



# Terms & Conditions

## 1. These Terms

- 1.1 Elmo Drive Limited (trading as elmo, with company registration number 11860946 and registered address at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, United Kingdom, RG27 9XA. (“elmo”/“we”/“our”/“us”) provides a website and associated services to our elmo registered subscribers seeking to subscribe to use vehicles (“Driver” or “you”). Such website and associated services provided by elmo (including allowing you to enter into Subscription Agreements) being the “Services”.
- 1.2 These terms and conditions (“Terms”) apply to all Services provided or arranged by elmo to you as recipient of the Services. By registering an account as a Driver (“Account”) and using the Services you agree to comply with and be legally bound by these Terms. These Terms apply at any time when you use this website (“Site”) or any other method of accessing the Services and constitute a binding legal agreement between you and elmo.
- 1.3 The Site allows you to enter into Subscription Agreements to subscribe to Vehicles and other services. When you enter into a Subscription Agreement you enter into a Booking for subscription to the Vehicle. The relevant Subscription Term and the Subscription Fee will be detailed in the Subscription Agreement and shown in the Booking Confirmation issued by elmo via the Site.
- 1.4 elmo reserves the right to update these Terms and/or the form of the Subscription Agreement from time to time. If elmo amends the Terms and/or the form of the Subscription Agreement by posting the revised Terms and Subscription Agreement on the Site, these amended Terms and form of Subscription Agreement will take effect 7 days following being posted. For the avoidance of doubt any Subscription Agreement already existing between you and elmo will not be affected by such changes to the form of the Subscription Agreement. Your continued use of the Site shall indicate your agreement to be bound by the amended Terms and/or acceptance of the new forms.
- 1.5 You should direct any questions, complaints or comments regarding the services subject to these Terms to [hello@elmodrive.com](mailto:hello@elmodrive.com)
- 1.6 These Terms are with you the person using the Services. You will comply with these Terms and any obligations under the relevant Subscription Agreement. If you allow another person to make use of a Booking you have made (for example any named drivers to use the Vehicle) you agree that you will remain responsible for the Booking and the use of the Vehicle.

## 2. Registration with elmo

- 2.1 In order to make a Booking using the Site you must register an Account as set out at <https://elmodrive.com/signup> and pay a New Subscription fee



2.2 Once you have created an Account you will need to provide us with a scan or image of your driver's license, a debit or credit card and answer a questionnaire relating to your insurance history. Please ensure that the details you provide us with are correct. elmo will not be responsible for any incorrect details you provide us with, including if a Booking Confirmation or other correspondence is not received due to incorrect details. If you notice your details are incorrect please contact us at [hello@elmodrive.com](mailto:hello@elmodrive.com)

### 3. Your Obligations

3.1 You agree to observe and act in accordance with these Terms. During Bookings you must at all times abide by the terms of the Subscription Agreement, including but not limited to, the obligations relating to collection and return of the Vehicle, conditions for using the Vehicle (including restrictions on what the Vehicle can be used for and whom can use the Vehicle) . Your responsibilities relating to the Vehicle and elmo are set out in the relevant Subscription Agreement.

3.2 You agree that you will not create a false account with elmo and will not use your Account for any immoral or illegal activity (including but not limited to money laundering or fraudulent bookings).

3.3 You shall not allow any driver other than a named driver in the Booking Confirmation drive the Vehicle at any time during the Subscription. If anyone other than you is using the Vehicle you agree you will remain responsible for the Booking and the Vehicle.

3.4 You acknowledge that you have primary responsibility for your own safety and the Vehicle during the Booking.

### 4. Suspension and Termination

4.1 If you do not comply with these Terms we may suspend or close your Account and you will not be able to use our Services (including making Bookings) if you try to create a new account in order to avoid this, we reserve the right to terminate this account and any existing Account you may have.

4.2 Upon termination you will no longer be able to use our Services or make Bookings through us. If you have any outstanding Bookings when we close your Account you may be refunded in accordance with the terms of that Subscription Agreement.

