

# ELMO Subscription Agreement: GENERAL TERMS

## About Elmo and our services

Elmo allows you to drive a car on a subscription basis without the hassle of owning it. Our services include the provision of an electric car to you on a hire basis. It also includes other products. Some of them are standard (such as national breakdown cover, vehicle tax, MOTs, servicing and maintenance). Others are optional extras, which you may choose to add to your subscription when placing your order on our website at [elmodrive.com](http://elmodrive.com). The details of all optional products are described in this document, and confirmation of the services included in your subscription will be included in follow up contracts once your subscription request has been confirmed.

In return for us providing the Subscription Services to you, you need to pay us a set-up fee up-front, and a monthly subscription fee. In certain circumstances, you might have to also pay other charges.

## 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 fixed administrative fee of £95 applied to all new subscriptions.
- 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).
- Any charge point installation costs (if they apply).

The initial payment is fully refundable. If for whatever reason, after making the payment the subscription does not go ahead, the full amount will be refunded to you.

## 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. Similarly, if you have chosen to include a home charge point in your subscription then this is also covered by a separate Home Charger Hire Agreement. Although separate, the use of the vehicle as part of the Vehicle Hire Agreement, and charge point as part of the Home Charger Hire Agreement (if selected), 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; and, if you have chosen to include a home charge point in your subscription
- A Home Charger Hire agreement.

The Contract Details Sheet, Vehicle Hire Agreement and Home Charger 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

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## PART I: OUR SUBSCRIPTION SERVICES

### 1. ABOUT THE SUBSCRIPTION AGREEMENT

- 1.1. **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 (and if selected, the Charge Point Hire Agreement), we agree to provide our subscription services and vehicle hire (and if selected, charge point hire) to you. This document also covers the terms of the refundable initial payment is made to initiate your Subscription Order.
- 1.2. **What these General Terms do not cover.** This agreement does not constitute a Vehicle Hire Agreement or charge point hire agreement but instead describes the terms by which vehicles, and charge points if selected, will be hired. By signing our Vehicle Hire agreement and Home Charger Agreement you agree to be bound by all terms included in this document. We will ask you to sign the Vehicle Hire agreement, and if selected the Charge Point Hire agreement, once we have confirmed your Subscription Order.
- 1.3. **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. This is fully refundable and will be held until your subscription order is confirmed. If whatever reason your subscription does not go ahead, we will refund you the full amount.
- 1.4. **Why do we have separate hire agreements.** The hire of the Vehicle and the hire of the Home Charger are 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 or the Home Charger from us separately from purchasing our Subscription Services.

The Vehicle hire and the Home Charger hire elements of our Subscription Services are regulated consumer hire agreements 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 and the Home Charger 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.

- 1.5. **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.
- 1.6. **Languages.** This General Terms, Vehicle Hire Agreement and Charge Point Hire Agreement are only available in English.
- 1.7. **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.
- 1.8. **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 *27/05/2020*.

## 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;
- (b) you meet the driving licence conditions in clause 2.2 below;
- (c) you live in in the UK;
- (d) you have registered for an account on our website (**Elmo Account**); and
- (e) you have passed our identity and credit checks.

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 prior to the start of the Subscription Agreement;
- (c) you have been a resident in the UK for the last 2 years; and
- (d) 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.

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; 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 may also take our Suitability Questionnaire which will provide you and us with information about your driving needs and habits. 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 period of hire of the Vehicle;
    - (3) enter your required monthly Mileage Allowance;
    - (4) enter the number and details of any additional drivers (Named Drivers) of the Vehicle who you wish to include in your subscription order;
    - (5) choose your required Delivery option for the Vehicle (delivery or collection);
    - (6) add Vehicle Insurance from Zego to your subscription order or confirm that you will arrange your own Vehicle Insurance;
    - (7) if you wish, you may add to your subscription order the installation and hire of a Home Charger for the Vehicle; and
    - (8) if you wish to switch your home energy supply to So Energy, add home energy supply to your subscription order; and
    - (9) if you wish, you may add a Polar Plus Network 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 and the same for driving licences of each Named Driver added by you to your subscription order;
  - (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 sign the Contract Details Sheet, Vehicle Hire Agreement and Home Charger Hire Agreement (if applicable) 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 via Stripe. The initial payment is made up of:
- (a) *An administrative fee charged to all new subscriptions; and*
  - (b) *A set up fee, which is equal to the first month of your subscription payment; and*
  - (c) *Any delivery fees which have been added to the subscription as a result of you choosing vehicle delivery; and*
  - (d) *If you have chosen to include a home charge point in your subscription, a charge point installation 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 and if you have selected a home charge point, your Home Charger 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; and
  - (b) if you have opted to arrange your own Vehicle Insurance, you must follow the steps set out in clause 15.3 (*How to arrange your own insurance cover*), and your policy must meet the criteria set out in clause 15.1 (*Own insurance requirements*); and
  - (c) sign the Contract Details sheet, the Vehicle Hire Agreement, and if you have opted to include a home charge point in your subscription, the Home Charger Hire Agreement. These will be sent you via email; and
  - (d) if you have complied with the above requirements, we will contact you to confirm the date of the Delivery of the Vehicle; or
  - (e) if you have not complied with the above requirements, we will not be able to process your Subscription Order and we will refund the Initial Payment to you. 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 our vehicle partner informs us that 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 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.
- 3.10. ***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](mailto: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 you 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 Vehicle Hire Agreement and, if appropriate, the Home Charger 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 (*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;
- (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 sections 3.8 (*Vehicle Insurance*) 3.11 (*Public Charging*) of the Contract Details Sheet.

