

ELMO Subscription Agreement: GENERAL TERMS

About elmo and our services

When we say we, us, or our in the Subscription Agreement, we mean Elmo Drive Limited, trading as elmo. We are a company registered in England and Wales with a company number 11860946. Our registered office and main trading address is at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA, United Kingdom. Our VAT number is 330012182. We operate the elmodrive.com website.

When we say you or your in the Subscription Agreement, we mean you, our customer. At all points we assume that you represent the drivers added as Named Drivers.

Our services include the provision of an electric car to you on a hire basis. It also includes other products:

- Standard services are included in all subscriptions (such as insurance, national breakdown cover, vehicle tax, MOTs, servicing and maintenance)
- Optional extras, such as, additional mileage packages, damage excess waiver and additional drivers, which you may choose to add to your subscription when placing your Subscription Order
- Access to the Paua public charging network is included in the subscription. However, use of this network incurs fees which will be billed on a usage basis at the same rates as set by the charge point operators on the network.

In return for us providing the Subscription Services to you, you need to pay us a set-up fee upfront, a monthly subscription fee and fortnightly payments to cover your usage of the public charging network accessed through your elmoCharge card. In certain circumstances, you might have to also pay other charges which are laid out in these General Terms.

Making a Subscription Order

Before entering into a subscription agreement with us, you must first agree to all terms included in this General Terms document. By agreeing to the General Terms and making the Initial Payment, you will make a Subscription Order. The initial payment includes:

- A set-up fee equal to the first month's subscription payment. This is offset by the first month of the Vehicle Hire contract, and Home charge Point contract (if relevant), being free of charge.
- Any vehicle delivery costs (if they apply).

If for whatever reason, after making the payment the subscription does not go ahead, the full amount will be refunded to you. The only exception to this is if you cancel the Subscription Order within 72 hours of your chosen delivery time in which case any delivery costs will not be refunded.

Your Subscription Agreement

These General Terms cover how elmo will manage the vehicle subscription and additional services. They form part of your Subscription Agreement, but do not form your Subscription Agreement on their own. Importantly, the Vehicle Hire Agreement is not included within these General Terms and forms a separate agreement. Although separate, the use of the vehicle as part of the Vehicle Hire Agreement will be governed by the terms you agree to under these General Terms.

Your Subscription Agreement is made up of;

- These General Terms which you agree to bound by during the term of your Subscription Agreement; and
- A Contract Details Sheet outlining the details of your Subscription Agreement; and
- A Vehicle Hire agreement;

The Contract Details Sheet and Vehicle Hire Agreement will be sent to you to sign once your Subscription Order has been confirmed by us. Once you have signed all agreements, you will have entered into a Subscription Agreement with us.

Contents of these General Terms

You can either scroll down to read these terms in their entirety (which we recommend you do), or click on one of the links below to go straight to the section you are interested in.

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PART I: OUR SUBSCRIPTION SERVICES

1. ABOUT THE SUBSCRIPTION AGREEMENT

- 1.1. **Subscription Agreement.** The Subscription agreement between you and us is made up of these General Terms, the Contract Details Sheet, and the Vehicle Hire Agreement.
- 1.2. **What do these General Terms cover.** These are the terms and conditions on which you agree to subscribe to, and we agree to provide to you our Subscription Services. These terms cover the conditions under which you make a Subscription Order on the elmo website and under which, when your Subscription Order is confirmed by us and you have signed the Vehicle Hire Agreement we agree to provide our subscription services and vehicle hire to you. This document also covers the terms of the refundable Initial Payment is made to initiate your Subscription Order.
- 1.3. **What these General Terms do not cover.** The General Terms do not constitute a Vehicle Hire Agreement but instead describes the terms by which vehicles will be hired. By signing our Vehicle Hire agreement you agree to be bound by all terms included in this document. We will ask you to sign the Vehicle Hire agreement once we have confirmed your Subscription Order.
- 1.4. **What am I agreeing to by agreeing to these General Terms.** You are agreeing to use the elmo subscription service in alignment with the clauses set out in this document. Agreeing to this document does not mean you have entered into a subscription agreement with us. You will only have entered into a subscription agreement with us once you have signed the Vehicle Hire Agreement and Contract Details Sheet. You are also agreeing to the terms that cover the Initial Payment. If whatever reason your subscription does not go ahead, we will refund you the full amount, unless this is a result of you cancelling your Subscription Order within 72 hours of delivery. In this case, we will not refund the delivery charge.
- 1.5. **Why do we have separate hire agreements.** The hire of the Vehicle is part of the Subscription Services which you purchase from us. Whilst you can choose what to include in your Subscription Services when placing an order on our website, you cannot hire the Vehicle from us separately from purchasing our Subscription Services.

The Vehicle hire element of our Subscription Services is a regulated consumer hire agreement under the Consumer Credit Act 1974. The consumer credit legislation requires us to set out information relating to such agreements in a prescribed form, which must include prescribed information, and which must be signed separately. Some terms and charges set out in the Vehicle Hire Agreement are restatements of the terms and charges set out in the Contract Details Sheet and these General Terms and are not in addition to them.

- 1.6. **Why you should read the General Terms and what will happen if you do not accept these Terms.** Please read all parts of the General Terms carefully and make sure that you understand its terms before placing your order for our Subscription Services on our website. These General Terms set out the terms you need to comply with when using our Subscription Services and provide you with information about our Subscription Services. By agreeing to the General Terms, you confirm that you agree to and wish to be legally bound by its terms. If you do not agree to the General Terms, do not sign it, and do not place your order on our website. You should retain a copy of these General Terms for future reference.
- 1.7. **Languages.** This General Terms, Vehicle Hire Agreement and Contract Details Sheet are only available in English.
- 1.8. **Obligation not to do something.** Any obligation in these General Terms on you or a Named Driver not to do something includes an obligation not to allow that thing to be done.
- 1.9. **Changes to these General Terms.** We may need to change these General Terms from time to time (for example, to reflect changes in law or best practice, or to deal with additional features, which we introduce to our Subscription Services). The updated terms will apply to any new but will not affect any current subscription agreements with you. These General Terms have last been updated on **18th January 2023**.

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2. ELIGIBILITY CRITERIA

- 2.1. **The eligibility criteria you must meet.** You may only use our Subscription Services, if:
 - (a) you are at least 25 years of age (or at least 30 for vehicles in ABI Group 31 and above); and
 - (b) you meet the driving licence conditions in clause 2.2 (Driving Licence Conditions) of these General Terms below; and
 - (c) you live in in the UK; and
 - (d) Your address as stated on your elmo account is your primary address and will be the primary address where the vehicle will be kept for the duration of your subscription; and
 - (e) you have registered for an account on our website (**Elmo Account**); and
 - (f) you have passed our identity and credit checks and have been approved by the elmo team; and
 - (g) You have entered into a Vehicle Hire Contract with us.
- 2.2. **Driving licence conditions.** You may only use our Subscription Services, if and for as long as you meet the following conditions:
 - (a) you have held a full, valid, UK/EU driving licence in the driving category permitting you to drive the Vehicle;
 - (b) you have held a full UK/EU driving licence for at least 3 years (5 years for vehicles in ABI Group 31 and above) prior to the start of the Subscription Agreement;
 - (c) you have been a resident in the UK for the last 2 years; and
 - (d) you have not been disqualified from driving within the last 3 years; and
 - (e) you have not been involved in more than 1 at fault insurance claim or 3 total claims within the last 3 years; and

- (f) there are no more than 6 current endorsement points on their driving licence; and
- (g) in addition to (f) above, there are no endorsements on your driving licence that, in our sole opinion, make you unsuitable to use, or continue to use our Subscription Services. These may include, but are not limited to: motoring convictions for dangerous driving, drink driving, drug driving, or failure to report an accident; and motoring offences that result in a disqualification from driving; and
- (h) you have no criminal convictions and have not been charged with a criminal offence but not yet been tried; and
- (i) you have not had any insurance declined, and/or renewal refused and/or insurance cover cancelled by any motor insurer; and
- (j) you are not engaged in the following occupations:
 - i. professional sportsman or sportswoman; or
 - ii. the entertainment or theatrical professions; or
 - iii. racing or gambling.

It is your responsibility to ensure that any drivers included in your Subscription comply with the driver conditions for the duration of the Hire Period. If any Named Driver of yours ceases to hold the required driving licence, has 6 or more current endorsement points on their driving licence, or if, in our opinion a driving licence endorsement makes them unsuitable to continue to use our Subscription Services, we will have the right to exclude them from driving the vehicle. You must notify us immediately if, at any time between placing your initial order for the Subscription Services and the end of the Hire Period, you cease to hold the required driving licence, or any new endorsements are recorded against your driving licence. If you cease to hold the required driving licence, or if, in our opinion a driving licence endorsement makes you unsuitable to continue to use our Subscription Services, we will have the right to terminate the Subscription Agreement in accordance with clause 26.3 (We may end this contract if you break it) of these General Terms.

2.3. The eligibility criteria Named Drivers must meet. Each Named Driver must meet the following eligibility criteria to be permitted to drive the Vehicle in accordance with the Subscription Agreement:

- (a) be at least 25 years of age (or at least 30 for vehicles in ABI Group 31 and above); and
- (b) meet the same the driving licence conditions as those set out in respect of you in clause 2.2 (Driving licence conditions) above.

You must notify us immediately if, at any time between placing your initial order for the Subscription Services and the end of the Hire Period, any Named Driver ceases to hold the required driving licence, or any new endorsements are recorded against their driving licence. If they cease to hold the required driving licence, or if, in our opinion a driving licence endorsement makes them unsuitable to continue to be permitted to drive the Vehicle, the Subscription Agreement will remain in force, but that Named Driver will no longer be permitted to drive the Vehicle.

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3. OUR CONTRACT WITH YOU

3.1. **Getting started.** Before you place an order for the Subscription Services on our website, you must register for an elmo Account on our website. You must keep your elmo Account details secure and not disclose them to anyone.

3.2. **Placing an order for the Subscription Services.** To place an order on our website, you need to take the following steps:

- (a) build your subscription order:
 - (1) Select the vehicle you wish to add to your subscription order;
 - (2) Select your required monthly Mileage Allowance and delivery details;

- (3) enter the number and details of up to two additional drivers (Named Drivers) of the Vehicle who you wish to include in your subscription order;
 - (4) confirm any Subscription Surcharge applied to certain regions and additional drivers;
 - (5) if you wish, you may add a public charging membership to your subscription order;
 - (b) upload clearly legible photos or scan copies (front, back and the front held next to your face) of your driving licence, your DVLA check code and proof of address;
 - (c) Take time to read these General Terms and ensure that you understand and are happy with its terms; By clicking, 'I agree' you agree to be bound by the terms outlined in this document;
 - (d) Agree to allow us or a third party perform a consumer credit check on you;
 - (e) Pay the Initial Payment Fee in respect of the Admin and Set-up of your Subscription Order on our website using a debit or credit card;
 - (f) Once your subscription has been confirmed, we will then ask you to set up a Direct Debit and sign the Contract Details Sheet and Vehicle Hire Agreement to confirm the services included in your subscription.
- 3.3. **What does the Initial Payment cover.** The Initial Payment is taken by us to confirm your subscription order. It is held until your subscription is confirmed at which point it is charged to the card by which you made the payment on elmo's website. The initial payment is made up of:
- (a) A set-up fee, which is equal to the first month of your subscription payment; and
 - (b) A delivery fee.
- 3.4. **Does this mean I am charged twice for the first month of my subscription.** No. We charge a set-up fee equal to the first month's subscription payment in order to confirm the booking. However, to offset this, the first month of every subscription is free of charge so you do not pay double for the first month of your subscription.
- 3.5. **Order acknowledgement.** When you place your order on our website, we will acknowledge your order on screen, followed by an email. That order acknowledgement will include copies of the General Terms and pre contract information for your Vehicle Hire Agreement. This acknowledgement does not mean that your order has been accepted.
- 3.6. **Our contract with you.** Within two working days from receiving your order for the Subscription Services, we will check details of your order and contact you to confirm whether we can accept your order. If we can accept your order, our acceptance of your order will take place when we charge the Initial Payment to your payment card and email you to confirm that we have accepted your Subscription Order. At this point, this initial payment is still refundable until the Vehicle Hire agreement has been signed, at which point you will have legally entered into a Subscription Agreement with us.
- 3.7. **Further initial steps.** Once we have accepted your Subscription Order:
- (a) you must set up a Direct Debit in respect of our ongoing monthly subscription fee charges by following the on-screen instructions from your elmo Account dashboard. Your direct debit must not be set-up on a prepaid card; and
 - (b) sign the Contract Details sheet and the Vehicle Hire Agreement. These will be sent you via email; and
 - (c) if you have complied with the above requirements, we will contact you to confirm the date of the Delivery of the Vehicle; or
 - (d) if you have not complied with the above requirements, we will not be able to process your Subscription Order and we will cancel the Initial Payment taken, in accordance with our payments policy. If you have already signed the Contract Details, Vehicle Hire agreement (and if appropriate, charge point hire agreement,) and have thus entered into the Subscription Agreement, this will end in accordance with clause 26.3 (We may end this contract if you break it) of these General

Terms, and we will refund the Initial Payment to you. The refund will be made without undue delay and no later than within 10 working days by the same method you used to pay the Initial Payment.

