishment receives during the applicable Recognition Year (or part) in which the Establishment is part of the AA Recognition Scheme. Unless this Agreement and the AA Recognition for the Establishment is terminated in accordance with clauses 16, 17 or 18 below, the AA Recognition will automatically renew on 1 January each Recognition Year and an invoice for Recognition Fees and related fees will be despatched accordingly, which the Applicant shall pay in accordance with the payment terms on the invoice, unless the AA receives at least 28 days' notice in writing from the Applicant that it no longer wishes to participate in the AA Recognition Scheme before 1 January of the new Recognition Year
15. 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.
16. This Agreement (and the AA Recognition for the Establishment) shall terminate immediately upon the occurrence of any of the following events:
- 16.1 notification by the AA that the AA has withdrawn the AA Recognition for the Establishment;
- 16.2 any change in ownership or control of the Applicant or Establishment, whether this is in relation to the immediate owner or any parent organisation (unless the AA has given its prior written consent to such change of ownership or control);
- 16.3 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 or is otherwise unable to pay its debts as and when they fall due; or
- 16.4 there is a breach of Clause 28.
17. The AA shall be entitled to terminate the AA Recognition of the Establishment forthwith by notice in writing to the Applicant:
- 17.1 in the event that the Applicant has not paid any Recognition Fee (or part thereof) which is due to the AA pursuant to the terms of this Agreement 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 (which shall include, without limitation, any breach of clauses 3, 5, 6, 7, 9, 10, 12, 13, 14, 27 and/or 28);
- 17.3 in the event that the Applicant or any other person who is employed by or otherwise associated with the Establishment is, in the reasonable opinion of the AA, directly or indirectly damaging or otherwise having a material adverse effect on the business, interests, name, trademarks, reputation and/or good standing of the AA or any of its group companies or is reasonably likely to do so; or
- 17.4 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. Without prejudice to the foregoing the AA may (but shall not be required) to investigate any such complaint or claim and if it believes such complaint or claim is genuine, to give the Applicant the opportunity to rectify any issues brought to the attention of the AA by the complaint or claim.
18. The Applicant shall be entitled to terminate this Agreement and the AA Recognition of the Establishment at any time on the giving to the AA at least 28 days' notice in writing. For the Conditions at any time and all such changes shall be binding upon the Applicant from the date the revised Terms and Condition are made publicly available by the AA save that any substantial changes to the Terms and Conditions will not be binding until 14 days' after the date AA notifies the Applicant of the same. The AA's failure to enforce or rely on any of provision of these Terms and Conditions on a particular occasion or occasions will not act as a waiver of the AA's rights thereunder and will not prevent the AA from subsequently relying on or enforcing them.
19. Any termination of this Agreement, howsoever occasioned, is without prejudice to any right, remedy, obligation or liabilities of a party then accrued, including, without limitation, the AA's right to any Recognition Fee (or part thereof) and fees for the rental of the AA Recognition signs and any advertising fees which has been invoiced and in relation to which payment has not been received.
20. On termination of this Agreement, howsoever caused, the Applicant shall immediately:
- 20.1 comply with the terms and conditions of the Sign Order Form, in particular (unless otherwise post, telephone, e-mail, SMS or other electronic means, to inform them about products and notified in writing by the AA), at the Applicant's own expense within 28 days of such termination, by removing all references to the AA and/or its group companies from websites promoting the Establishment and from all other media channels utilised by the Applicant to promote the Establishment and by removing all signs displaying the 'AA' logo or 'AA' awards from the Establishment (including the AA Recognition signs) and securely disposing of the same;
- 20.2 make no further use of, and (to the extent reasonably possible) withdraw from circulation, any information, documents or other material (including, but not limited to, headed writing paper, promotional brochures, leaflets and advertisements) showing the 'AA' logo or 'AA' awards or otherwise indicating an existing or past AA Recognition;
- 20.3 make no further representation, in any form, that the Establishment holds or has held an AA Recognition; and
- 20.4 confirm to the AA in writing that it has complied with Clauses 20.1 to 20.3 above.
- 20.5 Clauses 1, 8, 10, 11, 19, 20, 21, 23, 24, 25 and 28 shall survive termination of this Agreement, howsoever arising.
21. If, after 28 days following termination of the AA Recognition for the Establishment, the Applicant has not complied with its obligations pursuant to Clause 20:
- 21.1 the Applicant shall allow the employees, agents or representatives of the AA such access as they require to the Establishment to remove all signs displaying the 'AA' logo or 'AA' awards (including any AA Recognition signs) displayed on the Establishment. The Applicant shall pay to the AA all costs and expenses thereby incurred; and
- 21.2 the AA shall be entitled to invoice the Applicant a sum equal to the Recognition Fee which would have been payable if this Agreement had not been terminated, for any period during which the Applicant remains in breach of its obligations pursuant to Clause 20.
- 21.3 The AA may but shall not be obliged to reinstate any recognition of the Establishment under the AA Recognition Scheme following the Establishment ceasing to be part of the scheme.
22. The AA may assign, novate, subcontract or otherwise transfer all or any of its rights and/or obligations under this Agreement to any of its group companies at any time.
23. This Agreement supersedes and replaces any and all prior arrangements, whether oral or written, between the AA and the Applicant relating to the AA Recognition of the Establishment and sets out the entire agreement between the parties in respect of the Applicant's application for the Establishment to be recognised under and any actual recognition of the Establishment under the AA's Recognition Scheme. No amendment to these Terms and Conditions shall be effective unless agreed in advance in writing by an authorised representative of the AA. The AA reserves the right to amend these Terms and Conditions at any time and all such changes shall be binding upon the Applicant from the date the revised Terms and Condition are made publicly available by the AA save that any substantial changes to the Terms and Conditions will not be binding until 14 days' after the date AA notifies the Applicant of the same. The AA's failure to enforce or rely on any of provision of these Terms and Conditions on a particular occasion or occasions will not act as a waiver of the AA's rights thereunder and will not prevent the AA from subsequently relying on or enforcing them.
24. These Terms and Conditions are governed by and to be interpreted in accordance with the English law and each of the AA and the Applicant submit to the exclusive jurisdiction of the English courts in relation to any issue, dispute or claim arising under them.
25. Nothing in these Terms and Conditions shall confer, or is intended to confer, on any third party (other than any group companies, agents and/or licensees of the AA under clauses 1, 8, 9, 10 and/or 27) any benefit or the right to enforce any term under the Contracts (Right of Third Parties) Act 1999, as may be amended or replaced from time to time.
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 or any delay in performing any of its obligations under these Terms and Conditions because of circumstances beyond its reasonable 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 Personal Data
- 27.1 If the Applicant gives the AA information about another person, in doing so the Applicant warrants that: (a) such person has (i) given the Applicant permission to provide such data to the AA; and (ii) given the AA permission to process their personal data in accordance with this

clause 27;and (b) the Applicant has told such person who the AA are and what the AA will use their data for.

28 Anti-Bribery & Anti-Corruption

28.1 The Applicant shall not, and shall procure that its directors, employees, agents, representatives, contractors and/or sub-contractors shall, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and/or codes, including but not limited to the Bribery Act 2010, as may be amended or replaced from time to time.

28.2 The Applicant shall have in place adequate procedures designed to prevent any person working for or engaged by the Applicant or any other third party in any way connected to this Agreement from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and/or codes, including but not limited to the Bribery Act 2010, as may be amended or replaced from time to time.

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.