If selected by you, the optional extras may include the provision of a Home Charger to you, the details of which are set out in clause 17 of this agreement and in the Home Charger Hire Agreement which will be signed once your Subscription Order is confirmed.

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 the Vehicle Owner to Deliver the Vehicle to you at the start of the Hire Period, or 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 1.3 (*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. ***We act as agents of the Vehicle Owner.*** We do not own any vehicles. All vehicles are owned by our vehicle partners. The name and details of our vehicle partner (**Vehicle Owner**) who owns the Vehicle that we provide to you under the Subscription Agreement is as set out in the Vehicle Hire Agreement (under the heading *Parties to the agreement*). We act as agents of the Vehicle Owner, which means that we are entering into the hire agreement in respect of the Vehicle with you on behalf of the Vehicle Owner. We provide the online platform to offer vehicles to our customers, manage the process of hire of vehicles, and provide the other Subscription Services, which complement the hire. If you have any questions about the Vehicle or details of hire, you should always contact us.
- 5.3. ***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 Vehicle Owner. 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).
- 5.4. ***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.
- 5.5. ***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.
- 5.6. ***The responsibility for the Vehicle.*** The risk in the Vehicle will pass to you on Delivery (see clause 5.5 (*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.
- 5.7. ***Insurance.*** You (and all Named Drivers) must comply with the obligations set out in Part III (*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(d) (*Further initial steps*) of these General Terms. Depending on your chosen option, we will either:
- (d) deliver the Vehicle to the address specified in section 3.5 (*Delivery*) of the Contract Details Sheet on the agreed date of Delivery; or
  - (e) ensure that the Vehicle is ready for collection by you at the address specified in section 3.5 (*Delivery*) of the Contract Details Sheet on the agreed date of Delivery.



For ease of reference, in these General Terms as well as the Vehicle Hire Agreement, we refer to any of the above options as the **Delivery** (and **Deliver** and **Delivered** should be construed accordingly).

- 6.2. **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.
- 6.3. **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.
- 6.4. **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](mailto: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).
- 6.5. **What happens if you let us know about issues with the Vehicle on Delivery.** If, in accordance with clause 6.4 (*You must inspect the Vehicle on Delivery*) above, you notify any additional defects or issues to us, we will report them to the Vehicle Owner and provide you with an updated Vehicle Condition Report.

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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.
- 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 75%.
- (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 a place 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 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.

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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. You have the option of either returning the Vehicle to us, or making it available for collection by us, for which a collection charge may apply. For ease of reference, in these General Terms and in your Vehicle Hire Agreement, we refer to any of these options 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, time and location of the Return before the day of the Return. If, for any reason, you do not agree the exact day, time 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. If Vehicle Insurance is included in the Subscription Services, you must also pay us the Overdue Return Insurance Charge set out the Vehicle Hire Agreement.

8.4. **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);
- (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 (as described in our [Wear and Tear Policy](#));
- (c) with all keys, fittings, equipment and documents listed in the Vehicle Condition Report; and
- (d) with the same level of charge of the Vehicle battery as compared to the level existing at the Delivery; and
- (e) 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.

8.5. **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 8.4 (*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 8.4(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 Recharging Charge set out in the Charges section of the Vehicle Hire Agreement in if there is any shortfall in charge of the Vehicle battery upon the Return of the Vehicle to us as compared to the level existing on the Delivery of the Vehicle at the start of the Hire Period; and/or
- (e) 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.

