

## Approved Driving Instructor Training Agreement

### 1. DEFINITIONS

- 1.1 In this Agreement the following expressions will have the following meanings unless inconsistent with the context:
- 1.1.1 **“ADI”** means an Approved Driving Instructor;
  - 1.1.2 **“Charges”** means the fees and charges payable to us in respect of the Services for Part 1, Part 2 and Part 3 whether as a lump sum payment for all three Parts or individual fees for each Part;
  - 1.1.3 **“DDIT”** means the Designated Driver Instructor Trainer You will be allocated from time to time (the DDIT allocated may change at any time during the duration of this Agreement);
  - 1.1.4 **“DIT”** means a Driving Instructor Training
  - 1.1.5 **“DVSA”** means the Driver & Vehicle Standards Agency;
  - 1.1.6 **“Instalment Agreement”** means the instalment agreement which sets out the terms and conditions of Our instalment arrangement that You shall be required to enter into if You have agreed with Us to pay for Your training by instalments;
  - 1.1.7 **“NDI”** means a New Driving Instructor to whom the DVSA will issue a reference number upon application by You (“NDI Reference Number”);
  - 1.1.8 **“Part 1”, “Part 2”, “Part 3” and “Part 4”** means the relevant part of the process specified by the DVSA to be undertaken by persons wishing to qualify as an ADI, being Theory and Hazard Perception (Part 1), Driving Ability (Part 2), Teaching Ability (Part 3) and Additional Training for PDIs (Part 4) and “Part” or “Parts” shall be construed as meaning any one or more of these parts as appropriate;
  - 1.1.9 **“PDI”** means a Potential Driving Instructor with a Trainee Licence;
  - 1.1.10 **“PDI Franchise”** means a franchise designed for PDIs only;
  - 1.1.11 **“Services”** means the services which We provide to You (including any of them or any part of them) under this Agreement;
  - 1.1.12 **“Trainee Licence”** means a licence granted by the DVSA when an NDI acquired a PDI Franchise;
  - 1.1.13 **“We/Us/Our/BSM/AA”** means Automobile Association Developments Limited whose registered office is at Fanum House, Basing View, Basingstoke, RG21 4EA;
  - 1.1.14 **“You/Your”** means the pupil receiving driver instructor training under the terms and conditions of this Agreement.
- 1.2 You may have other rights granted to You by law in addition to those set out in this Agreement. This Agreement does not affect those other statutory rights granted by law.

### 2. DVSA APPROVAL AND PRE-CONDITIONS OF TRAINING

- 2.1.1 Our obligations under this Agreement will not apply until such time as You have had an application to become an ADI approved by the DVSA.
- 2.2 You confirm that:
- 2.2.1 You do not have any criminal convictions or You have had a Disclosure & Barring Service Check that has been approved by the DVSA.
  - 2.2.2 You hold a clean, current and full driving licence; and
  - 2.2.3 You are medically fit to drive and that Your eyesight meets the DVSA test standard and You will notify Us of any change to Your circumstances which cause any of these statements in paragraph 2.2 to be incorrect.
- 2.3 If any of the matters referred to in paragraph 2.2 above or any other information You have provided to Us in relation to this Agreement is, or becomes at any time, not correct We may, by notice in writing to You, terminate this Agreement. If We terminate this Agreement under this paragraph 2.3 We may retain from any monies You have paid to Us, a sum equal to any administrative costs We have

incurred in relation to this Agreement (capped at a maximum of £100) plus the cost of any training materials which You do not return to Us in an unused condition.

- 2.4 Where, at our discretion, we have agreed that we will provide the Services to You prior to the DVSA approving Your application to become an ADI and no such approval is obtained from the DVSA, the refund rules set out in paragraph 9 shall apply according to the circumstances.

