

# Azure

LUXURY CARS

THE PROFESSIONAL CHAUFFEUR SERVICE

## TERMS AND CONDITIONS

### Definitions

In these terms and conditions

“Azure” means Azure Luxury Cars, Azure Wedding Cars and Azure Luxury Tours, the trading names of David Keffler. “Azure” includes circumstances where one of its cars is being driven by either David Keffler or one of his Associates.

“Associate” means a hand-picked driver chosen by David Keffler to drive one of his Rolls-Royce or Bentley Motor Cars for weddings. These Associates are selected because they meet Azure’s exacting standards for driving skills and customer service.

“Private customer” means any individual receiving services from Azure.

“Business customer” means any sole trader, partnership, or company receiving services from Azure.

“The “Vehicle” means any motor cars Azure uses for carrying out services.

“Services” means bespoke chauffeur driven pre-booked private hire and wedding services provided by Azure and tours and/activities arranged by Azure.

“Bookings” means the reaching of agreement between Azure 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 Azure that involves more than chauffeuring customers from location to location and includes 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 either by an e-mail from Azure and if requested, once a minimum non-refundable deposit of 40% has been paid. 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 Azure.
- 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 Azure 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 the discounted amount paid) and less other such time/costs that Azure has incurred in connection with the booking.
- A business customer can apply to Azure for a credit account and subject to satisfactory credit references and checks Azure 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 Azure to make credit searches against the customer and take credit references should the business customer apply for a credit account with Azure. The agencies will record details of the search whether or not an application proceeds. Azure 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. Azure will supply names and addresses on request writing by email, as required by the DP Act 2018.
- These terms and conditions are incorporated in all contracts and upon booking a confirmation email will be sent to the customer. The customer is responsible for ensuring that all information provided on the booking confirmation email is correct regarding dates, times and addresses. Azure will not be liable for any loss for damages, costs, expenses or other claims arising as a result of incorrect information.
- Azure may be able to accept bookings for services which are within 14 days of the event. For these bookings the full sum due will be payable at the time of booking.

## Services and limitations

- In the unlikely event of breakdown prior to the event Azure will endeavour to supply an alternative vehicle with similar specifications for the event. This may not necessarily be a Rolls-Royce, Bentley or BMW although it will be a luxury vehicle. If Azure are unable to supply a similar vehicle or the customer is unhappy with the alternative vehicle then Azure will offer a full refund of the hire price or in the alternative offer a lesser specification vehicle and a part refund. If the breakdown occurs on the day of the event then Azure will refund the full amount of the hire price and be responsible for the cost of a standard private hire vehicle to cover the journey. For the avoidance of doubt Azure will not be liable for any other consequential loss for damages, costs, expenses or other claims for consequential compensation whatsoever.
- Once one of Azure's cars has been booked, Azure reserves the right to substitute a car that that is at least equal to if not better than the standard of the car booked. Azure will be the sole arbiter on this matter. The customer shall be notified of this substitution prior to the day the car has been booked for. If the customer is not happy with the substitution they can request and will receive a full refund of all the monies they have paid to Azure. For the avoidance of doubt Azure will not be liable for any other consequential loss for damages, costs, expenses or other claims for consequential compensation whatsoever.
- Should weather conditions be such that for reasons of safety of all concerned a four-wheel-drive vehicle is required then if the vehicle being hired is a Bentley or Rolls-Royce, Azure reserves the right to substitute a BMW X5. In such circumstances Azure shall refund the difference between the standard price for hiring the BMW X5 and the price paid for the Rolls-Royce or Bentley booked. If the weather conditions are in fact so severe as to make travel treacherous then Azure further reserves the right not to provide any vehicle at all. In such circumstances Azure shall refund the entire hire price of the Rolls-Royce or Bentley. For the avoidance of doubt Azure will not be liable for any other consequential loss for damages, costs, expenses or other claims for consequential compensation whatsoever. Such decision shall be reserved to Azure alone.
- No food or drink will be allowed in the vehicle unless prior consent has been given by Azure.
- The UK prohibits smoking in vehicles used by the public. Azure adopts a strictly no smoking policy.
- Azure's chauffeur will chose a route based on experience and knowledge of the local area, the requirements of the car being driven and the up-to-date advice of satellite navigation systems. Azure will consider a route requested by the customer; however should this result in extra mileage or time being added to the journey then Azure reserves the right to make an additional charge.
- Azure's chauffeur will drive at a safe and sensible driving speed in accordance with road conditions and legal speed limits. Azure will not be liable for any delay or for any consequential loss for damages, costs, expenses or other claim for consequential compensation whatsoever.
- Azure 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 Azure this may incur an additional charge, which must be paid before the end of the service delivery period. Azure may not always be able to accommodate the request and will not be bound to do so.
- Azure 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.
- The customer is responsible for the conduct of all passengers during the service and Azure reserve the right to charge the customer for any loss or damage sustained to the vehicle caused by the customer or any passenger. Azure 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.

