



## TERMS AND CONDITIONS

### Definitions

In these terms and conditions

“The Cotswold Tour Guide” is the trading name of David Keffler.

“Private customer” means any individual receiving services from The Cotswold Tour Guide.

“Business customer” means any sole trader, partnership, or company receiving services from The Cotswold Tour Guide.

“The “Vehicle” means any motor car The Cotswold Tour Guide uses for carrying out services.

“Services” means tours and/activities arranged by The Cotswold Tour Guide

“Bookings” means the reaching of agreement between The Cotswold Tour Guide and the customer for services.

“Event” means day(s) agreed for services to be provided.

"Tours & Activities" means any aspect of the service provided by The Cotswold Tour Guide that includes driving people to and guiding people around locations.

### General

- These terms and conditions constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions expressly implied by statute or otherwise, are excluded to the fullest extent permitted by law
- These terms & conditions shall be governed by and construed exclusively in accordance with English law. The Courts of England shall have exclusive jurisdiction in all matters relating to them.

## Bookings

- Bookings are confirmed by an e-mail from The Cotswold Tour Guide and if requested, once a minimum non-refundable deposit of 40% has been paid. All deposits are non-refundable, regardless of the circumstances of any cancellation. All deposits must be paid within 14 days of agreeing terms, unless other terms are explicitly agreed. Beyond this 14 day period the day of the event will not be held for the customer from whom the deposit is due. All amendments to bookings must be in writing by email to The Cotswold Tour Guide.
- The balance due is payable either (1) by 14 days before the event and is not refundable or (2) on the day of the event. Failure to pay the balance in accordance with these terms and conditions entitles The Cotswold Tour Guide to cancel the booking and retain the deposit paid.
- If the full amount has been paid up front but the customer cancels the booking more than 28 days before the event then the customer is entitled to a refund equal to the amount paid less 40% of the full quoted original price (not 40% of any discounted amount paid) and less other such time/costs that The Cotswold Tour Guide has incurred in connection with the booking. If the customer cancels the booking within 28 days of the first day of the event then the customer is not entitled to any refund whatsoever.
- At the discretion of The Cotswold Tour Guide, the deposit and/or full payment may be carried forward to a future date.
- A business customer can apply to The Cotswold Tour Guide for a credit account and subject to satisfactory credit references and checks The Cotswold Tour Guide will authorise a credit account for the business customer which would enable the business customer to pay for services up to 14 days after the event
- Business customers authorise The Cotswold Tour Guide to make credit searches against the customer and take credit references should the business customer apply for a credit account with The Cotswold Tour Guide. The agencies will record details of the search whether or not an application proceeds. The Cotswold Tour Guide may use credit scoring references to assess an application and to verify the identity of the business customer. The business customer has the right to access its personal records provided by credit agencies. The Cotswold Tour Guide will supply names and addresses on request in writing by email, as required by the DP Act 2018.
- These terms and conditions are incorporated in all contracts. The customer is responsible for ensuring that all information provided on the booking confirmation email is correct regarding dates, times and addresses. The Cotswold Tour Guide will not be liable for any loss for damages, costs, expenses or other claims arising as a result of incorrect information.
- The Cotswold Tour Guide may be able to accept bookings for services which are within 14 days of the event. For these bookings the full sum due may be payable at the time of booking.