- 3.8. If we cannot accept your order.** If we are unable to accept your Subscription Order, we will email you to inform you about it, and no contract between you and us will come into force. This might be, for example, because you do not meet one or more of the eligibility criteria set out in clause 2 (Eligibility criteria), or because your selected vehicle is no longer available. We will also refund the Initial Payment to you in full. The refund will be made without undue delay and no later than within 10 working days by the same method you used to pay the Initial Payment.
- 3.9. If you cancel your Subscription Order.** You can cancel your Subscription Order at any point before your delivery. If you cancel your Subscription Order prior to 72 hours before your delivery time, we will refund your Initial Payment to you in full. If you cancel your Subscription Order within 72 hours of your delivery date, we will refund your Set up fee but will not refund the delivery fee.
- 3.10. If you do not sign the Vehicle Hire Agreement.** If you do not sign the Vehicle Hire Agreement, we will not deliver the vehicle to you and no Subscription Agreement will come in to force between us. We will refund you the full Initial Payment amount in line with the terms set out in this document.
- 3.11. Changes to the Subscription Services.** If you wish to make any changes to the Subscription Services (for example, change the Vehicle, add or cancel optional services, add or cancel a Named Driver), please contact us at hello@elmodrive.com. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Initial Payment (where applicable) and Subscription Fee, or anything else, which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with that change. What happens when you confirm that you wish to go ahead with that change depends on the timing of your change request. If you request a change:
- (a) before we accept your Subscription Order, that order will be cancelled and replaced by your new order; or
 - (b) when a contract for the Subscription Services is already in force between you and us, your existing Subscription Agreement will end on the date we agree with you, and the changed subscription services will be subject to a new subscription agreement; or
 - (c) These General Terms will continue to apply to a new Vehicle Hire Agreement.

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4. THE SUBSCRIPTION SERVICES

- 4.1. We will provide our Subscription Services to you.** In consideration of the payment by you of the Initial Payment and the Subscription Fees included in the Contract Details Sheet (including the Vehicle Rental Fee in the Vehicle Hire Agreement) and subject to your compliance with these General Terms, we will provide the Subscription Services to you during the term of the Subscription Agreement in accordance with these General Terms.
- 4.2. Meaning of the Subscription Services.** The Subscription Services cover:
- (a) the provision of the Vehicle to you on a hire basis, the details of which are set out in sections 3.1 (Hire Period) to **Error! Reference source not found.** (Return of the Vehicle) of the Contract Details sheet. The hire of the vehicle itself is covered by the Vehicle Hire Agreement which is separate to these General Terms and will be signed once your Subscription Order is confirmed; and
 - (b) the provision of the Standard Package Vehicle Services, the details of which are set out in section 9.1 of this agreement. These will be confirmed in the Contract Details Sheet to be signed once your Subscription Order is confirmed; and
 - (c) the provision of the Optional Extras added by you to your subscription, as set out in section 3.4 (Named Drivers) and 3.9 (Damage excess waiver) of the Contract Details Sheet; and

- (d) the provision of a public charging access card which gives you access to all public charge points on the Paua network. Usage of the public charging card is charged at rates set by the individual charge point operator and will be billed through your elmo billing account. Use of the public charging is governed by these General terms (Part VIII: Public Charging).
- 4.3. **We may nominate a third party to carry out services.** We may ask third parties to carry out one or more of our responsibilities under the Subscription Agreement on our behalf. For example, we may ask a third party repairs centre to service the Vehicle. When we do so, we will notify you in advance and provide you with information on the identity of the third party and any other relevant details. We will also remain primarily responsible for, and liable to you for, the performance of such obligations.
- 4.4. **Your general obligations.** You must comply with the following obligations during the term of your Subscription Agreement and after its expiry or termination whilst the Vehicle is in your possession:
- (a) **Our instructions.** You must comply with our reasonable instructions in respect of the Vehicle.
 - (b) **Accuracy of information.** You must provide us, in timely manner, with information required under your Subscription Agreement or as may be reasonably requested by us from time to time. You are responsible for ensuring that the information you provide us with is accurate, complete and up-to-date. If you notice any errors to the information you provided us with, or if your information changes, you must notify us using one of the contact methods set out in section **Error! Reference source not found.** (How to contact us) of the Contract Details Sheet.
 - (c) **Change of your details.** You must tell us without delay when there is any change to your (or a Named Driver's) address or contact details.

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PART II: VEHICLE HIRE

5. VEHICLE HIRE

- 5.1. **The Vehicle Hire Agreement is separate to the Subscription Services.** As part of the Subscription Services, we will provide the Vehicle to you on the basis of hire for the Hire Period. However, this is covered through a separate Vehicle Hire agreement. The hire of the Vehicle is a hire agreement regulated by the Consumer Credit Act 1974. The terms of the hire are set out in this Part II (Vehicle Hire) of these General Terms and in the Vehicle Hire Agreement which will be sent to you to sign once your subscription order is confirmed. For regulatory reasons, you will need to sign the Vehicle Hire Agreement as a separate agreement to the vehicle subscription services which cover the terms of the hire. Although separate, the Vehicle Hire Agreement is part of the Subscription Services that elmo provide and forms the Subscription Agreement along with the General Terms. You are only entitled to hire the Vehicle if and for as long as you subscribe to our Subscription Services.
- 5.2. **The ownership of the Vehicle.** The Vehicle is provided to you on the basis of hire, as set out in the Vehicle Hire Agreement. You do not and will not own the Vehicle. You will not have any right, title or interest in or to the Vehicle, except for the right to possess and use it during the Hire Period in accordance with the Subscription Agreement. The Vehicle will, at all times, remain the property of the elmo or a 3rd party. You may not sell, transfer or otherwise dispose of, part with the possession of, or grant to any person any legal rights to the Vehicle (including any of its parts, keys, fittings or equipment).
- 5.3. **Vehicles may vary slightly from their pictures.** The images of the vehicles on our website are for illustrative purposes only. Your Vehicle may vary slightly from those pictures.
- 5.4. **Hire Period.** The Hire Period of the Vehicle is indefinite with a fixed minimum term. That minimum term is as set out in section 3.1 (Hire Period) of the Contract Details Sheet. This means that the hiring of the Vehicle will start on the day of the Delivery of the Vehicle to you (as defined in clause 6.1 (Delivery of the Vehicle) of these General Terms). Unless the Subscription Agreement is cancelled by you in accordance with clause 23 (Cooling-off period cancellation rights) of these General Terms, the hiring of the Vehicle will continue for the minimum term, and thereafter until the Subscription Agreement is

ended by you in accordance with clause 24 (Your right to end the Subscription Agreement on notice) or clause 25 (Your other rights to end the Subscription Agreement) of these General Terms, or ended by us in accordance with clause 26 (Our rights to end the Subscription Agreement) of these General Terms.

- 5.5. **The responsibility for the Vehicle.** The risk in the Vehicle will pass to you on Delivery (see clause 5.4 (Hire Period) above). This means that from the point of Delivery you will be responsible for any loss of or damage to the Vehicle, whether insured or not, except for:
- (a) damage caused by fair wear and tear in accordance with BVRLA standards;
 - (b) pre-existing defects in the Vehicle which could not reasonably be discovered by careful inspection on Delivery; and
 - (c) loss or damage caused by our negligence or the negligence of our subcontractors or agents.
- 5.6. **Insurance.** You (and all Named Drivers) must comply with the obligations set out in Section 13 (Vehicle Insurance) of these General Terms.

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6. DELIVERY OF THE VEHICLE TO YOU

- 6.1. **Delivery of the Vehicle.** We will contact you to confirm the date of Delivery as set out in clause 3.7(c) (Further initial steps) of these General Terms. We will then deliver the Vehicle to the address specified in section 3.5 (Delivery) of the Contract Details Sheet on the agreed date of Delivery, the vehicle will only be delivered to you unless otherwise agreed in writing with elmo; or
- 6.2. **Delays to Delivery.** We will always try our hardest to deliver the Vehicle to you on your selected date and time. However, sometimes due to staff and/or Vehicles issues there may be times where this is not possible. In this instance, we will contact you to let you know of any delays and when you may expect your vehicle to be delivered. If your vehicle delivery date is delayed by more than 2 working days then we will refund you the delivery fee you made as part of your Initial Payment.
- 6.3. **Condition of the Vehicle on Delivery.** We will ensure that on Delivery:
- (a) the Vehicle's condition meets the standards recommended by its manufacturer, accounting for vehicle age and mileage;
 - (b) the Vehicle is roadworthy and has a valid MOT certificate;
 - (c) the Vehicle is taxed; and
 - (d) the Vehicle is in a clean condition.
- 6.4. **Vehicle Condition Report.** On or immediately prior to the Delivery of the Vehicle at the start of the Hire Period, we will inspect the Vehicle and record any existing defects in a written report of the condition of the Vehicle (**Vehicle Condition Report**). On the Delivery, we will record the Vehicle's mileage and battery level in the Vehicle Condition Report and provide you with its copy via email.
- 6.5. **You must inspect the Vehicle on Delivery.** On the Delivery, you must inspect the Vehicle and notify us of any defects or other issues identified by your inspection that are not already included on the Vehicle Condition Report by emailing us at hello@elmodrive.com. Unless you notify us of any additional defects or issues on the Delivery date, the Vehicle will be deemed to have been delivered to you in the condition recorded in the Vehicle Condition Report (save any defects which cannot be reasonably discovered on a careful inspection).
- 6.6. **What happens if you let us know about issues with the Vehicle on Delivery.** If, in accordance with clause 6.5 (You must inspect the Vehicle on Delivery) above, you notify any additional defects or issues to us, we will provide you with an updated Vehicle Condition Report.

- 6.7. **Vehicle Keys.** All cars will be delivered with a single key and we will retain the spare key for the duration of your Subscription. Providing a spare key is not part of the Subscription Services and if you receive two keys with your Vehicle you must immediately tell us so we can organise the return of the second key.

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7. YOUR USE OF THE VEHICLE

This clause 7 sets out the conditions you must observe in connection with your (and the Named Drivers') use of the Vehicle. Please read it carefully.