### **3. PART 1 – THEORY AND HAZARD PERCEPTION**

- 3.1 On or before the date of this Agreement (which shall be the date set out in the letter accompanying this Agreement) You will pay to Us the Part 1 Charges. The Part 1 Charges relate to the training We will provide under this paragraph 3. We will not be obliged to provide You with any Part 1 materials or training until We have received the Part 1 Charges from You.
- 3.2 The standards which You will need to achieve to pass Part 1 are specified by the DVSA. In relation to Part 1 We will provide You with the following in order to assist You to seek to achieve those standards:
- 3.2.1 access to written materials (including those materials referred in at paragraph 3.2.2) and access to virtual classrooms;
  - 3.2.2 DVSA approved “mock” tests; and
  - 3.2.3 administrative support.
  - 3.2.4 2 hours of one to one support available with Your DDIT.
- 3.3 You will arrange Your Part 1 test with the DVSA and will pay the fee for the Part 1 test directly to the DVSA. We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 1 test. However, if We recommend that You are ready to take Your Part 1 test, We do not give any guarantee that You will successfully pass such test. Should You need to resit Your Part 1 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to resit Your Part 1 test with the DVSA.
- 3.4 Upon Your request, We may provide You with training in relation to Part 1 in addition to that set out in paragraph 3.2 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training (see our website for the relevant terms and conditions <http://www.theaa.com/driving-school/driving-lessons/terms-conditions.html>). All additional training must be paid for in advance to Us and not to Your DDIT.

### **4. PART 2 – DRIVING ABILITY**

- 4.1 You may (but are not obliged to) at any time request that Part 2 training is commenced We are not obliged to provide Part 2 training until You have so requested and may require that You have passed Part 1 prior to commencement of Part 2. Prior to commencement of any Part 2 training under this paragraph 4 You will pay to Us the Part 2 Charges. We will not be obliged to provide You with any Part 2 materials or training until We have received the Part 2 Charges from You.
- 4.2 The standards which You will need to achieve to pass Part 2 are specified by the DVSA. In relation to Part 2 We will provide You with the following in order to assist You to achieve those standards:
- 4.2.1 access virtual classrooms;
  - 4.2.2 in-car tuition by a suitably qualified and experienced DDIT. We will provide the vehicle for this tuition; and
  - 4.2.3 Use of a vehicle for the purpose of taking Your Part 2 test. You will use the vehicle Solely for this purpose and You will be responsible for meeting any costs We incur as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by Our insurance policy.
- 4.3 The maximum aggregate duration of the in-car tuition We are to provide You with under paragraph 4.2.2 shall not exceed twelve (12) hours.
- 4.4 You will arrange Your Part 2 test with the DVSA and will pay the fee for the Part 2 test directly to the DVSA. As at the date of this Agreement, the DVSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 2 in car tuition in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 2 test. However, if We recommend that You are ready to take Your Part 2 test, We do not give any guarantee that You will successfully pass such test.

- 4.5 Should You need to resit Your Part 2 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to resit Your Part 2 test with the DVSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 2 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 4.2.3.
- 4.6 Upon Your request, We may provide You with training in relation to Part 2 in addition to that set out in paragraph 4.3 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training (see our website for the relevant terms and conditions <http://www.theaa.com/driving-school/driving-lessons/terms-conditions.html>). All additional training must be paid for in advance to Us and not to Your DDIT.
- 4.7 You will need to advise Us of the outcome of every Part 2 test attempt (whether You have passed or failed), the date of the test and the overall score You achieved. Where You have passed You must submit a copy of Your DL25 Part 2 pass to Us as soon as possible.