4.3 In the event of termination these Terms will continue in full force, so far as they relate to the consequences of any previous Bookings.

4.4 For the avoidance of doubt, each individual Booking you enter into for the use of Vehicles may be terminated in accordance with the relevant Subscription Agreement.

4.5 If you fail to return the Vehicle to the Fleet Partner promptly at the end of the rental period or as required on earlier termination, this may result in elmo reporting you to the elmo is a trading name of Elmo Drive Limited registered in England and Wales with company number 11860946 and VAT ID GB330012182. Registered office at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA. Elmo Drive Limited t/as elmo is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486). Permitted activities include entering into regulated hire agreements as owner.



relevant authorities. At the end of a Subscription Term, if insurance has been purchased through elmo, elmo may arrange for any insurance on the Vehicle to end (if it has not already ended) and may report that the Vehicle is no longer insured to third parties in its sole discretion.

4.6 You may request that your account be deleted by notice in writing to elmo at any time, but you agree to honour any outstanding Bookings and obligations under Subscription Agreements at the time of termination.

4.7 Termination will not affect the right of elmo to recover any amounts owed by you pursuant to these Terms.

## 5. Disputes

5.1 If you are dissatisfied in any way with your subscription, you may make a complaint to elmo at any time by contacting us by email [hello@elmodrive.com](mailto:hello@elmodrive.com), by post: Complaints Team, Headway House, Crosby Way, Farnham, Surrey, England, GU9 7XG. elmo will aim to deal with your complaint in 3 working days. If we have not resolved your case within 3 working days, then a member of the team will acknowledge receipt using the contact details you provide and keep you updated on the progress. On occasion, elmo may appoint a third party to handle your complaint.

5.2 The provisions of this clause 5 will survive any termination of these Terms.

## 6. Our liability to you under these Terms

6.1 elmo is not responsible for:

1. 6.1.1 losses not caused by elmo's breach
2. 6.1.2 indirect losses (which means losses which happen as a side effect of the main

loss or damage and which are not reasonably foreseeable by the elmo and you at the time of entering into these Terms (such as loss of profits, income or loss of opportunity));

6.1.3 failure to provide the Services where such failure is due to events beyond elmo's control (e.g. a network failure).

6.2 If you choose to use the Site and the Services you do so at your sole risk. The Site and Services are provided "as is". elmo makes no promises that the Site or Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. elmo makes no promises regarding the quality of the Services or the timeliness of any content obtained through the Site or Services.

6.3 We accept liability for death or personal injury caused by our negligence. We also accept liability for fraud and fraudulent misrepresentation by us.



6.4 Other than our liability mentioned above, if we breach these Terms or are otherwise liable to you for any other type of claim we shall only be liable for a maximum amount of £10,000 in respect of all such losses, damages or claims.

## 7. Governing Law

These Terms shall be governed by and construed in accordance with English law.

## 8. General

8.1 Any notice or other communication given to you in connection with these Terms may be sent by email to the latest address maintained on the elmo Site or by post to such address as elmo holds for you.

8.2 Except as otherwise agreed in these Terms and required by law, each party agrees with the other to keep secret and not share (except with its employees, contracts and advisers (where relevant)) any confidential information it receives from the other party through these Terms.

8.3 Both parties agree that these terms are fair and reasonable in all circumstances. However, if any part of these terms is disallowed or found to be ineffective by a court or regulator, the other provisions shall continue to apply.

8.4 If either party does not take action against another party, the party who chose not to take action is still entitled to use its rights and remedies in any other situation when these Terms are breached.

8.5 These Terms are for the benefit of you, and no term of these Terms will be enforceable by any other person that is not a party to it including any enforcement through the Contracts (Rights of Third Parties) Act 1999.

## 9. Use of data

elmo will process any personal information we obtain in the course of providing our services to you in accordance with the General Data Protection Regulation (GDPR) as per ICO standards and in line with our Privacy Policy). For information on how elmo stores customer data, please visit <https://elmodrive.com/privacy-policy> for our Privacy Policy.