- 7.1. **Our right to inspect the Vehicle.** We reserve the right to inspect the Vehicle any time during the Hire Period to check its condition. We will give you not less than seven days of notice before conducting an inspection. You must comply with our reasonable instructions in respect of such inspection. If on such an inspection, we discover that the vehicle condition is worse than was recorded in the Vehicle Condition Report, we may organise repairs to restore the vehicle back to the original condition and recover the cost from you.
- 7.2. **Mileage Allowance.** When placing an order for our Subscription Services on our website, you must choose your required monthly Mileage Allowance. You agree not to exceed the stated Mileage Allowance, this will be set out in the Contract Details Sheet that we will send you to sign once your Subscription Order is confirmed. If you exceed the agreed Mileage Allowance, on Return of the Vehicle at the end of the Hire Period, you must pay us the Excess Mileage Fee set out in the 'Other Payments' section of the Vehicle Hire Agreement. We also reserve the right to recover the vehicle from you for exceeding the mileage allowance. If, without prior consent from elmo, you exceed 1,500 miles in two consecutive calendar months, we have the right to recover the vehicle from you and impose a higher mileage fee.
- 7.3. **Who can drive the Vehicle.** Only you and, if included in your Subscription Services, the Named Drivers included as part of your subscription are allowed to drive the vehicle. The drivers allowed to drive the vehicle will be set out in 3.4 (Named Drivers) of the Contract Details Sheet which will be sent to you once your subscription order is confirmed. You must not permit any other person to drive the Vehicle. If your Subscription Services permit the use of the Vehicle by Named Drivers, it is your responsibility to ensure that each Named Drivers complies with the terms of the Subscription Agreement. You will be liable to us for all acts and omissions of the Named Drivers as if they were your own acts or omissions.
- 7.4. **The use of the Vehicle.** You and the Named Drivers must comply with the following obligations during the term of your Subscription Agreement until it is returned to us:
- (a) **Road traffic laws.** At all times drive and use the Vehicle in compliance with all applicable road traffic and other applicable laws.
 - (b) **Safe driving.** At all times, drive the Vehicle in a careful and safe manner, maintaining a driving score of at least 80% over a 30 day period. Dangerous or reckless driving will result in termination of agreement, including excessive speeding.
 - (c) **Appropriate use.** Drive in accordance with the Vehicle's manual, and do not use the Vehicle for off-road, sporting competition, racing, pace making or any other manner which may endanger the safety of any person, or the technical condition of the Vehicle, or any other vehicle or property (for example, street furniture).
 - (d) **Security.** Keep the Vehicle and the Vehicle keys secure, including always locking the Vehicle when not in use. You must pay us the Key Replacement Charge set out in the charges section of the Vehicle Hire Agreement if you request a replacement Vehicle key any time during the Hire Period, and/or if you fail to return any Vehicle keys to us at the end of the Hire Period;

- (e) **Duty to prevent injury or death.** You (and the Named Drivers) must take reasonable care to prevent personal injury or death to any person (including you or that Named Driver) whilst using the Vehicle;
- (f) **Duty to prevent loss or damage.** You (and the Named Drivers) must take reasonable care to prevent any loss or damage to the Vehicle;
- (g) **Lawful use only.** Do not use the Vehicle in any manner, or for any purpose, which is unlawful;
- (h) **Private use only.** Do not use the Vehicle for any commercial purpose (for example, sub-hire or any reward activities). Only use the vehicle for your own (or the Named Driver's) private (social, domestic and pleasure) purposes, which includes commuting to and from multiple places of work but does not extend to any time spent for hire and reward purposes (for example, to carry people and goods in return for payment);
- (i) **No smoking.** Do not, or permit any person to, smoke, vape or consume illegal substances in the Vehicle. If you fail to comply with this obligation, you will be liable to pay us the Smoking Fee set out in the Vehicle Hire Agreement.
- (j) **UK use only.** Do not, without our prior written permission, take the Vehicle outside the UK.
- (k) **No driving under influence.** Do not drive the Vehicle under the influence of alcohol or drugs.
- (l) **No overloading.** Do not permit in the Vehicle more passengers than the number of the Vehicle's seats. Do not exceed the maximum load allowed in the Vehicle as set out in the Vehicle's manual.
- (m) **No dangerous or illegal materials.** Do not place, store or transport in the Vehicle any materials which are illegal, harmful or hazardous (such as, but not limited to, toxic, flammable, corrosive, radioactive).
- (n) **No alterations to the Vehicle.** Do not, without our prior written permission, tamper with, or make (or permit any person to make) any alterations or modifications to the Vehicle (including any of its fittings or equipment), or attach or affix (or permit any person to attach or affix) anything to the Vehicle (including any of its fittings or equipment). Without limiting any other rights we may have under the Subscription Agreement, a failure to comply with this obligation will result in any such changes or additions to the Vehicle will belonging to us, and you being liable to pay us the Modification Charge set out in the charges section of the Vehicle Hire Agreement.
- (o) **Mileage.** Do not exceed over 1500 miles a month for two consecutive months, without prior consent from elmo.

If you fail to comply with any of the above obligations, you will be in breach of this Agreement and we reserve the right to collect the vehicle from you.

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8. RETURN OF THE VEHICLE TO US

This clause 8 sets out the conditions you must observe in connection with Returning the Vehicle to us at the end of the Hire Period and sets out the charges you must pay us if you fail to meet those conditions. Please read it carefully.

- 8.1. **How you must Return the Vehicle to us.** You must return the Vehicle to us at the end of the Hire Period by making it available for collection by us, for which a collection charge will apply. For ease of reference, in these General Terms and in your Vehicle Hire Agreement, we refer to this as the **Return**.
- 8.2. **When and where you must Return the Vehicle to us.** When you must Return the Vehicle to us depends on how the Subscription Agreement is ended.
 - (a) **Returning the Vehicle during the notice period.** If your Subscription Agreement is ended on 30 days' notice (in accordance with clause 24 (Your right to end the Subscription Agreement on

notice) of these General Terms), then you must Return the Vehicle to us before that notice period expires. You can choose to Return the Vehicle on any working day within the notice period. However, we recommend choosing a Return date at the end of the notice period, as you will have to pay the Subscription Fee up to the end of the notice period.

- (b) **Returning the Vehicle in other circumstances.** If the Subscription Agreement is ended otherwise than on 30 days' notice (in accordance with clause 24 (Your right to end your Subscription Agreement on notice) of these General Terms), then you must Return it to us on the next working day following the termination of the Subscription Agreement.

On Return of the Vehicle, you must hand it over to the person nominated by us, who will inspect the Vehicle. For that reason, you must agree with us the exact day and location of the Return before the day of the Return. If, for any reason, you do not agree the exact day and location of the Return of the Vehicle with us by the last day when it must be Returned to us, you must take the Vehicle back to us to the address set out in section 3.6 (Return of the Vehicle) of the Contract Details Sheet which we will send once we your Subscription Order is confirmed.

- 8.3. **What happens if you fail to Return the Vehicle at the agreed time and place.** If you fail to Return the Vehicle to us on the agreed date and time and at the agreed location, you must pay us the Overdue Return Fee set out in the charges section of the Vehicle Hire Agreement. You will still be liable for the collection fee associated with the failed return, and must pay us an additional collection fee to rearrange the Return.
- 8.4. **What happens if you fail to arrange a collection at the end of your subscription agreement.** If, at the end of your Subscription agreement, you fail to coordinate with us to arrange the Vehicle to be collected, then we may choose to repossess the Vehicle. In this instance, you must pay us the Repossession Fee set out in the charges section of the Vehicle Hire Agreement.
- 8.5. **Condition of the Vehicle on its Return to us.** You must Return the Vehicle to us:
- (a) in a clean condition (both exterior and interior) - we recommend a professional valet to ensure the Vehicle is in the same condition as when the vehicle was delivered; and,
 - (b) in a condition that is not worse than the condition recorded in the Vehicle Condition Report (as may be updated by us from time to time during the Hire Period) save for fair wear and tear. elmo uses the industry standard BVRLA standard to assess fair wear and tear (further details can be found in our [Wear and Tear Policy](#)); and,
 - (c) with all keys, charging cables, fittings, equipment and documents listed in the Vehicle Condition Report; and,
 - (d) with at least 60% battery level; and,
 - (e) With all personal data removed and the vehicle's system reset to factory settings. This may include, but is not limited to, saved addresses, saved phone numbers, saved profiles. elmo do not store and are not liable for any personal data that is not deleted following the end of the hire agreement. elmo reserves the right to charge for any fees incurred to remove personal data; and,
 - (f) free of any of your or any other person's belongings

The person nominated by us to take the Vehicle from you on its Return, will inspect the Vehicle to check its condition and record it in the Vehicle Condition Report.

- 8.6. **What happens if you fail to Return the Vehicle in the same condition.** If you fail to Return the Vehicle to us as required under clause 8.5 (Condition of the Vehicle on its Return to us) above, then you will be liable for any costs we may incur in returning the Vehicle to the required condition. This means, that you may have to pay us:
- (a) the Repair Charge set out in the charges section in the Vehicle Hire Agreement if we determine that the Vehicle requires repairs to return it to the condition required under clause 8.5(b) (Condition of the Vehicle on its Return to us) above, and/or more than standard valeting to return it to clean condition; and/or

- (b) the Modification Charge set out in the charges section of the Vehicle Hire Agreement, without our written permission, any alterations or modifications have been made to the Vehicle, and/or anything has been attached or affixed to the Vehicle; and/or
- (c) the Key Replacement Charge set out in the Charges section of the Vehicle Hire Agreement in you fail to return any Vehicle keys to us; and/or
- (d) the Equipment Replacement Charge set out in the Charges section of the Vehicle Hire Agreement if you fail to return any equipment provided with the vehicle (see section 8.4); and/or
- (e) the Recharging Charge set out in the Charges section of the Vehicle Hire Agreement in if there is less than 80% battery level upon the Return of the Vehicle to us; and/or
- (f) The Smoking Fee set out in the Charges section of the Vehicle Hire Agreement if we discover that anyone smoked in the Vehicle during the Hire Period; and/or
- (g) Damage Excess charge set out in the Vehicle Hire Agreement if we make an insurance claim concerning your vehicle during your period of hire; and/or
- (h) Any damage fees over and above the Damage Excess if you have been found to break this agreement in a way that invalidates our insurance cover, see section 7.4 ; and/or
- (i) The Personal Data Removal charge set out in the Vehicle Hire Agreement if we have to remove any personal data from the Vehicle

We will not be liable to you or any other person for any belongings left by you or any other person in the Vehicle. We will not be liable for any personal data left stored in the Vehicle.

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PART III: STANDARD PACKAGE VEHICLE SERVICES

9. ABOUT STANDARD PACKAGE VEHICLE SERVICES

9.1. **What is included in the Standard Package Vehicle Services.** During the Hire Period we will provide the following Standard Package Vehicle Services to you in accordance with this Part III of the General Terms:

- (a) **Insurance.** All Vehicles are covered under elmo's fleet insurance policy.
- (b) **Breakdown cover.** We will arrange and manage national breakdown cover for the Vehicle. Please see clause 10 (National breakdown cover) of these General Terms for further details.
- (c) **Servicing and maintenance.** We will arrange routine servicing and maintenance of the Vehicle. Please see clause 11 (Servicing, maintenance and MOT) of these General Terms for further details.
- (d) **MOT.** We will arrange and pay for MOT testing for the Vehicle when required. Please see clause 11 (Servicing, maintenance and MOT) of these General Terms for further details.
- (e) **Vehicle tax.** We will arrange and pay the appropriate UK road tax when required.
- (f) **Telematics.** We will install a telematics solution in the Vehicle. Please see clause 12 (Telematics) for further details.
- (g) **Tyre replacement.** We will cover fair wear and tear on tyres, using the BVRLA standard.
- (h) **Congestion charge.** We will register all vehicles for the London congestion charge exemption and will cover all associated costs.

9.2. **The cost of the Standard Package Vehicle Services.** The costs of the above Standard Package Vehicle Services are included in the monthly Vehicle Rental Fee.