## **5. PART 3 – TEACHING ABILITY**

- 5.1 You may not commence any in-car training for Part 3 until You have passed Part 1 and Part 2. Prior to commencement of any Part 3 training under this paragraph 5 You will pay to Us the Part 3 Charges. We will not be obliged to provide You with any Part 3 materials or training until We have received the Part 3 Charges from You.
- 5.2 The standards which You will need to achieve to pass Part 3 are specified by the DVSA. In relation to Part 3 We will provide You with the following in order to assist You to seek to achieve those standards:
- 5.2.1 access to written materials and access to virtual classrooms;
- 5.2.2 in-car tuition by a suitably qualified and experienced DDIT. We will provide the vehicle for this tuition; and
- 5.2.3 Use of a vehicle for the purpose of taking Your Part 3 test. You will use the vehicle solely for this purpose and You will be responsible for meeting any costs We incur as a result of any damage sustained to the vehicle or any accident involving the vehicle whilst in Your custody which is not met by Our insurance policy.
- 5.3 The duration of the in-car tuition We are to provide You with under paragraph 5.2.2 shall not be less than 36 hours.
- 5.4 You will arrange for Your Part 3 test with the DVSA and will pay the fee for the Part 3 test directly to the DVSA. As at the date of this Agreement, the DVSA require You to have passed Your Part 2 and 3 tests within 2 years of passing Your Part 1 test. It is Your responsibility to ensure that You arrange Your Part 3 in car tuition in a timely manner so as to enable You to meet this requirement (or any variation to it). We may provide You with advice as to whether and when, in Our opinion, You are ready to take Your Part 3 test. However, if We recommend that You are ready to take Your Part 3 test, We do not give any guarantee that You will successfully pass such test.
- 5.5 Should You need to resit Your Part 3 test, You will be responsible for paying any applicable fees directly to the DVSA and for arranging to resit Your Part 3 test with the DVSA. We will provide You with a vehicle for the purpose of re-sitting Your Part 3 test upon Your request and We shall be entitled to charge You for such use at Our then current rates. Your use of such vehicle shall be in accordance with paragraph 5.2.3.
- 5.6 Upon Your request, We may provide You with training in relation to Part 3 in addition to that set out in paragraph 5.3 above. Any such additional training falls outside of this Agreement therefore we shall be entitled to charge You for such additional training on behalf of your DDIT at their current rates for such training (see our website for the relevant terms and conditions <http://www.theaa.com/driving-school/driving-lessons/terms-conditions.html>). All additional training must be paid for in advance to Us and not to Your DDIT.

## **6. PART 4 – ADDITIONAL TRAINING FOR PDIS**

- 6.1 To progress with Your Part 4 Training, You must have completed the designated number of hours for Part 3, which has been signed off by an ADI (form ADI21T), plus submit a copy of Your DL25 Part 2 pass. The Part 3 training must have taken place within the six months prior to Your application to the DVSA for a Trainee Licence.