We will not be liable to you or any other person for any belongings left by you or any other person 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) **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.
  - (b) **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.
  - (c) **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.
  - (d) **Vehicle tax.** We will arrange and pay the appropriate UK road tax when required.
  - (e) **CO2 emission offset contribution.** To offset emissions produced during the vehicle manufacturing process, we make a monthly contribution for each vehicle to our partner ClimateCare.
  - (f) **Telematics.** We will install a telematics solution in the Vehicle. Please see clause 12 (*Telematics*) for further details.
- 9.2. ***The cost of the Standard Package Vehicle Services.*** The costs of the above Standard Package Vehicle Services are included in the monthly Subscription 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. These services are provided to us by RAC Motoring Services and RAC Insurance Ltd (together **RAC**) in respect of vehicles managed by us. We are the holder of the policy. The policy covers you, and the Named Drivers, when driving the Vehicle in the UK.
- 10.2. ***About RAC.*** RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities (ref. 310208). RAC Insurance Ltd is authorised by the Prudential Regulation authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (ref. 202737).
- 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 with the UK in case of a breakdown of the Vehicle:

- (a) the roadside assistance;
- (b) the recovery services;
- (c) the at home services; and
- (d) the onward travel services,

as set out the policy documents which can be found [here](#). Please read these documents carefully, as they detail the limits of what is and is not included in the breakdown cover. You can also find copies of these documents in your Elmo Account area of our website.

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 your 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 RAC's 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 RAC's 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,
 as further set out in the RAC [policy documents](#).

- 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:
- (a) call RAC on 0333 202 3000 to report it and provide them with our full name (Nova Drive Limited trading as Elmo), the registration number of the Vehicle, the make and model of the Vehicle, the exact location of the Vehicle, your contact number, and the nature of the fault;
  - (b) call RAC back if the Vehicle gets going before they arrive;
  - (c) only accept help that has been sent to assist the Vehicle by RAC;
  - (d) not go directly to a garage, even an RAC appointed one - we will not reimburse you for the costs of such other assistance;
  - (e) only accept recovery arranged by RAC – we will not reimburse you for the costs of such other assistance;
  - (f) do not, without our prior permission, request any RAC services not covered by the breakdown cover - we will not reimburse you for the costs of such other assistance; and
  - (g) submit to us proofs of payments made to RAC in accordance with this clause 10 by emailing its scanned copy at [hello@elmodrive.com](mailto: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 remedial 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 Subscription 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

- 12.1. **Telematics.** We will, at our cost, install a telematics solution 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 are view the telematics data.** You can view the data captured by the telematics in your user dashboard in your Elmo Account on our website.

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## PART IV: VEHICLE INSURANCE

### 13. OBLIGATION TO INSURE THE VEHICLE

- 13.1. **You must have motor insurance.** You 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. **Insurance options.** You can either:

- (a) add motor insurance cover provided by Zego for you and the Named Drivers in respect of the Vehicle to your Subscription Services when placing your subscription order, in which case clause 14 (*Vehicle Insurance included in the Subscription Services*) below will apply; or
- (b) arrange your own motor insurance cover for you and the Named Drivers in respect of the Vehicle, in which case clause 15 (*Vehicle Insurance arranged by you*) below will apply.

When we refer anywhere in the documents which make up the Subscription Agreement to the **Vehicle Insurance**, we mean the option that applies to the Subscription Services and set out in section 3.8 (*Vehicle Insurance*) of the Contract Details Sheet.

- 13.3. **What happens if you want to change your insurance option.** If, after placing your subscription order with us, you wish to:
- (a) cancel Vehicle Insurance from Zego and arrange your own insurance; or
  - (b) add Vehicle Insurance from Zego to your Subscription Services,
- clause 3.10 (*Changes to the Subscription Services*) these General Terms will apply.

- 13.4. **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; and
- (b) not use the Vehicle in any manner not covered by the Vehicle Insurance.

- 13.5. **The meaning of accident.** In this Part IV of the 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.

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### 14. VEHICLE INSURANCE INCLUDED IN THE SUBSCRIPTION SERVICES

This clause 14 applies to you if Vehicle Insurance is included in the Subscription Services.

- 14.1. **About our integrated insurance cover.** Our integrated insurance cover is provided by Extracover Limited trading as Zego, a company authorised and regulated by the Financial Conduct Authority in respect of assisting

in the administration and performance of a contract of insurance (ref. 757871). The policy cover is underwritten by Extracover Insurance Company Limited, a company authorised and regulated by The Financial Conduct Authority. This is a fleet insurance policy. It provides cover to all vehicles provided by us to our customers under our subscription services. The policy is in our name. It covers you, and the Named Drivers when driving the Vehicle in the UK.

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

The Vehicle Insurance policy provides fully comprehensive vehicle cover in respect of fire and theft, accident, and liability to third parties as set out in the policy documents which can be found [here](#). You can also find copies of these documents in your Elmo Account on our website.

14.3. ***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 your claims under the policy.

Please read the [policy documents](#) 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. In addition, they set out the Insurance Excess Charges you will have to pay when an insurance claim is made under the policy, and the maximum amounts the insurer would pay for successful claims.