9.3. **Non-routine repairs to the Vehicle.** Except for repairs included in the breakdown cover (see clause 10 (National breakdown cover) of these General Terms) and the repairs referred to in clause 11.1 (What does servicing and maintenance cover, non-routine repairs required to the Vehicle due to misuse are not included in the Standard Package Vehicle Services, and you will be responsible to pay us the Repair

Charge set out in section the Charges section of the Vehicle Hire Agreement to cover the costs of such repairs by a repair centre approved by us.

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10. NATIONAL BREAKDOWN COVER

- 10.1. **About the breakdown cover.** The Standard Package Vehicle Services include services related to the breakdown of the Vehicle, as set out in this clause 10. We or our supply partners are the holder of the policy. The policy covers you, and the Named Drivers, when driving the Vehicle in the UK.
- 10.2. **Who provides the cover.** The Breakdown cover is provided by a number of providers depending on the vehicle you are subscribed to. On delivery of the vehicle, we will inform you of the breakdown provider and provide their contact details to you in case of a breakdown.
- 10.3. **The meaning of a breakdown.** The words breakdown, break down, and broken-down mean that the Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure, including any failure of the battery, but not as a result of a road traffic accident, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the Vehicle to cease to function as a whole. Illumination of a vehicle's warning light does not always constitute a breakdown, and will not always be covered by our breakdown cover.
- 10.4. **What is covered.**

The details of the breakdown cover are set out in the policy documents. Please read them carefully.

The breakdown cover services are limited to the following services within the UK in case of a breakdown of the Vehicle:

- (a) roadside assistance;
 - (b) recovery services;
 - (c) at home services; and
 - (d) onward travel services,
- 10.5. **What is not covered.** The breakdown cover services do not:
- (a) apply to the Vehicle if it is already at a garage or a repair centre;
 - (b) include attendance following a road traffic accident, fire, flood, theft, act of vandalism or any other incident covered by elmo's Vehicle Insurance;
 - (c) apply to the Vehicle if it has broken down on land to which you (or the relevant Named Driver driving) do not have permission to access;
 - (d) apply to the Vehicle, if it has broken-down as a result of taking part in any motorsport event or activity which takes place off the public highway (including, without limitations, rallies or stock car racing) and is not subject to the normal rules of the public highway;
 - (e) apply to the Vehicle if driven under trade plates;
 - (f) include the transportation of the Vehicle, which in the breakdown providers reasonable opinion is loaded over its legal limit;
 - (g) include the cost of specialist resources for any reason (including safely lifting a modified vehicle);
 - (h) include any costs:

- (1) incurred without the Breakdown providers or our permission;
 - (2) in respect of towing the Vehicle where the tow distance exceeds 10 miles;
 - (3) of providing a temporary solution for you (or a Named Driver) to reach a garage to get a tyre replaced;
 - (4) relating to you (or a Named Driver) having failed to carry or having misused any equipment provided by the Vehicle's manufacturer for the purposes of removing the Vehicle's spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - (5) relating to repairs or replacement to glass in the Vehicle;
 - (6) relating to the keys to a Vehicle being broken, lost, stolen, or locked in the Vehicle; or
 - (7) for Vehicle storage charges,
- 10.6. **What to do if the Vehicle is broken-down.** If, during the Period of Hire, the Vehicle breaks down, including as a result of being involved in a road traffic accident, you must contact the breakdown provider whose contact details we will have supplied to you at the start of your subscription (alternatively you may contact us on 0330 165 4945 and we will help); report the breakdown using the instructions we will supply to you including company name, vehicle registration, vehicle make, vehicle model, the exact location of the vehicle, your contact number and the nature of the fault. You must also:
- (a) call the breakdown provider back if the Vehicle gets going before they arrive;
 - (b) only accept help that has been sent to assist the Vehicle by the breakdown provider;
 - (c) not go directly to a garage, even a garage appointed by the breakdown provider - we will not reimburse you for the costs of such other assistance;
 - (d) only accept recovery arranged by the breakdown provider – we will not reimburse you for the costs of such other assistance;
 - (e) do not, without our prior permission, request any services not covered by the breakdown cover - we will not reimburse you for the costs of such other assistance; and
 - (f) submit to us proofs of any payments made to the breakdown provider in accordance with this clause 10 by emailing its scanned copy at hello@elmodrive.com;

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11. SERVICING, MAINTENANCE AND MOT

- 11.1. **What does servicing and maintenance cover.** The Vehicle servicing and maintenance services cover the following:
- (a) routine servicing and maintenance to the Vehicle (which are not required due to your or a Named Driver's fault) in accordance with manufacturer's maintenance recommendations;
 - (b) replacement of consumable parts, such as tyres, and brakes, to ensure conformance to safety and legal requirements, save where such replacements are required as a result of neglect or wilful damage;
 - (c) Any repairs resulting from fair wear and tear or manufacturing faults.
- 11.2. **What does MOT management service cover.** We will arrange and pay for MOT testing for the Vehicle when required and before the expiry of its then current MOT certificate. If the Vehicle fails an MOT test, we will notify you of and arrange any remediation and retesting required.
- 11.3. **You can only use service outlets approved by us.** All servicing, maintenance and MOTs must be undertaken by repairs centres approved by us. Services carried out by any other party are not covered by the Vehicle Rental Fee and we will not reimburse you for their costs.

- 11.4. **Arranging appointments.** We will provide you with at least 14 days' notice that the servicing, maintenance or MOT of the Vehicle is due. We will contact you by phone or email to arrange such appointments with you, arrange the appointment with our approved repair centre, and notify you of the address, date and time of the appointment no later than seven days before that appointment.
- 11.5. **You must keep your appointments.** You are responsible for delivering the Vehicle to the garage on the arranged date and time. If you are unable to make a scheduled appointment, you must notify us no later than 48 hours before your appointment.
- 11.6. **What happens if you miss an appointment.** If you miss an arranged appointment and we incur third party cost of rescheduling such appointment, you will have to pay us the Appointment Rescheduling Charge as set out in the Charges section of the Vehicle Hire Agreement.
- 11.7. **Courtesy vehicles.** We will not be obliged to provide a courtesy vehicle to you for the time when the Vehicle is not available to you due to servicing, maintenance or MOT.

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12. TELEMATICS & DASHCAM

- 12.1. **Telematics & Dashcam.** We may, at our cost, install a telematics solution and front-facing dashboard camera in the Vehicle before Delivery.
- 12.2. **What is Telematics.** Telematics is a technology solution allowing you and us to track the location of the Vehicle, as well as energy consumption, state of charge, exact mileage, acceleration and braking information. It also allows us to remotely lock, unlock or immobilise the Vehicle.
- 12.3. **Where you can view the telematics data.** You can view the data captured by the telematics in your user dashboard in your Elmo Account on our website.
- 12.4. **What is a Dashcam.** Dashcam records live video, without audio, from your vehicle. There is no inward facing camera, microphone or speaker. We use these images and video to for insurance reporting purposes and to monitor driving behaviour in instances of harsh driving events (e.g. harsh breaks, turns or acceleration).
- 12.5. **Where you can view the Dashcam footage.** Video footage is not available to drivers, we may choose to send footage to query driving for clarifications around driver behaviour.
- 12.6. **Who do we share this data with?** elmo may share anonymised telematic data with selected third parties, per elmo's privacy policy. elmo may share telematic data or dashcam footage with insurance providers in the event of an insurance claim. elmo may share telematic data or dashcam footage with the relevant authorities in the event of an investigation request.

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13. VEHICLE INSURANCE

- 13.1. **We are responsible for insurance.** We are responsible for obtaining, and maintaining during the entire Hire Period, a comprehensive motor insurance cover in respect of the Vehicle for you and every Named Driver.
- 13.2. **You must comply with the terms of the policy.**

Failure to comply with the terms and conditions of the policy may result in the insurer not being obliged to pay the claims under the policy and you being responsible for the full damage cost.

Please read these General Terms carefully, as they set out important terms you must be aware of and comply with in order to benefit from the cover. The policy documents also detail what is and is not included in the Vehicle Insurance cover.

13.3. **You must comply with the terms of the Vehicle Insurance.** You and the Named Drivers must:

- (a) not do (or omit to do) anything, or permit any other person do anything, which may invalidate the Vehicle Insurance as set out in 13.8 (What is not covered by our insurance policy) in these General Terms; and
- (b) not use the Vehicle in any manner not covered by the Vehicle Insurance as set out in 13.8 (What is not covered by our insurance policy) in these General Terms

Any breach of the terms included in this document may invalidate the insurance policy and you will be responsible for the full cost of any accident and any associated damages if the insurance policy is invalidated due to any breach of these terms by you or any named driver on the policy.

13.4. **How it works.** All vehicles include elmo's fleet policy insurance as part of the Subscription Package Services, but to be covered under the policy you must:

- (a) read the terms contained in these General Terms and ensure that you understand and are happy with the terms; and
- (b) place your Subscription Order for our Subscription Services on our website as set out in clause 3.2 (Placing an order for the Subscription Services) of these General Terms; and
- (c) have eligibility for your service approved for you, and any Named Drivers; and
- (d) immediately pay us any applicable Damage Excess Charge set out in the Charges section of the Vehicle Hire Agreement if a claim is made on the Vehicle Insurance policy by us or a third party (the excess may be returned to you if liability is assigned to any 3rd party for the claim); and
- (e) the cover will end automatically on the last day of the Hire Period;

13.5. **The meaning of accident.** In these General Terms, **accident** means a single, unexpected, unforeseen and unintentional event involving the Vehicle, occurring at an identifiable time and place, and resulting either in bodily injury to you (or the Named Driver driving the Vehicle) and/or a third party, or damage to property.

13.6. **About our integrated insurance cover.** Our integrated insurance cover is a fleet policy. The policy is in our name. It covers you, and the Named Drivers when driving the Vehicle in the UK.

13.7. **What is covered by our insurance.** Our fleet insurance includes:

- (a) Damage to the Vehicle and any accessories on the Vehicle in respect of fire and theft, accident, and liability to third parties.
- (b) All amounts that must be paid as damages for the death of or injury to anyone, or damage to their property resulting from an accident involving the Vehicle.
- (c) Legal costs for a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry or defend anyone insured under this policy in a court.
- (d) Personal accident benefits covering the payments relating to an incidence where a driver under this policy has an accident and this and this is the only cause their death, loss of limb, or total and permanent loss of sight in one or both eyes.
- (e) Medical expenses for each person being carried in the Vehicle if they are injured in an accident.

13.8. **What is not covered by our insurance policy.** There are exceptions and exclusions to our fleet insurance policy which if they occur would invalidate our insurance policy resulting in the vehicle not being insured. Exceptions and exclusions to our fleet policy include but are not limited to:

- (a) Loss of or damage to the Vehicle resulting from someone taking it by fraud or trickery.

- (b) Loss of your vehicle or accessories if it is left unattended at any time unless the ignition key has been removed and all doors, windows and other openings have been closed and locked.
- (c) Liability for death of or injury caused by anyone insured by this policy unless the accident is on a road as defined in the Road Traffic Acts.
- (d) Anyone who is insured by any other policy.
- (e) Liability for loss of or damage to property which belongs to, or is in the charge of, anyone who is insured by this policy.
- (f) Liability for of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by, or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (g) Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- (h) Liability for pollution or contamination unless it is caused by a sudden identifiable event which is accidental and unexpected.
- (i) Liability in connection with the loading or unloading of a commercial vehicle beyond the limits of the carriageway by any person other than the driver or attendant of such vehicle..
- (j) Any claim where:
 - I. The Vehicle is driven by, or in charge of, anyone not approved to drive the vehicle by us.
 - II. The vehicle is used for purely commercial purposes (e.g. hire for reward or delivery vehicles).
 - III. Loss or damage is caused by war, government action, terrorist acts, earthquakes, riot or civil commotion if outside Great Britain, and ionising radiation or contamination.
- (k) any insurance for any proceedings brought or judgement obtained against the you in any court outside the United Kingdom, unless such proceedings are brought or judgement is obtained in the court of a foreign country arising out of use of your vehicle in that foreign country, with agreed permission to extend cover under the Policy to cover such foreign use.