- 6.2 In addition, to progress with Your Part 4 Training, You are required to take out a Trainee Partner Franchise with BSM. You should refer to the separate agreement (“Franchisee Agreement”) that You will be required to sign for this purpose (BSM7777A) As part of the application process for a PDI Franchise, You will be subject to a credit check, and will need to include copies of Your Disclosure & Barring Service Check, driving licence, proof of residency and NDI Reference Number. You will also need to set up and sign a direct debit mandate to allow the collection and payment of Your franchise fees (which You will have been advised of as part of Your Franchisee Agreement) on a weekly basis. Once all of the necessary paperwork has been received, We submit an ADI3L Trainee Licence Agreement to the DVSA on Your behalf. The DVSA will then send a Trainee Licence to You and You need to send a copy to Us.
- 6.3 The standards which You will need to achieve to pass Part 3 are specified by the DVSA. We will provide You with the following in order to assist You to seek to achieve those standards:
- 6.3.1 In-car tuition by a suitably qualified and experienced DDIT.
- 6.3.2 20 hours of tuition including 14 hours of in-car tuition, 3 hours as part of the Trainee Partner Franchise induction course You will be required to attend as part of Your Trainee Partner Franchise and 3 hours of designated classroom sessions.
- 6.3.3 It is Your responsibility to ensure that this training takes place and You must ensure the relevant form evidencing this (ADI21AT) is counter-signed by Your DDIT, and send a copy of this in to Us no later than four weeks after the start of Your training, showing that a minimum of three lessons has taken place.
- 6.3.4 The 20 hours of training must be completed within 12 weeks from the start date stated on Your Trainee Licence. You must send the ADI21AT to the DVSA within 12 weeks of the licence start date to demonstrate that all of the training has taken place.
- 6.3.5 You must apply for Your Part 3 test (please refer to section 5.4) You will need to advise Us of the outcome of Your Part 3 test, (whether have passed or failed), date of test and overall score. Where You have passed You must submit a copy of Your ADI26 Part 3 pass to Us as soon as possible.
- 6.3.6 If You fail Your Part 3 test at the first or the second attempt You will be entitled to a further 5 hours of remedial training after each attempt. You will also need to complete a copy of the form “DVSA Corrective Training Requirement Certificate” which Your DDIT must counter-sign and which must be handed to the examiner on Your second or third attempt (whichever is applicable) at the Part 3 test.
- 6.3.7 You must attend the 3 hours of designated classroom sessions (as set out in paragraph 6.3.2 above) and failure to attend will result in a £50 cancellation charge unless You have given us 7 working days’ notice of Your inability to attend.
- 6.4 Note that Your Trainee Licence is only valid for a period of six months. In exceptional circumstances the DVSA may allow You to renew Your licence for another six months, but You will need to contact them directly. You should allow at least three weeks for this process. In this situation, You will need to supply Us with a copy of the letter from the DVSA confirming Your right to continue teaching until they have considered Your application to have Your Trainee Licence renewed.
- 6.5 Upon Your request, We may provide You with training in relation to Part 4 in addition to that set out in paragraph 6.3.2 above. We shall be entitled to charge You for any such additional training at Our then current rates for such training. All additional training must be paid for in advance to Us and not to Your DDIT.

## **7. MATERIALS AND TUITION**

- 7.1 We will send the training materials to Your nominated address. We will use reasonable endeavours to send the training materials to You within 10 days after We receive from You the fee for the relevant Part or Parts (when paid for as the bundled option). If We are unable to deliver the training materials to You within 30 days, We will inform You and offer You a full refund.
- 7.2 If You cancel any in-car tuition on less than 48 hours’ notice such tuition shall count towards the number of hours tuition specified in paragraphs 4.3, 5.3 and 6.3.2. If You so cancel tuition which You have requested Us to provide under paragraphs 4.6, 5.6 and 6.5 which is additional to Your entitlement under paragraphs 4.3, 5.3 and 6.3.2 then We shall be entitled retain the charges You have paid for that tuition.
- 7.3 We will use reasonable endeavours to fulfil any in-car tuition You have booked.
- 7.4 In addition to the services under this Agreement, We may provide suggestions on operating a franchise including business skills and marketing advice. The information is of a general nature, is not tailored and is not a substitute for professional advice. You are recommended to obtain specific professional advice before You take any action. We make no warranty of any kind with

respect to the completeness or accuracy of the information provided. We will not be liable to You for any actions taken or inactions as a result of You relying on or in any way using information given relating to operating a franchise and in no event shall We be liable to You for any damages resulting from reliance on or use of this information.

7.5 We are under a legal duty to supply you with goods that are in conformity with your contract with us.

## **8. TERMINATION**

- 8.1 You may terminate this Agreement if You fail any of the Part 1, Part 2 or Part 3 tests.
- 8.2 We may exercise our rights to terminate this Agreement in accordance with paragraph 2.3.
- 8.3 If You are paying by instalments under Our Instalment Agreement We may at Our discretion cancel Your training following and in accordance with any default notice sent to You.

