

UNDER 17 DRIVING EXPERIENCE

TERMS AND CONDITIONS



1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Booking:** your booking for the Services;
- (b) **Participants:** those individuals requesting the Services;
- (c) **Services:** the driving experience service that We are providing to you as set out in the Booking;
- (d) **Terms:** the terms and conditions set out in this document; and
- (e) **We/Our/Us:** Automobile Association Developments Limited (registered number 1878835) whose registered office is at Fanum House, Basing View, Basingstoke, RG21 4EA trading as AA Driving School;
- (f) **Ticket Booking Provider:** the third party ticket booking provider through whom Bookings for the Services are made.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Services to you. Please read them carefully.

2.2 When you sign and submit the Booking to the Ticket Booking Provider, this does not mean We have accepted your Booking for the Services. Our acceptance of the Booking will take place as described in clause 2.3. If We are unable to supply you with the Services, We will inform you of this and We will not process the Booking.

2.3 These Terms will become binding on you and Us when the Ticket Booking Provider issues you with a written acceptance of a Booking, at which point a contract will come into existence between you and Us.

2.4 A) Bookings can only be made via the Ticket Booking Provider and by an adult who is at least 18 years old and resident in the United Kingdom. The person making the Booking must ensure that the Participants meet the requirements of this clause 2.4 and these terms and conditions generally.

B) All Participants of the Services must:

- i) be at least 14 years old;
- ii) be at least 1.42 metres in height;
- iii) be accompanied at all times throughout the Services by an adult who is at least 18 years old;
- iv) be medically fit to drive and have eyesight that meets the legal standards of vision for driving;
- v) not be under the influence of alcohol or non-prescription drugs
- vi) comply with all reasonable instructions and requests of the instructors or other personnel of Ours or representing Us at all times when taking part in the Services or otherwise on the location of the site where the Services are being delivered.

2.5 Our website is solely for the promotion of Our Services in the UK. Unfortunately, We do not accept Bookings from addresses outside the UK.

2.6 The images of the Services on Our or the Ticket Booking Provider's website or in Our marketing literature are for illustrative purposes only and elements of the Services such as (but not limited to) vehicles, locations and/or facilities may vary. Any variance shall not affect the nature of the Services you have booked.

3. CHANGES TO BOOKING OR TERMS

3.1 We may revise these Terms from time to time due to changes in relevant laws and regulatory requirements.

3.2 You may cancel your Booking only in accordance with the Ticket Booking Provider's terms and conditions.

4. PROVIDING SERVICES

4.1 We will make every effort to complete the Services within the time set out in the Booking. We may have to suspend and/or postpone the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

5. OUR LIABILITY TO YOU

- 5.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 5.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

6. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 6.1 We may have to cancel a Booking before the start date for the Services, due to the unavailability of key personnel, facilities, materials or vehicles without which We cannot provide the Services. You will be contacted if this happens.
- 6.2 If We have to cancel a Booking under clause 6.1 the Ticket Booking Provider will refund the advance payment you have made to you unless the event is rescheduled in which case your booking is valid for the rescheduled date.
- 6.3 We may cancel the contract for Services at any time with immediate effect if you or any of the Participants break the contract in any material way.

7. INFORMATION ABOUT US

- 7.1 Automobile Association Developments Limited is a company registered in England and Wales. Our company registration number is 1878835 and Our registered office is at Fanum House, Basing View, Basingstoke, RG21 4EA.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 We will use the personal information you provide to Us to:

- (a) provide the Services; and
- (b) process your payment for such Services.

8.2 A) The Acromas Holdings group of companies, of which the AA group of companies* (including Automobile Association Developments Limited, AA Media Limited, AA Limited, AA Financial Services Limited and Automobile Association Insurance Services Limited) forms a part ("we" for the purposes of this clause 8) will use your personal information for the following purposes*:

- (a) to identify you when you contact us;
 - (b) to allow us to give you a price quote and assess which payment options we can offer you;
 - (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
 - (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
 - (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
 - (f) to help to prevent and detect fraud or loss; and
 - (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.
- B) We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.
- C) We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.
- D) Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

*A list of companies forming the AA group of companies is available from The AA Data Protection Compliance Manager at the address set out in clause 7. See the AA privacy policy at theAA.com/termsandconditions/privacy_policy.html

8.3 We will not give your personal data to any other third party unless it is necessary for the provision of the Services to you/the Participants.

8.4 Any information sent to Participants below the age of sixteen will only be promotional and/or informative material and not targeted selling of any of Our products. Participants and You can opt out of receiving this at any time by emailing us at the address set out in clause 7 above.

9. OTHER IMPORTANT TERMS

9.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

9.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

9.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

9.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

9.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.