13.9. **What happens if the insurance policy is invalidated.** As set out in 13.2 (You must comply with the terms of the Vehicle Insurance), if you do not, and our fleet insurance is invalidated as a result, you will be liable for the full cost of any damage or loss to the Vehicle as well as any damage or loss caused to 3rd parties.

13.10. **Pay-out limits under the policy.** The following limits apply to any payments made under the elmo fleet insurance policy:

- (a) The cover provided for damage to property damage is limited for any one claim or series of claims arising out of one occurrence to £20,000,000 (including interest).
- (b) and in addition, an amount up to £5,000,000 for claimants' costs and expenses, if you are ordered to pay them or paid with our written consent.
- (c) Legal cost of up to up to £100,000 to help you claim from the person who was responsible for the accident.
- (d) Personal belongings limit of £150.
- (e) A Medical expenses limit of £200.
- (f) Personal accident benefits limit £5,000.

13.11. **Where to find details of the cover.**

The details of the insurance cover are included in these General Terms in section 14.10. If you require any further information, please contact us on hello@elmodrive.com

- 13.12. **Conduct of insurance claims.** If an event gives rise to an insurance claim, we will have the right to negotiate with the insurer, and conduct the defence or settlement of any insurance claims with the insurer in your name.

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14. DAMAGE, THEFT AND ACCIDENTS

- 14.1. **You are responsible for all damages.** You are responsible for all and any damage that occurs to your vehicle, and for the full value of any damages or injuries caused to third parties or their property whilst the vehicle is in your possession.
- 14.2. **Insurance liability.** As elmo includes insurance with all vehicle hires, your responsibility for damages will generally be limited to the Damage Excess Fee. If we make an insurance claim, you will be responsible for paying the Damage Excess Fee as listed in the Vehicle Hire Agreement.
- 14.3. **Payment of Damage Excess fee.** In the event of damage to the vehicle, the payment of the damage excess fee will be charged once the extent and cost of repair of the damage has been calculated. This may be prior to the work being completed.
- 14.4. **You must adhere to these terms.** Any breach of the terms included in this document may invalidate the insurance policy and you will be responsible for the full cost of any accident and any associated damages if the insurance policy is invalidated due to any breach of these terms by you or any named driver on the policy.
- 14.5. **You must notify us of any faults or damage.** You must notify us, by emailing hello@elmodrive.com, as soon as you become aware of any faults, defects or issues with the Vehicle discovered by you during the Hire Period, whether or not these are covered by the Standard Package Vehicle Services or the Vehicle Insurance. Without limiting the generality of the preceding obligation, you must still notify us without delay if a warning light indicating a fault appears on the Vehicle's dashboard. If instructed by us, you must take the Vehicle to a repair centre approved by us for repairs.
- 14.6. **What to do if the Vehicle is stolen or damaged by fire or a third party.** If the Vehicle (or any of its parts, fittings or equipment) is stolen or affected by a fire damage or criminal damage during the Hire Period, you must:
- (a) report it to the police without delay;
 - (b) as soon as reasonably possible, report it to us, by emailing hello@elmodrive.com or calling 0330 165 4945; and
 - (c) comply with our and our insurer's instructions (including in relation to Vehicle repairs, and providing information and documents we or the insurer may reasonably request).
- 14.7. **What to do if you are involved in an accident.** If, during the Hire Period, you (or a Named Driver), are involved in an accident whilst driving the Vehicle, you (or any Named Driver) must:
- (a) comply with all applicable road traffic laws;
 - (b) ensure that the Vehicle is secure;
 - (c) without delay, inform the police if anyone is injured;
 - (d) without limiting the generality of the preceding sub-clauses of this clause 14.7, if any third parties are involved in the accident, you (or the relevant Named Driver) must not drive away from the accident's scene. You (or that Name Driver) must stop if any property has been damaged, or if anyone is injured. If requested, you (or that Named Driver) must provide your name, address and insurance details to the third parties involved in the accident;

- (e) ask for and record the vehicle registration number, name, address and insurance details of third parties involved in the accident;
- (f) record the full location and circumstances leading up to the accident;
- (g) not, without insurer's prior permission, admit any fault or make any offers, promises or otherwise engage in any negotiations with any third party that was involved in the accident;
- (h) if reasonably possible, collect evidence (record the registration numbers of other involved vehicles, obtain and record the names, addresses and contact details of witnesses, take photographs and/or video of the accident scene);
- (i) without delay, report to the police if you were unable to exchange insurance details with other persons involved in the accident;
- (j) as soon as reasonably possible, report the accident to us on **0330 165 4945**;
- (k) comply with our and the insurer's instructions (including providing information and documents we or the insurer may reasonably request, and in relation to any repairs to the Vehicle);
- (l) inform the insurer, and send copies of any communication in relation to the accident (including any costs and repairs) to the insurer; and
- (m) without limiting the generality of the preceding sub-clause 14.7 (k), inform the insurer without delay if you, any Named Driver, or any third party involved in the accident is to be prosecuted in connection with the accident, or if there is to be an inquest following a fatal accident.

14.8. **Repairs to the Vehicle following damage.** If the Vehicle is damaged:

- (a) where the damage is of a type covered by the Vehicle Insurance, and the Vehicle Insurance provider states that repairs must be carried out by a repair centre approved by the insurer, you must comply with the insurer's directions in that respect; or
- (b) in all other cases, you must promptly have repairs carried out to the Vehicle at your own expense by a repair centre approved by us.

14.9. **Your obligation to pay when the Vehicle is stolen or damaged.**

You must continue to pay the Vehicle Rental Fee (and other charges) whilst the Subscription Agreement is in force, even if the Vehicle is unavailable to you due to repairs, loss or damage.

If the Vehicle is lost or damaged (including when it is being repaired or beyond economic repair):

- (a) the Subscription Agreement will remain in force until terminated in accordance with Part IX (Duration, cancellation and termination of the Subscription Agreement) of these General Terms; and
- (b) you must continue to pay the Vehicle Rental Fee (and any other payments you may be liable for under Part VIII (Chargers and Payments) of these General Terms) whilst the Subscription Agreement remains in force.

See also clause 24.4 (Termination on notice when the Vehicle is lost or damaged).

- 14.10. **Replacement vehicles are not included in the Subscription Agreement.** The Subscription Services do not include the provision of replacement vehicles. If the Vehicle is not available to you as a result of theft, damage, repairs or otherwise, we may provide you with details of other vehicle hire providers who might assist you, but we are not obliged to provide you with a replacement vehicle. If the Vehicle is not available to you as a result of a non-fault accident (i.e. an accident involving you or a Named Driver, which is wholly or mainly the fault of a third party), we may, at our sole discretion, agree to provide you with another vehicle for hire under the terms of a separate subscription agreement.

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PART VII: OPTIONAL EXTRAS

15. ADDITIONAL DRIVERS

- 15.1. **What is an Additional Driver.** An additional driver is a driver other than you (the Main Driver) that is added to your subscription. Only drivers added to your subscription as Additional Drivers and verified by us are allowed to drive the Vehicle whilst under your subscription.
- 15.2. **What is the Additional Driver Surcharge.** elmo charges a fee for every additional driver that is added by you to your Subscription Order. **The fee is set out in the Additional Driver section of the Contract Details Sheet.**
- 15.3. **How this works.** When you make your Subscription Order you will have the choice to add up to 2 Additional Drivers to your Subscription. You can do this by providing the contact details and birth date of any Additional Driver you wish to add to your subscription. They will then receive an email asking them to sign up for an elmo account and submit their licence and driving details to be verified by us. You are also able to add or remove Additional Drivers from your Subscription at any time by contacting us and requesting the change to your subscription. The change to the Additional Driver Surcharge will be reflected in your next invoice.
- 15.4. **The Additional Driver Surcharge will be listed on the Contract Details Sheet.** Any Additional Driver Surcharge that is applied to your subscription will be set out in 3.4 (Named Drivers) of the Contract Details Sheet. These are added to your Vehicle Rental Fee as part of your Total Subscription Fee.

16. REGIONAL SURCHARGE

- 16.1. **What is the Regional Surcharge.** elmo reserves the right to vary the price of a subscription based on a number of variables including location. This is to account for the different costs of maintaining, insuring, and servicing the vehicles in different geographic regions.
- 16.2. **How this works.** When you make your Subscription Order, any Regional Surcharge will be calculated based on the information you submit. You will be asked to confirm that you are happy to add the Regional Surcharge to your subscription. You will not be able to make your Subscription Order without confirming the surcharge.
- 16.3. **The Regional Surcharge will be listed on the Contract Details Sheet.** Any Regional Surcharge that is applied to your subscription will be set out in 3.8 (Regional Surcharge) of the Contract Details Sheet. These are added to your Vehicle Rental Fee as part of your Total Subscription Fee.

17. DAMAGE EXCESS WAIVER

- 17.1. **What is the Damage Excess Waiver.** If added to your Subscription, the Damage Excess Waiver reduces the maximum Damage Excess Fee that you would be liable for in the event of damage to your Vehicle.
- 17.2. **The Damage Excess Waiver doesn't apply if you break this Contract.** If you follow the terms set out in these General Terms, the maximum amount you will be liable for in the event of damage to your Vehicle will be the Damage Excess Fee. As described in sections 13 and 14, if you invalidate our insurance policy through breaking this contract then you may be liable for the full cost of any and all damage to the Vehicle and and 3rd party claims. This applies whether you have chosen to include the Damage Excess Waiver or not.
- 17.3. **How this works.** You can choose to add the Damage Excess Waiver to your Subscription when you make your Subscription Order or subsequently by contacting us. You must confirm whether you would like to add the Damage Excess Waiver to your Subscription before you receive delivery of the Vehicle. You will not be able to add the Damage Excess Waiver to your Subscription after you have taken delivery of the Vehicle.

- 17.4. **The Damage Excess Waiver will be listed on the Contract Details Sheet.** Any Damage Excess Waiver applied to your subscription will be set out in 3.9 (Damage Excess Waiver) of the Contract Details Sheet. These are added to your Vehicle Rental Fee as part of your Total Subscription Fee.
- 18. EU TRAVEL**
- 18.1. **Is International travel allowed.** As part of your Subscription, you are permitted to drive your Vehicle in in certain countries outside the United Kingdom. However, you must get written permission from us before you leave the United Kingdom. If you do not receive written permission from us, then you are not permitted to take the vehicle outside of the United Kingdom.
- 18.2. **Eligible Countries.** You may only drive the vehicle in the following countries;
- a) All Countries within the EU; and
 - b) Norway; and
 - c) Switzerland
- 18.3. **How it works.** If you wish to take your Vehicle outside of the United Kingdom, you must contact us with a written request. We will then respond within 5 working days to confirm that you are allowed to travel outside of the United Kingdom.
- 18.4. **EU Travel fees.** If you wish to take your Vehicle outside of the United Kingdom, you must pay us the EU Travel fee as set out in the Other Payments section of the Vehicle Hire Agreement.