14.4. ***How it works.*** If you choose to add insurance cover provided by Zego to our Subscription Services, then:

- (a) you must read the [policy documents](#) and ensure that you understand and are happy with its terms; and
- (b) you must 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, adding Vehicle Insurance from Zego to your order; and
- (c) we will arrange to add you and all Named Drivers to our fleet insurance policy referred to in clause 14.1 above; and
- (d) we will add a one-off charge in respect of the insurance premium for the policy cover to the Set-up Fee and a monthly charge to the Subscription Fee. The amount of these charges will depend on your choice of vehicle, the length of the Hire Period, the number of drivers, and the risk profile of the drivers; and
- (e) you must pay us any applicable Insurance 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; and
- (f) the cover will end automatically on the last day of the Hire Period; and
- (g) 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 Insurance Charge set out in the Charges section of the Vehicle Hire Agreement.

14.5. ***Conduct of insurance claims.*** If you selected our integrated vehicle insurance cover, and 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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## 15. VEHICLE INSURANCE ARRANGED BY YOU

This clause 15 applies to you if you choose to arrange your own insurance cover in respect of the Vehicle.

15.1. ***Own insurance requirements.*** Your Vehicle Insurance policy must meet the following criteria:



- (a) it must provide fully comprehensive vehicle insurance cover (including in respect of fire and theft, accident, and liability to third parties) for the full replacement value of the Vehicle;
  - (b) you must be the main policyholder;
  - (c) the policy must cover all Named Drivers;
  - (d) there must be no telematics systems included in the policy;
  - (e) all insurance excess charges must be below £1,000;
  - (f) you must inform the policy provider that the Vehicle is on hire, and that you are neither the owner nor registered keeper of the Vehicle;
  - (g) the Vehicle Owner's interest must be recorded on the policy as the owner of the Vehicle and loss payee of any insurance proceeds; and
  - (h) the policy must start on or before the day of the Delivery of the Vehicle and cover the entire Hire Period. If the Hire Period exceeds 12 months, then a policy with an annual premium is acceptable, but you must arrange and provide us with a copy of a renewed policy no later than one month before the expiry of your then current policy cover.
- 15.2. ***Our contribution towards early exit fees.*** If:
- (a) the minimum term of the Hire Period is less than 12 months; and
  - (b) you are unable to find a policy cover for such shorter term; and
  - (c) you take out a policy cover with annual premium; and
  - (d) the Subscription Agreement ends no earlier than at the end of the minimum term of the Hire Period; and
  - (e) you are liable to pay an early exit fee to the provider of our insurance policy,
- then we will contribute up to £40 towards that exit fee.
- 15.3. ***How to arrange your own insurance cover.*** If you choose to arrange your own insurance cover then:
- (a) you must place your order for our Subscription Services on our website as set out in clause 3.2 (*Placing an order for the Subscription Services*), selecting your own insurance option; and
  - (b) once we have accepted your subscription order in accordance with clause 3.6 (*Our contract with you*), we will provide you with vehicle registration number for the Vehicle; and
  - (c) you must choose insurance which meets the requirements set out in clause 15.1 (*Own insurance requirements*) above; and
  - (d) if you wish us to check if your selected insurance meets those requirements before you buy it, you may send your insurance quote to us at [hello@elmodrive.com](mailto:hello@elmodrive.com) and we will check this for you; and/or
  - (e) once you are satisfied that you have found a suitable cover, you must buy the policy and send a copy of the signed policy (for you and each Named Driver) to us at [hello@elmodrive.com](mailto:hello@elmodrive.com); and
  - (f) we will review your policy and contact you to confirm that it meets the requirements in clause 15.1 (*Own insurance requirements*) above; or
  - (g) if your policy does not meet the requirements, we will let you know and ask you to arrange a suitable policy. If you fail to do so, or if your new policy does not meet the requirements, clause 3.7(e) (*Further initial steps*) of these General Terms will apply.
- 15.4. ***Your other obligations.*** You must:
- (a) punctually pay all insurance premiums due under the Vehicle Insurance policy and otherwise comply with its terms and conditions;
  - (b) produce to us, on request, the policy and evidence that all premiums have been duly paid. If you do not pay any premium due under the Vehicle Insurance, we can do so and you must reimburse us;

- (c) apply all money received in respect of the Vehicle Insurance policy in the repairing of damage to or in restoring or replacing the Vehicle.
- 15.5. **Conduct of insurance claims.** If you choose to arrange your own Vehicle Insurance cover, and an event gives rise to an insurance claim, you will be responsible for negotiating with your insurance provider and settling any insurance claims. However, we may, but are not obliged, to provide accident management support to you. If you make a claim under the Vehicle Insurance, you must inform us without undue delay.