## **9. YOUR RIGHT TO CANCEL**

- 9.1 If You are a consumer (i.e. You are not purchasing either wholly or in part for Your business or You are not a business) You have the right, in addition to Your other rights, to cancel this Agreement within 16 days without giving reason and receive a full refund of any payment You have made to Us. To exercise the right to cancel You must inform Us of your decision to cancel this contract by a clear statement by phone, post or e-mail) within 16 days starting with the day after the date stated on the letter that you receive in Your pack including this agreement ("Cooling Off Period"). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired.
- 9.2 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if You have agreed that the Part 1, Part 2 or Part 3 training can start within the Cooling Off Period then Your right to cancel this Agreement and receive a full refund will end as soon as the [Part 1/Part 2 or Part 3] training starts.
- 9.3 If You choose to cancel within the Cooling Off Period then, You must return any written training materials We may have sent to You to us at the return address provided when You received the written materials in an unused condition at Your cost. We advise You to ensure these materials are adequately insured during the return journey. We may withhold reimbursement until we have received the training materials back or you have supplied evidence of having sent back the training materials, whichever is the earliest.
- 9.4 You shall send back the written materials without undue delay and in any event not later than 16 days from the day on which you communicate your cancellation from this agreement to us or when requested to do so by us, whichever occurs later.
- 9.5 If You have not returned the materials within 16 days of cancellation or when requested by us to do so, whichever occurs later, We shall be entitled to recover the materials from You and deduct from Your refund Our direct costs of recovering the materials.
- 9.6 Subject to paragraph 9, if You have purchased Theory (Part 1), Driving Ability (Part 2) and Teaching Ability (Part 3) (and the optional Part 4) upfront as one complete package (taking advantage of the discount on price as advised to You at the time of purchase) You may cancel the Agreement in accordance with the provisions of paragraphs 8.1 and 8.2 or on written notice at any time. If, at the time of cancellation, any Part of the course has been commenced You will only be entitled to a refund of the fees You have already paid for the hours within the Parts You have not commenced (if applicable). Part 1 becomes non-refundable if lessons have been taken or the Cooling Off Period has ended. Part 2 and 3 are only partially refundable after the end of the Cooling Off Period. See section 10 below for more details on refunds.

## **10. REFUNDS ON CANCELLATION OF THIS AGREEMENT**

- 10.1 The refund that You will be entitled to on cancellation of this Agreement will depend on:
  - i) how you have paid for the training;
  - ii) whether the Cooling Off Period has expired at the time of Your cancellation; and
  - iii) whether You have commenced any or all parts of the training.
- 10.2 If You are paying for Your training under Our Instalment Agreement then whether you are entitled to a refund will depend on how much You have paid under the Agreement and how many parts of the training you have commenced at the time of your cancellation of this Agreement. If You have

undertaken more training than You have paid for in instalments at the point of cancellation You must pay Us any outstanding sums that You owe to Us within 16 days.

10.3 If You have paid for Your training upfront as one complete package the refund rules are as follows:

Refund rules – whole package purchased upfront	
Within Cooling Off Period, not started DIT1	Full refund of any money paid
Within Cooling Off Period, started DIT1 (only)	Refund for lessons not taken (48 hours at standard rate) within Parts 2 and 3 less an administration charge of £100
After Cooling Off Period DIT not started	Part 1: no refund Refund of lessons not taken within Parts 2 and 3 (48 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 1 (only) started but not completed	Refund of lessons not taken within Parts 2 and 3 (48 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 2 started but not completed	Refund of lessons not taken within Part 3 (36 hours at standard rate) less an administration charge of £100
After Cooling Off Period DIT 3 started but not completed	No refund

**Note that any refund provided under the above will reflect any discount given at the time of purchase.**

10.4 If you have bought each part separately the refund rules are as follows

Refund rules – pay as you go	
Within Cooling Off Period, not started DIT (any part)	Full refund of any money paid
Within Cooling Off Period, started DIT (any part)	No refund
After Cooling Off Period DIT (any part) not started	No refund
After Cooling Off Period DIT (any part) started but not completed	No refund

**Note that any refund provided under the above will reflect any discount given at the time of purchase.**

10.5 Where a refund is owed, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 11. COPYRIGHT

11.1 You agree and acknowledge that all rights in Our documents and materials is owned by or licensed to and shall remain vested in or licensed to BSM/AA or the relevant member of BSM/AA group (as the case may be).