PART VIII: PUBLIC CHARGING

19. PUBLIC CHARGING

- 19.1. **About public charge points.** Public charge points for electric vehicles are owned and managed by different operators. In order to use a public charge point, you need permission of the operator. elmo have a public charging offering which provides access to the Paua Network, consisting of over 20,000 charge points across the UK from partner charge point operators.
- 19.2. **The elmoCharge offering.** The elmoCharge membership card is provided as part of our Subscription Services but fees are charged for usage of the network at the rates set by the charge point operators. You do not have to activate the card. If you do choose to activate your card and use the Paua charge point network through your elmoCharge card, then you will be bound by the conditions set out in these General Terms.
- 19.3. **How it works.** If you wish to use your elmoCharge card, then;
- (a) you must read [Paua Charge Limited's Terms and Conditions](#) and ensure that you understand and are happy with their terms. You (and the Named Drivers) must abide by those terms; and
 - (b) once we have accepted your subscription order in accordance with clause 3.6 (Our contract with you), we will arrange to include an elmoCharge card with the delivery of the vehicle, or alternatively send it to your given address by post; and
 - (c) we will contact you via email, text or phone with instructions on how to active your elmoCharge card through our website or over the phone. By activating your elmoCharge card, you agree for us to create a Paua account on your behalf with the same email address you have registered to your elmo account; and
 - (d) once your elmoCharge card is activated you will be sent an email from Paua with a temporary password for your charging account and an invitation to download the Paua app; and

- (e) you then need to download the Paua app and login using the email address registered to your elmo account and the temporary password provided by Paua. On logging in for the first time, you will be prompted to change your password; and
 - (f) you will then be able to use the app to locate partner charge points, see the charging status of each charge point, and get directions through your phone to your selected charge point; and
 - (g) to use the charge point, simply tap your elmoCharge card on the card reader attached to the charge point and follow the instructions on the charge point to begin and end your charging session. All of your historic charge sessions initiated with your chargeCard will be visible from the Paua app. And;
 - (h) you must return your elmoCharge card at the end of your subscription.
- 19.4. **Cost to use the Paua public charging network.** The following fees apply when using your elmoCharge card;
- (a) access to the Paua public charging network is provided free of charge with all elmo subscriptions.
 - (b) The costs of using the elmoCharge card at partner charge point operators will be charged to you on a usage basis. This includes all and any fees incurred at a charge point including charges for electricity, for time spent at the charge point, or any penalties or additional charges.
 - (c) elmo has no involvement in setting the costs available at each charge point available on the network. You will be charged at the rate set by the charge point operator for the charge point in question, this rate should be clearly visible on the charge point you are using.
- 19.5. **How to pay for public charging.** You will be charged for your usage through your elmoCharge card as follows;
- (d) All usage of your elmoCharge card, including energy consumed and costs incurred, will be logged on your Paua account. This will be visible from your Paua app when logged in.
 - (e) elmo will pay Paua for the cost of this charging and then recover the cost from you by billing your elmo account via your normal payment method.
 - (f) The billing cycles for elmoCharge are every 2 weeks. That means every 2 weeks you will receive an invoice from elmo charging you for your usage on your elmoCharge card over the preceding 2 week period.
 - (g) The exception to this is where the costs of a charging event are not visible to elmo or Paua due to information transfer delays by the charge point operator. If this occurs, fees for this charging event will be billed to you in a later billing period as and when the charging event becomes visible to us.
 - (h) You will be able to see a breakdown of all charging costs associated with your elmoCard on the Paua app as well as your elmoCharge invoice which will show itemised line items by charging event.
- 19.6. **Lost, stolen and damaged access cards.** If your elmoCharge card is lost or stolen, you must notify us as soon as possible, so that we can cancel it. You will be liable for all costs incurred on your card in the event that it is lost or stolen. If you require a replacement card (for example, because your card is lost, stolen or damaged), let us know and we will order a replacement card for you from the card provider. You will be responsible for the cost of the replacement card as set out in 4.5 of the Contract Details Sheet.
- 19.7. **Faulty access cards.** If your access card is faulty, you must notify us. If the provider considers that the card is faulty and the fault has not been caused by damage or wear and tear (for which they are not liable), they will replace the faulty card free of charge. In all other cases, you will be responsible for the cost of the replacement card.

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PART VIII: CHARGES AND PAYMENTS

20. OUR CHARGES AND PAYMENTS

20.1. **Our charges.** All our charges:

- (a) are in pounds sterling (GBP);
- (b) include VAT at the applicable rate; and
- (c) are set out in the Hire Payments, Other Payments and Charges sections of the Vehicle Hire Agreement. If it was not possible to calculate a charge in advance, each section in the Vehicle Hire Agreement explains how the charge amount will be calculated.

20.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes after you have placed your subscription order with us, we will adjust the rate of VAT that you pay on our charges. Such adjustments will not apply to payments you have already made.

20.3. **Our scheduled subscription charges.** In return for the provision of the Subscription Services to you, you must pay us:

- (a) the one-off **Initial Payment** which may include delivery and charge point installation costs when placing your subscription order on our website. We will not charge the Set-up Fee to your payment card until we have accepted your Subscription Order in accordance with clause 3.6 (Our contract with you) of these General Terms; and
- (b) the monthly **Subscription Fee** on the day shown on your bill, as set out in 4.1 (Scheduled subscription payments) of the Contract Details Sheet. These scheduled subscription payments cover the hire of the Vehicle, the Standard Vehicle Package Services and the optional extras selected by you; and
- (c) regular payments to cover your usage of the public charging network accessed through your elmoCharge card as set out in 4.5 (Public Charging) of the Contract Details Sheet.

20.4. **Our other charges.** In certain circumstances, you must also pay us other charges. The Other Payments and Charges sections of the Vehicle Hire Agreement set out these charges and the circumstances when you will be liable to pay them to us, and refers you to the specific clauses of these General Terms, which provide further details about when you must pay these charges. It also explains when and how you must pay.

20.5. **How you must pay us.** You must pay us the fees and charges due to us by the payment method set out against each type of charge in the Contract Details Sheet, Vehicle Hire Agreement.

- (a) **One-off online payments by card.** elmo accepts online payments by with the following payment cards: Visa, Mastercard and American Express.
- (b) **Monthly payments by Direct Debit.** You will need to set up a Direct Debit in respect of the monthly Subscription Fees and other chargers which you may be due to pay to us in accordance with the Subscription Agreement.

20.6. **Billing.** We will issue a bill to you monthly in advance in respect of the Subscription Fee, and in arrears in respect of other chargers which you may be due to pay to us in accordance with the Subscription Agreement. Your first month's Subscription Fee will be zero to account for the Set-up Fee included in your Initial Payment. You must pay the charges shown on the bill by the date shown on the bill. We will post your bills on your elmo Account and send you an email to inform you when a new bill is available.

20.7. **What happens if you miss payments.** You must pay our charges by the date shown on your bill. If you miss any payments due to us as part of your Subscription Agreement:

- (a) we may charge interest on any overdue payments at 4% per annum above the base rate of the Bank of England from time to time (but at 4% a year for any period when that base rate is below 0%). This interest will accrue on a daily basis from the due date until the date of actual payment

of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount; and/or

- (b) we may suspend the provision of the Subscription Services to you; and/or
 - (c) we may end the Subscription Agreement under clause 26.3(a) (We may end this contract if you break it) of these General Terms; and/or
 - (d) we may enter your premises (or any other location where the Vehicle is located) and repossess the Vehicle; and
 - (e) you will be liable to compensate us for the costs of recovering the Vehicle.
 - (f) you may be charged for the administration fee for missed payments, listed in the Vehicle Hire Agreement.
- 20.8. **You must not cancel you direct debit.** You must not cancel your direct debit until elmo have collected the Vehicle and taken payment for any outstanding amounts including damage to the Vehicle. If you do cancel your direct debit without our approval, elmo reserves the right to charge the Cancelled Direct Debit Fee.

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21. THIRD PARTY CHARGES

21.1. **Fines, tolls and other Third Party Charges.** You are liable for all:

- (a) fines, penalties, fees (including parking fees, vehicle charging fees), charges (including congestion charges) and tolls, electricity charges (other than those included in the Subscription Fee), which you (or any Named Driver) may incur in connection with your (or a Name Driver's) use of Vehicle during the Hire Period and payable to third parties; and
- (b) any costs (including enforcement costs) due to third parties in respect of such sums, (together **Third Party Charges**). You are responsible for such Third Party Charges whether requested by a third party directly from you or from us, and whether requested before or after the end of the Hire Period.

21.2. **Your other obligations in respect of Third Party Charges.** You must:

- (a) pay any Third Party Charges in a timely manner and before they increase due to late payment. Any increases due to late payment on your behalf will be included in the charges;
- (b) send us any notice or communication you receive in respect of Third Party Charges;
- (c) reimburse us for any Third Party Charges, which we are required to pay by a third party, or which we decide to pay (which we may do where we consider that failure to pay would put the Vehicle at risk or result in legal enforcement); and
- (d) pay us the Administration Fee (set out in the Other Payments section of the Vehicle Hire Agreement) in respect of every Third Party Charge we pay or process on your behalf.

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PART IX: DURATION, CANCELLATION AND TERMINATION OF THE SUBSCRIPTION AGREEMENT

22. DURATION OF THE SUBSCRIPTION AGREEMENT

Duration of your Subscription Agreement. Once you have signed the Contract Details Sheet and the Vehicle Hire Agreement, your Subscription Agreement has indefinite duration with a fixed minimum term. That minimum term is as set out in section 3.1 (Hire Period) of the Contract Details Sheet. This means that, unless the Subscription Agreement is cancelled by you in accordance with clause 23

(Cooling-off period cancellation rights) of these General Terms, it will continue in force and effect until ended by you in accordance with clause 24 (Your right to end the Subscription Agreement on notice) or clause 25 (Your other rights to end the Subscription Agreement) of these General Terms, or ended by us in accordance with clause 26 (Our rights to end the Subscription Agreement) of these General Terms.

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23. COOLING-OFF PERIOD CANCELLATION RIGHTS

- 23.1. **Statutory cooling-off period cancellation rights.** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you purchase services online, you can change your mind within 14 days (the **cooling-off period**), cancel the contract and receive a refund. We will not begin the supply of any of the Subscription Services to you before the end of that cooling-off period, unless you have requested it. This includes the supply of the Vehicle to you. When you place an order for our services, if you request delivery date within 14 days of your signing the Contract Details Sheet and Vehicle Hire Agreement, we will ask you if you wish us to start providing the Subscription Services to you during the cancellation period. By agreeing, you acknowledge that you will lose your right to cancel the Subscription Agreement once the services are fully performed even if the cancellation period is still running. This will be confirmed in the Contract Details Sheet. If you do not wish to lose your right to cancel the Subscription Agreement, we will delay the delivery until after the 14-day cooling-off period has expired.
- 23.2. **When does the cooling-off period end.** The cooling-off period will expire 14 days after the Subscription Agreement has been entered into (see clause 3.6 (Our contract with you) of these General Terms).
- 23.3. **How to cancel the Subscription Agreement.** To meet the cancellation deadline, you must communicate your cancellation to us before the 14 days' period has expired, using one of the contact methods set out in section 1.3 (How to contact us) of the Contract Details Sheet. If you wish you can, but do not have to, use for this purpose the model cancellation form below:

Model Cancellation Form

To Elmo Drive Limited, Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA, United Kingdom, hello@elmodrive.com

I hereby give notice that I cancel my contract for the supply of the Subscription Services

Ordered on [*] / received on [*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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- 23.4. **Supplying the Subscription Services during the cooling-off period.** If you ask us to supply the Subscription Services during the cooling-off period, we will commence immediately (including arranging the Delivery of the Vehicle to you). If you cancel the Subscription Agreement before the cooling-off period expires, we will make a refund to you in respect of Subscription Services that will not be provided to you after the day of the cancellation, but you must pay us for the services received up to cancellation. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Subscription Services in the first month of the contract. You will also be responsible for the amount by which the value of the Vehicle is diminished as a result of handling beyond what is necessary to establish their nature, characteristics and functioning (in case of the Vehicle, as set out in clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) of these General Terms).
- 23.5. **Waiting until the end of the cooling-off period.** If you choose to wait until the end of the cooling-off period, we will only commence the provision of our Subscription Services (including arranging the

Delivery of the Vehicle to you). If you cancel the Subscription Agreement during the cooling-off period, we will refund the Set-up Fee to you in full.