## Services and limitations

- In the unlikely event of breakdown prior to the event The Cotswold Tour Guide will endeavour to supply an alternative vehicle with similar specifications for the event. This may not necessarily be a BMW although it will be a luxury vehicle. If the breakdown occurs on the day of the event then The Cotswold Tour Guide will be responsible for the cost of another vehicle and driver to cover the journey. For the avoidance of doubt The Cotswold Tour Guide will not be liable for any other consequential loss for damages, costs, expenses or other claims for consequential compensation whatsoever.
- Should weather conditions be so severe as to make travel treacherous then The Cotswold Tour Guide reserves the right not to deliver the tour at all. Such decision shall be reserved to The Cotswold Tour Guide alone. In such circumstances The Cotswold Tour Guide shall either carry the day of the tour forward to a mutually acceptable date or should this not prove practicable, refund 60% of the total fee if it was all paid up in advance. The deposit will be retained. For the avoidance of doubt The Cotswold Tour Guide will not be liable for any other consequential loss for damages, costs, expenses or other claims for consequential compensation whatsoever.
- No food or drink will be allowed in the vehicle unless prior consent has been given by The Cotswold Tour Guide.
- The UK prohibits smoking in vehicles used by the public. The Cotswold Tour Guide adopts a strictly no smoking policy.
- The Cotswold Tour Guide will chose a route based on experience and knowledge of the local area and the up-to-date advice of satellite navigation systems. The Cotswold Tour Guide will consider a route requested by the customer; however should this result in extra mileage or time being added to the journey then The Cotswold Tour Guide reserves the right to make an additional charge.
- The Cotswold Tour Guide will drive at a safe and sensible driving speed in accordance with road conditions and legal speed limits. The Cotswold Tour Guide will not be liable for any delay or for any consequential loss for damages, costs, expenses or other claim for consequential compensation whatsoever.
- The Cotswold Tour Guide will attempt to accommodate any request for amendments to the booking on the day of the event or a request for additional time on the day of the event. At the discretion of The Cotswold Tour Guide this may incur an additional charge, which must be paid before the end of the service delivery period. The Cotswold Tour Guide may not always be able to accommodate the request and will not be bound to do so.
- The Cotswold Tour Guide may at any time without prior notification make any changes to the services which are necessary to comply with any applicable safety or statutory requirements, or which do not materially affect the nature or quality of services delivered.
- The customer is responsible for the conduct of all passengers during the service and The Cotswold Tour Guide reserve the right to charge the customer for any loss or damage sustained to the vehicle caused by the customer or any passenger. The Cotswold Tour Guide will make a minimum charge of £300 to cover any valid costs should there be any fouling of the vehicle caused by any passenger through food, drink or illness.
- The Cotswold Tour Guide will not accept or tolerate any violence, bad language, intimidation or any form of anti-social behaviour. Any such behaviour will result in immediate termination of the service, wherever the vehicle is located and a report to the Police will be made. Acts of vandalism or malicious damage caused to the vehicle will also be reported to the Police and the cost of loss or damage will be sought from the customer. If it is necessary to terminate the service then no refund of hire price will be given nor will The Cotswold Tour Guide be liable for any consequential loss for damage, costs, expenses or other claims for consequential compensation whatsoever. The Cotswold Tour Guide will always endeavour to take care of the customer's personal property but all personal property will be the responsibility of the customer and passengers and The Cotswold Tour Guide will not be responsible or liable for any loss or damage to such property; nor for any consequential loss for damage, costs, expenses or other claims for consequential compensation whatsoever.
- There will be no extras to pay on top of the contractually agreed price, unless extra services are requested on the day of the event and such requests are at the discretion of

The Cotswold Tour Guide and will be charged for at the rate The Cotswold Tour Guide quoted on the day of the event.

- It is a condition of The Cotswold Tour Guide providing services to the customer that all passengers must wear the seatbelts provided in the vehicle at all times. For the avoidance of doubt The Cotswold Tour Guide will not be responsible for any injury or damage attributable to a passenger's failure to wear a seatbelt and the customer shall fully indemnify and keep fully indemnified The Cotswold Tour Guide in respect of any losses, demands, expenses, actions, claims or costs arising as a result of a passenger failing to wear a seatbelt.
- Any changes to locations from those stated on the booking confirmation email which incur extra mileage or additional time may be charged for.
- The number of passengers carried at any one time must not exceed the vehicle's seating capacity, as set out on its V5, which in the case of The Cotswold Tour Guide's BMW X5: LUX 493 is 4 passengers.
- The Cotswold Tour Guide and its chauffeur has the right to refuse to carry any passenger thought to be under the influence of alcohol or drugs or whose behaviour poses a threat to The Cotswold Tour Guide, the vehicle, any other passenger or third parties.
- Except in respect of death or personal injury caused by The Cotswold Tour Guide's negligence The Cotswold Tour Guide shall not be liable to the customer by reason of any representation (unless fraudulent), or any other implied warranty, condition or other term, or any duty, common law or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage cost, expenses or other claims (whether caused by the negligence of The Cotswold Tour Guide, its servants or otherwise) including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts or losses or expenses resulting from third party claims which arise out of or in connection with the provision of the services or their use by the customer, and the entire liability of The Cotswold Tour Guide under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise shall not in any circumstances exceed the amount of The Cotswold Tour Guide's charges for the provision of the services.
- The Cotswold Tour Guide shall not be liable to the customer under the above clause or any other clause unless a claim in writing by email is received by The Cotswold Tour Guide within 14 days from the date of The Cotswold Tour Guide providing the services to the customer.
- The Cotswold Tour Guide maintains adequate insurance in respect of:-
  - Its vehicles and associated public liability in relation to the provision of chauffeur services with a reputable insurance company against all insurance liability of such and account as shall be determined by The Cotswold Tour Guide.
  - Tours and activities it arranges and associated public liability in relation to the provision of its other services with a reputable insurance company against all insurance liability of such and account as shall be determined by The Cotswold Tour Guide.
- So when you and your fellow passengers are:-
  - In and around the car, please follow the instructions given to you by your chauffeur
  - Away from the car, please follow the instructions given to you by your tour guide or activity provider