- Azure 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 Azure be liable for any consequential loss for damage, costs, expenses or other claims for consequential compensation whatsoever. Azure 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 Azure 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 unless extra services are requested on the day of the event and such requests are at the discretion of Azure and will be charged for at the rate Azure quoted on the day of the event.
- It is a condition of Azure providing services to the customer that all passengers must wear the seatbelts provided in the vehicle at all times. For the avoidance of doubt Azure 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 Azure in respect of any losses, demands, expenses, actions, claims or costs arising as a result of a passenger failing to wear a seatbelt.
- In the case of weddings and other special events the customer is responsible to ensure there is adequate and legal parking for Azure's vehicle at each venue, which needs to be a minimum of twice the length of the vehicle.
- 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; or if the V5 is silent on this matter the number of seat belts provided in the car.
- Azure 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 chauffeur, the vehicle, any other passenger or third parties.
- Chauffeur Driven Services on The Wedding Day: For the avoidance of doubt, the car booked with Azure to provide chauffeur services on the wedding day will, for the fee quoted, perform as many journeys as are logistically feasible. This will include all the journeys from the first pick-up until the start of the wedding reception and there will be no time or mileage restrictions on these journeys. The only exceptions to this are (1) If any of the journeys are outside a 15-mile radius of Cheltenham, in which case an additional charge may apply or (2) If the logistics of the day dictate that more than one car is required, in which case the second car will attract an additional charge, as set out in the quotation. An example of this is where it is too far to drive the bridesmaids to the wedding ceremony and then return for the bride.
- Except in respect of death or personal injury caused by Azure's negligence Azure 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 Azure, 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 Azure 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 Azure's charges for the provision of the services.
- Azure 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 Azure within 14 days from the date of Azure providing the services to the customer.

- Azure 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 Azure.
  - 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 Azure.
- 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

Azure is registered with the Information Commissioner. The Data Protection Controller for Azure 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
- Azure 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/>

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

- Customers: The lawful reasons for processing data about customers are:-
  - Contract: the processing is necessary for a contract Azure has with a customer or because they have asked Azure to take specific steps before entering into a contract. In particular, when Azure 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. In certain circumstances Azure uses Associate drivers to drive its cars. When they are used, they are only provided with the essential information to deliver the contract (such as: name, address, time etc) and this is destroyed once the job has been performed.
  - Legitimate Interests: the processing is necessary for Azure's legitimate business interests or the legitimate interests of a third party. In particular, when providing services, Azure 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 Azure has a wide breadth of expertise.
- Intermediaries: The lawful reasons for processing data about intermediaries are:-
  - Contract: the processing is necessary for a contract Azure has with an intermediary or because they have asked Azure to take specific steps before entering into a contract. In particular, when Azure receives an 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. In certain circumstances Azure uses Associate drivers to drive its cars. When they are used, they are only provided with the essential information to deliver the contract (such as: name, address, time etc) and this is destroyed once the job has been performed.
  - Legitimate Interests: the processing is necessary for Azure's legitimate business interests or the legitimate interests of a third party. In particular, when providing services, Azure 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 Azure has a wide breadth of expertise.
- Suppliers:-
  - The lawful reason for processing data about suppliers is: Contract: the processing is necessary for a contract Azure has with a supplier or because they have asked Azure to take specific steps before entering into a contract. In particular, when Azure 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.

Azure's Privacy Notice summarises this policy for use in communications with customers, intermediaries and suppliers...

Azure 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 data collected is only shared with Azure's Drivers, all of whom comply with the DP Act 2018. Any request to access this data should be sent to the proprietor of Azure via e-mail: [david@azureluxurycars.co.uk](mailto:david@azureluxurycars.co.uk).