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## 16. DAMAGE, THEFT AND ACCIDENTS

- 16.1. **You must notify us of any faults or damage.** You must notify us 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.
- 16.2. **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 the insurer of the Vehicle; and
  - (c) comply with our and the insurer's instructions (including in relation to Vehicle repairs, and providing information and documents we or the insurer may reasonably request).
- 16.3. **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 16.3, 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 the name, address and insurance details of third parties involved in the accident;
  - (f) 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;
  - (g) 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);
  - (h) without delay, report to the police if you were unable to exchange insurance details with other persons involved in the accident;
  - (i) as soon as reasonably possible, report the accident to us and to the insurer of the Vehicle (if you are using our integrated insurance cover, the telephone number for the insurer is 01908 302 023);
  - (j) 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);

- (k) inform the insurer, and send copies of any communication in relation to the accident (including any costs and repairs) to the insurer; and
  - (l) without limiting the generality of the preceding sub-clause 16.3(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.
- 16.4. **Repairs to the Vehicle following damage.** If the Vehicle is damaged:
- (a) where the damage is of a type covered by your Vehicle Insurance, and the Vehicle Insurance providers 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.
- 16.5. **Your obligation to pay when the Vehicle is stolen or damaged.**

You must continue to pay the Subscription 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 Subscription 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*).
- 16.6. **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 V: HOME CHARGER

### 17. HOME CHARGER

This clause 17 applies to you if we provide a Home Charger to you as part of the Subscription Services.

- 17.1. **About the Home Charger.** The Home Charger is a home charging unit for electric vehicles. If a Home Charger is included in the Subscription Services, we will:
- (a) install the Home Charger at your home; and
  - (b) provide the Home Charger to you on the basis of hire.
- 17.2. **About the hire agreement.** The hire of the Home Charger is a hire agreement regulated by the Consumer Credit Act 1974. The terms of the hire are set out in this Part V (*Home Charger*) of these General Terms, and in the Home Charger Hire Agreement. For regulatory reasons, this is a separate hire agreement and you will need to sign the Home Charger Hire Agreement in addition to signing the Subscription agreement. Although separate, the Home Charger Hire Agreement is part of the subscription services that elmo provide. You are

only entitled to hire the Home Charger from us if, and for as long as, you subscribe to our Subscription Services.

- 17.3. **How it works.** If you choose to add a Home Charger to our Subscription Services, then:
- (a) you must 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, adding the Home Charger option to your order;
  - (b) your order must have a minimum fixed contract of at least 6 months;
  - (c) once we have accepted your Subscription Order and we have entered into the Subscription Agreement in accordance with clauses 3.6 (*Our contract with you*) and 3.7 (*Further Initial Steps*), we will email you to arrange a date and time for the delivery and installation of the Home Charger;
  - (d) an engineer appointed by us will deliver and carry out the installation of the Home Charger, as well as the connection point and unit base which are required for the Home Charger, on the agreed date and time;
  - (e) the price of the standard installation of the Home Charger will be included in the Initial Payment. If the engineer advises that more than a standard installation is required, we will ask your permission before proceeding and add the additional cost to your next monthly bill;
  - (f) we will provide the connection point and the unit base to you on the basis of sale, and their sell price will be included in the Set-up Fee; and
  - (g) a monthly charge in respect of the hire of the Home Charger will be added to the Subscription Fee.
- 17.4. **What constitutes a standard installation.** Installation of the home charge unit onto a brick or plaster wall or to another suitable permanent structure. Up to 15m or 50ft of cable, run and neatly clipped to the wall between electricity supply meter/distribution board and the charging unit. Routing of the cable through a drilled hole in a wall up to 500mm (20 inches) thick, if required.
- 17.5. **Duration of hire.** The duration of hire of the Home Charger is indefinite. It will start when the installation of the Home Charger at your premises is completed (see clause 17.3 (*How it works*) 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 Home Charger will continue 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.
- 17.6. **The responsibility for the Home Charger.** The risk in the connection point, unit base, and Home Charger will pass to you when their installation is completed. This means that from that point in time, you will be responsible for any loss of or damage to them.
- 17.7. **You must notify us of any faults or damage.** You must notify us as soon as you become aware of any faults, defects or issues with the Home Charger discovered by you during the period of its hire.
- 17.8. **The ownership of the connection point and unit base.** The ownership of the connection point and unit base will pass to you once we have received payment for those goods in full. You do not need to return them to us at the end of the Subscription Agreement. After unclipping the Home Charger from the unit base at the end of its hire period, you can reuse the unit with another electric vehicle charger.
- 17.9. **The ownership of the Home Charger.** The Home Charger is provided to you on the basis of hire, as set out in the Home Charger Hire Agreement. You do not and will not own the Home Charger. You will not have any right, title or interest in or to the Home Charger, except for the right to possess and use it during its period of hire in accordance with the Subscription Agreement. The Home Charger will, at all times, remain our property. You may not sell, transfer or otherwise dispose of or grant to any person any legal rights to the Home Charger.