## Privacy Policy

The Cotswold Tour Guide is registered with the Information Commissioner. The Data Protection Controller for The Cotswold Tour Guide is its proprietor, David Keffler, who shall so far as is reasonably practicable comply with the Data Protection Act 2018 to ensure that:-

- All data is processed in a lawful, fair and transparent way
- Individuals' rights are upheld
- The Cotswold Tour Guide is accountable for the way in which it uses its data
- Data is held securely and breaches are managed correctly
- The policy is kept up-to-date with latest best practise

Full details about these matters can be found on the ICO website at: <https://ico.org.uk/for-the-public/>

The Cotswold Tour Guide is required to process relevant personal data regarding customers, intermediaries (such as hotels who refer customers to The Cotswold Tour Guide) and suppliers:-

- Customers: The lawful reasons for processing data about customers are:-
  - Contract: the processing is necessary for a contract The Cotswold Tour Guide has with a customer or because they have asked The Cotswold Tour Guide to take specific steps before entering into a contract. In particular, when The Cotswold Tour Guide receives an enquiry it needs to communicate with the potential/confirmed customer so as to be able to agree on the contents of the contract and then to be able to perform the contract.
  - Legitimate Interests: the processing is necessary for The Cotswold Tour Guide's legitimate business interests or the legitimate interests of a third party. In particular, when providing services, The Cotswold Tour Guide takes photographs for its promotional purposes. This includes but isn't restricted to publishing them with first names only in its literature, in its social media and on its website. These photos and first names are a key part of demonstrating to potential customers that The Cotswold Tour Guide has a wide breadth of expertise.
- Intermediaries: The lawful reasons for processing data about intermediaries are:-
  - Contract: the processing is necessary for a contract The Cotswold Tour Guide has with an intermediary or because they have asked The Cotswold Tour Guide to take specific steps before entering into a contract. In particular, when The Cotswold Tour Guide receives and enquiry it needs to communicate with the potential/confirmed intermediary so as to be able to agree on the contents of the contract and then to be able to perform the contract.
  - Legitimate Interests: the processing is necessary for The Cotswold Tour Guide's legitimate business interests or the legitimate interests of a third party. In particular, when providing services, The Cotswold Tour Guide takes photographs for its promotional purposes. This includes but isn't restricted to publishing them with first names only in its literature, in its social media and on its website. These photos and first names are a key part of demonstrating to potential intermediaries that The Cotswold Tour Guide has a wide breadth of expertise.
- Suppliers:-
  - The lawful reason for processing data about suppliers is: Contract: the processing is necessary for a contract The Cotswold Tour Guide has with a supplier or because they have asked The Cotswold Tour Guide to take specific steps before entering into a contract. In particular, when The Cotswold Tour Guide makes an enquiry it needs to communicate with the potential/confirmed supplier so as to be able to agree on the contents of the contract and then to ensure that the contract is fulfilled.

The Cotswold Tour Guide's Privacy Notice summarises this policy for use in communications with customers, intermediaries and suppliers...

The Cotswold Tour Guide collects data in accordance with the requirements of the DP Act 2018. It is only collected for the lawful reasons of satisfying contracts and legitimate business interests. Any request to access this data should be sent to the proprietor of The Cotswold Tour Guide via e-mail: [david@thecotswoldtourguide.co.uk](mailto:david@thecotswoldtourguide.co.uk).