11.2 Any unauthorised copying, duplicating or distributing will constitute an infringement of copyright.

## 12. USE OF YOUR PERSONAL DATA

We're the Automobile Association Developments Limited, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your product terms and conditions or going to the Contact Us section of our website.

### 12.1 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;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information**, including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information**, including alleged offences;
- **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

## 12.2 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;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies;
- The Driver and Vehicle Licensing Agency (DVLA) and the Driver and Vehicle Standards Agency (DVSA);
- The Disclosure and Barring Service; 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.

## 12.3 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 carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;

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Registered office Fanum House, Basing view, Basingstoke Hampshire RG21 4LA

- 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.

#### **12.4 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 searches at Credit Reference Agencies pre-application or at the application stage; ;
  - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);

- g) 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;
  - h) For market research and analysis and developing statistics;
  - i) 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 service. 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);
  - j) 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;
  - k) For some of our profiling and other automated decision making; and
  - l) 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.

## 12.5 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, the (DVLA), the (DVSA) and the Disclosure and Barring Service;
- 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;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

## 12.6 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.

## 12.7 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.

## **12.8 How do we share your information with credit reference agencies?**

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

**The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.**

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you tell us that you have a spouse or financial associate, we'll link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

## **12.9 How do we share your information with Fraud Prevention Agencies?**

This is explained in a separate leaflet available on our website or by using the contact details in your terms and conditions documents.

## **12.10 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 documents. We'll then update your records if we can.

## **12.11 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.

## **12.12 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

## **12.13 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

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service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and conditions to offer you, assess insurance and 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.

#### **12.14 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.

#### **12.15 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.

#### **12.16 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.

#### **12.17 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 notice 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 PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email [dataprotection@theaa.com](mailto:dataprotection@theaa.com).

## 13. GENERAL

- 13.1 We are not liable for any death, loss or injury sustained by You during or after the tuition unless such death, loss or injury is due to Our negligence or breach of this Agreement.
- 13.2 If We or You choose not to rely on any of Our rights under this Agreement, this does not affect Our or Your liability to rely on these same rights in future.
- 13.3 We may assign, hold on trust, licence or sub-contract all or any part of Our rights or obligations under this Agreement. In particular, We may provide the Services (or any part of them) through third party driving instructors.
- 13.4 This Agreement is personal to You and You may not assign; hold on trust; licence; sub-contract or re-sell all or any of Your rights or obligations under this Agreement without Our prior written consent.
- 13.5 No one else shall be able to enforce any of the terms of this Agreement.
- 13.6 The AA Group means AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding. The AA Group use a variety of well-known brand and trading names including, but not limited to, AA, Go Travel Insurance, 1Stop Travel Insurance and Peak Performance. Details of the relevant companies can be obtained from the AA Data Protection Officer at the same address as above.
- 13.7 This Agreement may not be varied unless that variation is in writing signed both by You and on behalf of Us.
- 13.8 Any notice in connection with this Agreement (including any complaints) must be in writing addressed to DIT Support Manager, Capital Tower, 17th Floor, Greyfriars Road, Cardiff, CF10 3AG and will be duly served:
  - 13.8.1 If delivered by hand, when left at the proper address for service;
  - 13.8.2 If given or made by first class post or special delivery post, 48 hours after being posted or in the case of air mail 14 days after being posted excluding days other than business days.
- 13.9 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement will be governed by the relevant United Kingdom law. The English Courts (if You live in England), Scottish Courts (if You live in Scotland) or Welsh Courts (if You live in Wales) will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. You and We agree to submit to that jurisdiction.

## 14. ELIGIBILITY FOR A FRANCHISE

Once you have completed your DIT training with us, you can choose to apply for a franchised position as an ADI with Driving School or BSM. Your application will be subject to our usual checks for all new joiners, including credit check, valid ADI / PDI licence, valid driving licence and Disclosure Barring Service certificate (DBS) previously known as a Criminal Records Bureau (CRB) check. You will need to sign a new contract at that stage, if successful.