- 17.10. **You must return the Home Charger to us.** At the end of the period of hire of the Home Charger, unless otherwise agreed with us, you must unclip the Home Charger from its socket and return it to us at your own cost.
- 17.11. **What happens if you fail to Return the Home Charger at the agreed time and place.** If you fail to Return the Home Charger 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 Home Charger Hire Agreement.
- 17.12. **Condition of the Home Charger on its Return to us.** You must Return the Home Charger to us:
- (a) in a clean condition; and
  - (b) in a condition that is not worse than the condition it was delivered; and
  - (c) functioning as expected.
- The person nominated by us to take the Vehicle from you on its Return, will also inspect the Charge Point if it is to be returned with the Vehicle. They will check its condition and record it in the Vehicle Condition Report.
- 17.13. **What happens if you fail to Return the Home Charger in the same condition.** If you fail to Return the Home Charger to us as required under clause 17.12 (*Condition of the Home Charger on its Return to us*) above, then you will be liable for any costs we may incur in returning the Home Charger 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 Home Charger Hire Agreement if we determine that the Home Charger requires repairs to return it to the condition required under clause 17.12(a) (*Condition of the Vehicle on its Return to us*) above; and/or
  - (b) the Replacement Charge set out in the charges section of the Home Charger Hire Agreement, if we determine that it is not possible to return the Home Charger to the condition required under clause 17.12(a) (*Condition of the Vehicle on its Return to us*) or the cost of doing so would exceed the value of the Home Charger.
- 17.14. **If you wish to keep the Home Charger.** After the end of the Subscription Agreement, we may agree to gift or sell you the Home Charger. Any such gift or sale would be a separate transaction and not part of the Subscription Agreement (including the Home Charger Hire Agreement).

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## PART VI: HOME ENERGY SUPPLY

### 18. HOME ENERGY SUPPLY

This clause 18 applies to you if home energy supply from So Energy is included in the Subscription Services.

- 18.1. **About So Energy and the home energy supply.** So Energy Trading Limited (trading as So Energy) is a supplier of renewable energy. If home energy supply from So Energy is included in the Subscription Services, you will be entering into a separate agreement with So Energy for your home energy supply. Your So Energy account will be linked with your Elmo Account to enable you to benefit from discounted monthly Mileage Allowance. You will also be able to pay for your Vehicle charging through our Subscription Fee rather than through your So Energy domestic energy bill.
- 18.2. **Switching to So Energy.** If you decide to include home energy supply from So Energy in the Subscription Agreement and are not their customer at the commencement of the Subscription Agreement:
- (a) you must 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, adding home energy supply from So Energy to your order;

- (b) once we have accepted your subscription order in accordance with clause 3.6 (*Our contract with you*), we will send you an email containing a link to a co-branded So Energy and Elmo energy switching web page to switch your home energy supply to So Energy;
- (c) you must follow the link and fill in the required details on So Energy’s website in order to receive a quote from So Energy; and
- (d) if you are happy with the quote, complete the switching process on So Energy’s website.

This process involves you entering into a separate legal agreement with So Energy for the provision of energy services. Please ensure that you read and are happy with its terms and conditions before accepting them.

; and

- (e) if So Energy accepts your order, they will arrange your switch from your current supplier and connect your So Energy account to your Elmo Account.

18.3. **Getting started if you are already a So Energy customer.** If you decide to include home energy supply from So Energy in the Subscription Agreement and So Energy already are your electricity provider at the commencement of the Subscription Agreement:

- (a) you must 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, adding home energy supply from So Energy to your order;
- (b) once we have accepted your subscription order in accordance with clause 3.6 (*Our contract with you*), we will send you an email with your Elmo customer number and a unique home energy code;
- (c) you must contact So Energy by email at [help@so.energy](mailto:help@so.energy) or phone on 0330 111 5050, notify them that you have subscribed with Elmo to home energy supply with So Energy, and provide them with your Elmo customer number and your home energy code.

This process involves you entering into a separate legal agreement with So Energy for the provision of energy services or changing your current legal agreement with So Energy. Please ensure that you read and are happy with its terms and conditions before accepting them.

; and

- (d) if So Energy accepts your order, they will connect your So Energy account to your Elmo Account.