- 23.6. **Effect of the cancellation on the hire agreements.** If you cancel the Subscription Agreement during the cooling-off period, the Vehicle Hire Agreement will end automatically at the same time, because it forms part of the Subscription services provided by elmo.
- 23.7. **Effect of the cancellation on other contracts.** If you cancel your Subscription Agreement during the cooling-off period, your Vehicle Insurance cover and all such services will be cancelled at the same time and we will notify the provider.
- 23.8. **Return of the Vehicle to us.** If you cancel your Subscription Agreement in accordance with this clause 23, you must return the Vehicle to us in accordance with clause 8 (Return of the Vehicle to us), save that you must return it on the next working day after the cancellation, you will not have the option to have the Vehicle collected by us for free, and you will have to bear the cost of returning it to us, whether by returning it to the collection point yourself and having us collect it from you for a fee.
- 23.9. **How and when the refund will be made.** When you are due a refund as a result of exercising your statutory cancellation rights, we will make such refund to you without undue delay and no later than 14 days after the day on which we receive the Vehicle back. We will use the same means of payment as you used for the transaction, and you will not incur any charges for such reimbursement.

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24. YOUR RIGHT TO END THE SUBSCRIPTION AGREEMENT ON NOTICE

- 24.1. **You can end the Subscription Agreement on notice.** You may end the Subscription Agreement on notice without a reason at any time before or after the expiry of the minimum term of the Hire Period (set out in section 3.1 (Hire Period) of the Contract Details Sheet) subject to the terms set out in clause 24 of these General Terms. However, if you end it before the expiry of the minimum term, in certain circumstances you will have to pay us the Early Termination Fee set out in the Charges section of the Vehicle Hire Agreement, as explained in clause 27.5 (When you must pay us the Early Termination Fee) of the General Terms.
- 24.2. **How and when to give notice.** To end the Subscription Agreement under this clause 24, you must give us 30 days' notice using any of the contact methods set out in section 1.3 (How to contact us) of the Contract Details Sheet.
- 24.3. **When will the notice expire.** Except as set out in clause 24.4 below, if you give us a termination notice under this clause 24, the Subscription Agreement will end on the expiry of that notice.

For example, if you wish to end this contract on the last day of the minimum term of the Hire Period, you must let us know no later than 30 days prior to that day.

- 24.4. **Termination on notice when the Vehicle is lost or damaged.**

If you give us a termination notice when the Vehicle is lost or damaged, your Subscription Agreement will remain in force, and you must continue to pay the Subscription Fee (and other charges), until you Return the Vehicle to us or we are compensated for the loss of the Vehicle.

If you give us a notice under this clause 24 to terminate your Subscription Agreement, and the Vehicle is lost or damaged either before you give us the notice or after you give us your notice but before you Return the Vehicle to us, and it remains lost or damaged on the expiry of the 30 days' notice, then your Subscription Agreement will continue in force until the earlier of:

- (a) you returning the Vehicle to us (for example, after the damage has been repaired or the Vehicle recovered by the police after being stolen); or

- (b) we receiving the market value of the Vehicle in full, whether from your insurer or you (for example, when the Vehicle is stolen or damaged beyond economic repair).

Your payment obligations under Part VIII (Charges and Payments) of these General Terms will continue whilst the Subscription Agreement remains in force.

25. YOUR OTHER RIGHTS TO END THE SUBSCRIPTION AGREEMENT

- 25.1. **You may end this contract if we break it.** You may end the Subscription Agreement at any time by contacting us using one of the methods set out in section 1.3 (How to contact us) of the Contract Details Sheet, if we break its terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so. If you end this contract because we break it, the contract will end immediately, and we will refund to you any sums paid by you for the Subscription Services not provided to you in that billing period.
- 25.2. **You may have a legal right to end this contract if there is a problem with our Subscription Services.** Without limiting the generality of clause 25.1 (You may end this contract if we break it) above, if our Subscription Services are faulty or misdescribed, you may have a legal right to end the Subscription Agreement, or get the product repaired or replaced or a service re-performed, or to get some or all of your money back. Please see clause 28.3 (Your statutory rights in respect of goods and services).
- 25.3. **If our performance is delayed due to an event outside our control.** You may end the Subscription Agreement if the performance of our Subscription Services is delayed due to an event outside our control, as set out in clause 29.5 (Events outside our control).

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26. OUR RIGHTS TO END YOUR SUBSCRIPTION AGREEMENT

This clause 26 sets out when we may end the Subscription Agreement, including the right to end it immediately if you break it. Please read it carefully.

- 26.1. **We may end the Subscription Agreement on notice.** We may end the Subscription Agreement without a reason, by giving you no less than 30 days' written notice. If we do so, the Subscription Agreement will end on the expiry of that notice, and you must Return the Vehicle to us before that notice expires.
- 26.2. **The Subscription Agreement will end if we agree to changes.** We will end the Subscription Agreement without incurring liability, on the date we agree with you, if you request and we agree to changes to the Subscription Services in accordance with clause 3.11 of these General Terms (Changes to the Subscription Services).
- 26.3. **We may end the Subscription Agreement if you break it.** We may end the Subscription Agreement at any time by writing to you if you (or any Named Driver) breach its terms materially or repeatedly. If what you have done can be put right, we will let you know and give you a reasonable opportunity to do so. If we end the Subscription Agreement because your break it, it will end immediately, and you may have to pay us compensation for the loss we incur as a result of your breaking the Subscription Agreement. Without limiting the generality of the preceding part of this clause 26.3, examples of when we can end the Subscription Agreement for breach include the following circumstances:
 - (a) **Failure to pay our charges.** We may end the Subscription Agreement if you do not pay us any charges due to us under the Subscription Agreement when you are supposed to and you still do not make payment within 14 days of the invoice due date;
 - (b) **Failure to meet the eligibility criteria.** We may end the Subscription Agreement if we discover that you, or any named drivers on the subscription, do not meet or have ceased to meet the eligibility criteria set out in clause 2 (Eligibility criteria);

- (c) **Inappropriate use of the Vehicle.** We may end the Subscription Agreement if you fail to meet your obligations in clauses 7.3 (Who can drive the Vehicle), and/or 7.4 (The use of the Vehicle);
- (d) **Failure to comply with insurance obligations.** We may end the Subscription Agreement if you do not comply with your obligations set out in Part IV (Vehicle Insurance) of the Subscription Agreement;
- (e) **Failure to take Delivery of the Vehicle.** We may end the Subscription Agreement if you do not, within a reasonable time, allow us to Deliver the Vehicle to you;
- (f) **Failure to drive the vehicle in a safe manner.** Attain a driving score lower than 80% (without good cause i.e. circumstances beyond your control) over a 30 day period.
- (g) **Allowing an unauthorised driver to drive the vehicle.** We may end the Subscription Agreement if we discover that any driver other than those named on the subscription drive the Vehicle.
- (h) **Failure to provide information and false information.** We may end the Subscription Agreement if you:
 - (1) do not, within a reasonable time of us asking for it, provide us with information or documents that are necessary for the provision of the Subscription Services; or
 - (2) fail to provide us with material updates to information required under the Subscription Agreement (for example, fail to tell us about your motoring conviction); or
 - (3) provide with us false, inaccurate or misleading information where such information is material to the Subscription Service

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27. CONSEQUENCES OF ENDING THE SUBSCRIPTION AGREEMENT

This clause 27 sets out what happens when the Subscription Agreement ends, including the charges and compensation you may have to pay us. Please read it carefully.

- 27.1. **Effect on the Subscription Services.** On termination or expiry of the Subscription Agreement we will cease providing the Subscription Services to you. This includes the provision of all optional extras which form part of the Subscription Services, as set out in:
 - (a) clause 13 (How it works) in respect of our integrated Vehicle insurance cover;
 - (b) clause 19.3(f) (How it works) in respect of the public charging offering.
- 27.2. **Effect on the Vehicle Hire Agreement.** On termination or expiry of the Subscription Agreement the Vehicle Hire Agreement will end automatically at the same time, because it forms part of the Subscription Agreement. You must Return the Vehicle to us in accordance with clause 8 (Return of the Vehicle to us). If you fail to do so, we may repossess the Vehicle, and clause 27.4 (You must compensate us if you break this contract) of these General Terms will apply.
- 27.3. **Effect on payments due to us.** On termination or expiry of the Subscription Agreement, we will not charge you for any Subscription Services, which will not be provided to you after the Subscription Agreement ends. However, without limiting any other remedies we may have in connection with the Subscription Agreement (for example, the right to claim damages for breach of contract), you must still pay us in full any money, which you owe us under the Subscription Agreement including:
 - (a) the **Subscription Fees** due up to the day of the termination (even if you choose to Return the Vehicle to us before the last day of a termination notice given by you or us, or if the Vehicle is lost or damaged beyond economic repair before the Subscription Agreement ends); and
 - (b) the **charges set out in the Other Payments and Charges sections** of the Vehicle Hire Agreement which you must pay to us in the circumstances set out in those documents.

For example, if the Subscription Agreement is ended before the expiry of the minimum term set out in section 3.1 (Hire Period) of the Contract Details Sheet, in certain circumstances you must pay us the **Early Termination Fee** (as further explained in clauses 27.5 (When you must pay us the Early Termination Fee); and

- (c) any reimbursement for **Third Party Charges** due to us under clause 21.2 (Your other obligations in respect of Third Party Charges) of these General Terms, (for example, in respect of driving fines and congestion charges, which we must pay in connection with your use of the Vehicle).

This clause 27.3 does not apply if the Subscription Agreement is terminated in accordance with clause 3.7 (Further initial steps) of these General Terms.

- 27.4. **You must compensate us if you break the Subscription Contract.** If we suffer a loss as a result of you breaking the terms of the Subscription Agreement, then you must pay us reasonable compensation for the net costs we will incur as a result of your breaking the Subscription Agreement.

For example, if you fail to Return the Vehicle to us on the termination of your Subscription Agreement, we may repossess the Vehicle, and you must compensate us for the costs we will incur in respect of the repossession (including, without limitations, the costs of third party repossession agent, the costs of transportation of the repossessed Vehicle, and our legal costs).

- 27.5. **When you must pay us the Early Termination Fee.** On termination of the Subscription Agreement, you must pay us the Early Termination Fee set out in the Charges section of the Hire Agreement, if;

- a) you end the Subscription Agreement before the minimum term set out in section 3.1 (Hire Period) of the Hire Agreement expires; or
- b) we end the Subscription Agreement before the minimum term set out in section 3.1 (Hire Period) of the Hire Agreement ends pursuant to clause 23 (When we may end this contract if you break it) of these General Terms.

- 27.6. **How do we calculate the Early Termination Fee.** The Early Termination fee is a flat fee, the value of this fee is listed in the Other Payments section of the Vehicle Hire Agreement

- 27.7. **Rights and remedies.** The rights and remedies given to you and us in the Subscription Agreement are in addition to, without prejudice to, and not exclusive of, any and all other rights or remedies given to you and us whether by the Subscription Agreement, by law or otherwise, and all such remedies are cumulative. This means, that you may have other rights and remedies against us, and we may have other rights and remedies against you, in addition to those expressly set out in these General Terms.

For further information about your rights please call Citizens Advice on 03454 04 05 06 or visit their website at www.citizensadvice.org.uk.

- 27.8. **Accrued rights.** Termination or expiry of the Subscription Agreement will not affect any of your or our rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry. This means that your and our contractual duties accrued due before the Subscription Agreement has ended, remain enforceable after its termination, including the right to claim damages in respect of any breach of the Subscription Agreement which existed at or before the date of termination or expiry.

For example, if you fail to pay our charges, we may take legal action against you before or after the termination of the Subscription Agreement.

- 27.9. **Some of your obligations may continue after this contract has ended.** Any provision of the Subscription Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Subscription Agreement will remain in full force and effect.