## 10. DEFINITIONS

“Booking Confirmation” - a confirmation issued by elmo via the Site once a Driver has made a Booking

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“Booking” - a booking by a Driver to use a particular Vehicle under a Subscription Agreement for a specified period of time, submitted via the Site

“New subscription Fee” - a membership fee payable by the Driver prior to their first Booking as set out on the Site. The New Subscription Fee is only refundable if booking is cancelled within the 14 day cooling off period or prior to the Subscription Start Date.

“Fleet Partner” - a person or company who signs up to make a Vehicle available for subscription via the Site. Fleet Partner includes a legal or beneficial Fleet Partner of a Vehicle and an administrator of vehicles

“Subscription Agreement” - a subscription agreement between a Driver and elmo where a Driver subscribes to a Vehicle provided by elmo for a Subscription Period “Subscription Period” - the period of subscription under the relevant Subscription Agreement

“Subscription Price” - the price for the Subscription as set out in the relevant Subscription Agreement;

“Vehicle” - the car or van and all its documents (including the owner’s manual), tools, fittings, components, standard equipment (including jack, spare tyre, etc), whether mechanical or otherwise, the subject of a Booking.

“Initial Payment” - a payment required to request a booking, please see Subscription Terms for further details.

## **11. Promotions Terms & Conditions**

1. All discounts, vouchers or codes (“Promotions”) only apply to first bookings for new customers of elmo unless otherwise stated.
2. New customers are only permitted to use one discount, voucher or code when placing their first booking only. Subsequent bookings will then not be eligible for any new customer discounts, vouchers or codes unless otherwise stated.
3. A new customer is defined as someone who registers, makes a vehicle booking and enters the discount or voucher code specified on the advert, coupon or leaflet, at checkout during their booking procedure.
4. A minimum spend or rental period may be applicable in the booking to validate and use any discount, voucher or code.
5. Unless otherwise stated, all discounts, vouchers or codes must be redeemed within one calendar month.
6. Only one discount, voucher or code can be redeemed per booking and each discount, voucher or code can only be used once per person.

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7. All promotional validity dates are specified on the adverts, coupons or leaflets, please refer to the summary terms on these pieces of artwork for exact and further information specific to that promotion and its promotional period.
8. Any discounts, vouchers or codes cannot be used in conjunction with any other elmo offer.
9. Discounts, vouchers or codes cannot be exchanged for cash or any other alternatives and have no monetary value.
10. Cancelled bookings will invalidate the use of that code on an account. If this is a new customer discount or code, new customers will then not be eligible for any subsequent new customer discounts, vouchers or codes
11. All discounts, vouchers and codes can only be used on one booking, any remaining credit from that discount, voucher or code cannot be carried forward to any additional or subsequent bookings.
12. Discounts, vouchers or codes may be provided on a customer service basis and will be applied to the customer's account in the form of credit which has to be used in one booking.
13. Any attempt to manipulate the system and use of discounts, vouchers or codes by use of bulk entry via third parties or syndicates, macros, 'script', 'brute force', masking identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to enter), will render the booking and use of that discount, voucher or code invalid and may potentially lead to that account being closed down.
14. If for any reason a discount, voucher or code becomes invalid due to technical failures or any other causes beyond the control of the elmo, or a vehicle becomes unavailable, elmo reserves the right (subject to any written directions given under applicable law) to cancel, suspend or modify the campaign that is related to that discount, voucher or code and not re-issue any additional discounts, vouchers or codes to affected customers.
15. elmo reserves the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid redemptions including, without limitation, to require further verification as to the identity, age, and other relevant details of a customer.
16. By redeeming the discount, voucher or code, customers agree to release elmo from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the campaign or with the acceptance or possession of any booking (except for death or personal injury caused by the Promoter's negligence, for fraud, or otherwise as prohibited by law).
17. All vehicle listings and offers are subject to availability.
18. Normal Terms for Website Use and Applications and elmo's Subscription Terms apply – please see these for more information.

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