18.4. **Home energy payments.** Once your So Energy account is linked to your Elmo Account:

- (a) you will pay a monthly home energy fee, which will be included in your Subscription Fee;
- (b) you will receive a pre-agreed credit amount per month to use against the Vehicle’s energy demand on your So Energy account based on your estimated usage for charging the Vehicle, corresponding with your monthly Mileage Allowance; and
- (c) if you use more energy to charge the Vehicle than your Mileage Allowance monthly credit, the excess will be billed with the rest of your domestic usage by So Energy; or
- (d) if you use less energy to charge the Vehicle than your Mileage Allowance monthly credit, a portion of your domestic energy, equal to the value of the unused Mileage Allowance, will be included in the discount.

18.5. **What happens if you do not switch to or switch away from So Energy.** If you or So Energy decide not to proceed with the switch to So Energy, or if you switch from So Energy to another provider during the Hire Period:

- (a) you must notify us without delay by emailing us at [hello@elmodrive.com](mailto:hello@elmodrive.com); and
- (b) all your energy usage to charge the Vehicle will be included on your domestic energy bill of your energy provider.

18.6. **What happens when the Subscription Agreement ends.** When the Subscription Agreement:

- (a) ends for any reason, all your energy usage will be included on your domestic energy bill of So Energy; and
- (b) is cancelled by you during the cooling-off period under clause 23 (*Cooling-off period cancellation rights*) of these General Terms, we will notify So Energy, and your home energy supply service from So Energy through your Elmo Account will be cancelled at the same time, but your separate contract with So Energy to supply your energy will continue; or
- (c) ends for any other reason, we will notify So Energy and your home energy supply service from So Energy through your Elmo Account will be ended at the same time but the expiry or termination of your Subscription Agreement will not automatically end your contract with So Energy. Please refer to your So Energy contract for information on the consequences of ending your contract with us on your So Energy contract.

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## PART VII: PUBLIC CHARGING

### 19. PUBLIC CHARGING

This clause 19 applies to you if the Subscription Services include Polar Plus Network membership for public charging points.

- 19.1. **About public charge points and Polar Plus Network.** 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. Polar Plus Network provided by Chargemaster Limited (trading as BP Chargemaster) provides access to over 7,000 public charge points for electric vehicles across the UK. If Polar Plus Network membership is included in the Subscription Services, we will provide you with a membership card giving you access to charge the Vehicle on all public charging points registered to the Polar Plus Network.
- 19.2. **How it works.** If you choose to add Polar Plus Network membership to our Subscription Services, then:
- (a) you must read [Polar Corporate 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) you must 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, adding the Polar Plus Network membership option to your order;
  - (c) once we have accepted your subscription order in accordance with clause 3.6 (*Our contract with you*), we will arrange to include a Polar Plus card with the delivery of the vehicle, or alternatively send it to your given address by post;
  - (d) we will add a one-off £10 charge in respect of the Polar Plus Network membership to the Set-up Fee and a monthly £10 charge to the Subscription Fee. The costs of any electricity consumed at Polar Plus Network charging points is then free of charge too; except where you exceed the 90 minute limit on all BP Chargemaster "Ultracharge" and "Ultrafast" units, when we will charge you an additional fee of £10 per hour;
  - (e) you will be able to charge the Vehicle on any Polar Plus Network charging points during the Hire Period. You can use the Polar Plus Network Live Map (which can be found on the Polar Plus apps and [website](#)) to locate a charging point and check the tariffs for individual charging points; and
  - (f) you must return all access cards to us at the end of the Hire Period.
- 19.3. **Lost, stolen and damaged access cards.** If your Polar Plus access card is lost or stolen, you must notify us as soon as possible, so that we can cancel it. 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 4.15 of the Contract Details Sheet.

- 19.4. **Faulty access cards.** If your access card is faulty, you must notify us and send it to us. We will send the fault card to the card provider for testing. 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 and Home Charger Hire Agreement, if applicable. If it was not possible to calculate a charge in advance, section the Vehicle Hire Agreement and Home Charger 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; 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. 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.
- 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 and Home Charger Hire Agreement, if applicable, 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 and Home Charger Hire Agreement if applicable. We use Stripe Payments (a payment gateway) to process payments through our website.
- (a) **One-off online payments by card.** Stripe Payments accept 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 and the Home Charger (where applicable) are located) and reposes the Vehicle (and the Home Charger, where applicable); and
- (e) you will be liable to compensate us for the costs of recovering the Vehicle (and the Home Charger, where applicable).

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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) timely pay any Third Party 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.

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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.

## 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 3.1 (*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 Nova Drive Limited, 93a Kirkton Road, London, N15 5EY, [hello@elmodrive.com](mailto: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 (and the Home Charger, where applicable) 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 8.5 (*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 and, where applicable, the Home Charger Hire Agreement will end automatically at the same time, because they form 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, and the Subscription Services include our integrated Vehicle Insurance cover, all such services will be cancelled at the same time. We will notify the providers. If you have opted to arrange your

own insurance for the Vehicle, you must contact the provider directly to cancel your policy. If you have decided to switch to So Energy, this is a separate agreement with So Energy, and you will still be in your cooling off period with them. It is your responsibility to contact So Energy to cancel your contract with them, if you wish.