For example, if the Vehicle remains in your possession after the Subscription Agreement has ended, you continue to be responsible for the Vehicle and its safety, and you must pay us the Overdue Return Fee set out in the Charges section of the Vehicle Hire Agreement. By way of another example, after the Subscription Agreement ends, you remain responsible for all Third Party Charges under clause 21.1

(Fines, tolls and other Third Party Charges) incurred in connection with your (or a Named Driver's) use of the Vehicle during the Hire Period.

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PART X: OTHER IMPORTANT TERMS

28. IF THERE IS A PROBLEM WITH THE SUBSCRIPTION SERVICES

- 28.1. **What to do if there is a problem.** If there is a problem with our Subscription Services or the Vehicle, you have a complaint, or wish to contact us for any other reason, please contact us using one of the contact methods in section 1.3 (How to contact us) of the Contract Details Sheet.
- 28.2. **Financial Ombudsman Service.** You may also have the right to take a complaint about the Subscription Agreement to the Financial Ombudsman Service (**FOS**). For further information see their website at financial-ombudsman.org/uk/consumers/how-to-complain. However, we would appreciate if you always contact us first.
- 28.3. **Your statutory rights in respect of goods and services.** We are under a legal duty to supply products (in this case services and hired goods) that are in conformity with our contract with you. See the box below for a summary of your key legal rights. Nothing in the Subscription Agreement will affect your legal rights. You may also have other rights in law.

The Consumer Rights Act 2015 says that the following rights apply to goods supplied to consumers for a price (including under a hire agreement):

- the goods must be as described, fit for purpose, of satisfactory quality, and match a model seen or examined;
- your legal rights entitle you to the following:
 - up to 30 days (from delivery or installation), if your goods are faulty, you can get an immediate refund in respect of what you have paid for but not received because the contract is treated as at an end;
 - up to six months (from delivery or installation), if your goods can't be repaired or replaced, you are entitled to a full refund, less deduction for use in some cases (e.g. if the goods consist of a motor vehicle); and
 - up to six years (from delivery or installation), if your goods do not last a reasonable length of time, you may be entitled to some money back.

The Consumer Rights Act 2015 says that the following rights apply to services supplied to consumers for a price:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

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29. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 29.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these General Terms as part of the Subscription Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Subscription Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Subscription Agreement was made, both we and you knew it might happen (for example, if you discussed it with us during the sales process).

- 29.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights as summarised at clause 28.3 (Your statutory rights in respect of goods and services).
- 29.3. When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services, or damage caused by third party contractors or occupiers of the property.
- 29.4. We are not liable for business losses.** The Subscription Agreement is for consumer customers. If, in breach of these General Terms, you use our Subscription Services (including the Vehicle) for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 29.5. Events outside our control.** If we are unable to provide the Subscription Services (or their part) to you because of an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if the delay continues for more than 30 days, you may contact us to end the Subscription Agreement and receive a refund for the Subscription Services you have paid for but not received due to that event.

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30. YOUR PRIVACY

- 30.1. Your personal data.** Under data protection legislation, we are the data controller of your personal data processed in connection with our subscription services. We are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Notice](#). It is important that you read that information.
- 30.2. Telematics.** The data collected by us through the use of the telematics in the Vehicle (see clause 12 (Telematics) of these General Terms) may constitute your personal data, as it reveals information about your location and driving habits. We will use such information to administer your contract with us (for example, to monitor the mileage of the Vehicle); for insurance purposes (for example, to share Vehicle's mileage with the insurance provider for the purpose of premium charges); and to remotely lock, immobilise and/or recover the Vehicle if required (for example, in the event of theft or non-payment). We may also collect through the use of the telematics solution in the Vehicle, use and share with third parties anonymised, aggregated data such as statistical data for any purpose. Anonymised data may be derived from your personal data but is not considered personal information in law as this information does not directly or indirectly reveal your identity.

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31. OUR INTELLECTUAL PROPERTY RIGHTS

- 31.1. Our copyright.** Copyright © 2020 Elmo Drive Limited.
- 31.2. Our trade marks.** Elmo, our logos and our other trademarks are trademarks belonging to us or our licensors. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- 31.3. Our rights.** All intellectual property rights in our website and the Subscription Services throughout the world belong to us (or our licensors). You have no intellectual property rights in, or to, our website or our Subscription Services other than the right to use them in accordance with the Subscription Agreement. Any goodwill derived from the use by you of our intellectual property rights will accrue to us or our licensors.

32. OTHER IMPORTANT TERMS

- 32.1. **We may transfer this contract to someone else.** We may transfer our rights and obligations under the Subscription Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 32.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these General Terms to another person if we agree to this in writing.
- 32.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to the Subscription Agreement.
- 32.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of the Subscription Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 32.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the terms of the Subscription Agreement, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

For example, if you miss a payment and we do not chase you but we continue to provide the Subscription Services to you, we can still require you to make the payment at a later date.

- 32.6. **Which laws apply to this contract and where you may bring legal proceedings.** The Subscription Agreement is governed by English law and you can bring legal proceedings in respect of the Subscription Agreement in the English courts. However, this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts.

For example, if you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 32.7. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint for online resolution to the European Commission's [Online Dispute Resolution](#) platform.

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33. DEFINED TERMS

- 33.1. We have used several defined terms in the Subscription Agreement, in order to make it easier to read, more concise and consistent. Those terms have the same meaning every time they are used anywhere in the Subscription Agreement (including the Schedules).

- 33.2. Those defined terms are as follows:

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| <p>(a) Accident has the meaning given in clause 13.4 (The meaning of accident) of these General Terms.</p> <p>(b) Administration Fee means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 21 (Third Party Charges) of these General Terms for further details.</p> | <p>(c) Admin Fee means the part of Initial Payment which cover the one off fee for all new elmo subscriptions outlined in section 4.1 (Initial Payment) of the Contract Details Sheet. See clause 20.3 (Our scheduled subscription charges) of these General Terms for further details.</p> |
|---|--|

- (d) **Appointment Rescheduling Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 11 (Servicing, maintenance and MOT) of these General Terms for further details.
- (e) **Contract Details Sheet** means the document which sets out the key information about the Subscription Agreement.
- (f) **Cooling-off period** means the statutory period during which you can cancel the Subscription Agreement as explained in clause 23 (Cooling-off period cancellation rights) of the General Terms.
- (g) **Daily Subscription Rate** means the daily rate of the Subscription Fee set out in section 4.2 (Subscription Fee) of the Contract Details Sheet.
- (h) **Daily Vehicle Rental** means the daily rate of the Vehicle Rental Fee set out in the Vehicle Hire Agreement.
- (i) **Delivery** means, in reference to the Vehicle, either the delivery of the Vehicle by us to you, or the collection of the Vehicle by you from us at the start of the Hire Period, as set out in section 3.5 (Delivery of the Vehicle) of the Contract Details Sheet. See clause 6.1 (Delivery of the Vehicle) of these General Terms for details.
- (j) **Early Termination Fee** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 27.5 (When you must pay us the Early Termination Fee) of these General Terms for further details.
- (k) **Elmo Account** means your account on our website. See clause 2.1 (The eligibility criteria you must meet) and clause 3.1 (Getting started) of these General Terms for further details.
- (l) **Excess Mileage Fee** means the charge set out in the charges section of the Vehicle Hire Agreement. See clause 7.2 (Mileage Allowance) and clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) of these General Terms for further details.
- (m) **General Terms** means these terms and conditions set out in this document which govern the Vehicle Hire Agreement as part of the Subscription Agreement.
- (n) **Hire Period** means the duration of hire of the Vehicle as set out in section 3.1 (Hire Period) of the Contract Details Sheet. See clause 5.4 (Hire Period) of these General Terms for further details.
- (o) **Initial Payment** means the payment you must make to confirm your Subscription Order which covers the Admin fee, Set-up fee and any delivery fees that are part of the subscription.
- (p) **Damage Excess Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement.
- (q) **Key Replacement Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 7.4 (The use of the Vehicle) and clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) of these General Terms for further details.
- (r) **Mileage Allowance** means the mileage allowance set out in section 3.3 (Mileage Allowance) of the Contract Details Sheet. See clause 7.2 (Mileage Allowance) of these General Terms for further details.
- (s) **Modification Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 7.4 (The use of the Vehicle) and clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) of these General Terms for further details.
- (t) **Named Drivers** means the drivers who are allowed to drive the Vehicle in addition to you, whose names are set out in section 3.4 (Named Drivers) of the Contract Details Sheet. See clause 7.3 (Who can drive the Vehicle) of these General Terms for further details.
- (u) **Overdue Return Fee** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 8.3 (What happens if you fail to Return the Vehicle at the agreed time and place) of these General Terms for further details.
- (v) **Recharging Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) of these General Terms for further details.
- (w) **Repair Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 8.6 (What happens if you fail to Return the Vehicle in the same condition) and clause 9.3 (Non-routine repairs to the Vehicle) of these General Terms for further details.
- (x) **Set-up Fee** means the part of Initial Payment which equal to the first month of Subscription Fees for the Subscription Services set out in section 4.1 (Initial Payment) of the Contract Details Sheet. See clause 20.3 (Our scheduled subscription charges) of these General Terms for further details.
- (y) **Standard Package Vehicle Services** means the standard services included in the Subscription Services, as set out in section 3.7 (Standard Package Vehicle Services) of the Contract Details Sheet. See clause 9.1 (What is included in the Standard Package Vehicle Services) of these General Terms for details.
- (z) **Subscription Services** means the services we will provide to you under the Subscription Agreement, as set out in section 3 (Details of your subscription) of the Contract Details Sheet. See clause 4.2 (Meaning of the Subscription Services) of these General Terms for further details.
- (aa) **Subscription Agreement** means the Subscription agreement between you and us which governs the provision by us to you of the Subscription Services. It consists of: the Contract Details Sheet, these General Terms, and the Vehicle Hire Agreement. For further details, see clauses 1.1 (What do these General Terms cover) and clause 1.4 (Why do we

- have separate hire agreements) of these General Terms.
- (bb) **Subscription Fee** means the monthly fee for the Subscription Services set out in section 4.2 (Subscription Fee) of the Contract Details Sheet. See clause 20.3 (Our scheduled subscription charges) of these General Terms for further details.
- (cc) **Subscription Order** means the placing of a booking request on the elmo site by agreeing to the General terms and making the refundable Initial Payment.
- (dd) **Subscription Surcharge means monthly administrative payment added on to Subscription Orders with additional drivers and within certain regions.** For more details see **Error! Reference source not found.** (Subscription Surcharge) in the Contract Details Sheet and clause 15 (Subscription Surcharge) in these General Terms
- (ee) **Vehicle** means the Vehicle the details of which are set out in section 3.2 (Vehicle) of the Contract Details Sheet.
- (ff) **Vehicle Condition Report** means the written report of the condition of the Vehicle as further explained in clause 6.4 (Vehicle Condition Report) of these General Terms.
- (gg) **Vehicle Hire Agreement** means the regulated consumer hire agreement which forms part of the Subscription Agreement set out in Schedule 2.
- (hh) **Vehicle Insurance** means insurance cover for the Vehicle forming part of our Subscription Services, as applies to the Subscription Services and set out in section **Error! Reference source not found.** (Standard Package Vehicle Services) of the Contract Details Sheet. See section 13 (Vehicle Insurance) of these General Terms for further details.
- (ii) **Vehicle Rental Fee** means the monthly fee for the Subscription Services relevant to the Vehicle Hire Agreement. This forms part of the Subscription Fee.
- (jj) **we, us** and **our** means Elmo Drive Limited, trading as Elmo, a company registered in England and Wales with a company number 11860946, whose registered office and main trading address is at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA, United Kingdom.
- (kk) **you** and **your** means the person entering into the Subscription Agreement with us, whose details are set out in section 1.4 (Your details) of the Contract Details Sheet.

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