23.8. **Return of the Vehicle and Home Charger to us.** If you cancel your Subscription Agreement in accordance with this clause 23, you must:

- (a) 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; and
- (b) if your Subscription Services include a hire of the Home Charger, you must return the Home Charger unit to us at your own cost.

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 (and if applicable, the Home Charger) 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 27.6 (*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 no less than 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 the Vehicle Owner is 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) the Vehicle Owner 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, provided that such notice will not expire before the last day of the minimum term of the Hire Period (set out in section 3.1 (*Hire Period*) of the Contract Details Sheet). If we do so, the Subscription Agreement will end on the expiry of that notice, and you must Return the Vehicle (and the Home Charger, where applicable) 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 3.10 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 us reminding you that payment is due.
  - (b) ***Failure to meet the eligibility criteria.*** We may end the Subscription Agreement if we discover that you 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, (for example, if your Vehicle Insurance has lapsed or become invalidated and we are not at fault);
- (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 take delivery or allow installation of the Home Charger.** if our Subscription Services include the hire of the Home Charger, we may end the Subscription Agreement if you do not, within reasonable time, allow us to deliver and install the Home Charger at your premises or allow us access to your premises to install the Home Charger
- (g) **Failure to drive the vehicle in a safe manner.** Attain a driving score lower than 75% (without good cause i.e. circumstances beyond your control) in a full calendar month.
- (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 14.4(f) (*How it works*) in respect of our integrated Vehicle Insurance cover;
  - (b) clause 18.6 (*What happens when the Subscription Agreement ends*) in respect of the home energy supply; and
  - (c) clause 19.2(f) (*How it works*) in respect of the Polar Plus Network membership.
- 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 27.5 (*You must compensate us if you break this contract*) of these General Terms will apply.
- 27.3. **Effect on the Home Charger Hire Agreement.** If the Subscription Agreement includes the hire of the Home Charger then, on termination or expiry of the Subscription Agreement, the Home Charger Hire Agreement will end automatically at the same time, because they form part of the Subscription Agreement. You must return the Home Charger to us in accordance with clause 17.10 (*You must return the Home Charger to us*) but subject to clause 17.14 (*If you wish to keep the Home Charger*) of these General Terms.
- 27.4. **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 and Home Charger Hire Agreement, if applicable, 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 27.6 (When you must pay us the Early Termination Fee) and 27.7 (How do we calculate the Early Termination Fee) below); 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 27.4 does not apply if the Subscription Agreement is terminated in accordance with clause 3.7 (*Further initial steps*) of these General Terms.

- 27.5. **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).*

- 27.6. **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 Vehicle Hire Agreement, if:

- (a) you end the Subscription Agreement after the cooling-off period (referred to in clause 23.1 (*Statutory cooling-off period cancellation rights*) of these General Terms) expires but before the minimum term set out in section 3.1 (*Hire Period*) of the Contract Details Sheet expires; or
- (b) we end the Subscription Agreement before the minimum term set out in section 3.1 (*Hire Period*) of the Contract Details Sheet ends pursuant to clause 26.2 (*When we may end this contract if you break it*) of these General Terms.

- 27.7. **How do we calculate the Early Termination Fee.** We calculate the amount of the Subscription Fee you must pay us in reference to the minimum term of the Hire Period (as set out in the Charges section of the Vehicle Hire Agreement). In general, the longer the minimum contract term, the lower the amount of the Subscription Fee. Therefore, if the Subscription Agreement ends early, we will calculate what your Subscription Fee would have been based on the actual, shorter duration of the contract, and you will have to pay us the difference between the original Subscription Fee and the recalculated fee.

*For example, if your Subscription Fee was £300 based on the minimum hire period of 12 months, and you ended the contact after six months, we would calculate what your Subscription Fee would have been in respect of the same vehicle but on a six months' hire. If the recalculated monthly fee was £310, then you would have to pay us £360 for the final month. This would be made up of your normal Subscription Fee of £300 and the Early Termination Fee of £60 (six months at £10 a month).*

- 27.8. **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](http://www.citizensadvice.org.uk).*

27.9. **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.*

27.10. **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, the Vehicle or the Home Charger, 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](https://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](http://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. Please also see clause 23.8(b) (*Return of the Vehicle and the Home Charger to us*).
- 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 Nova Drive Limited.
- 31.2. **Our trade marks.** Elmo, our logos and our other trade marks are trade marks belonging to us or our licensors. We give no permission for the use of these trade marks, 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.

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## 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:

- (a) **accident** has the meaning given in clause 13.5 (*The meaning of accident*) of these General Terms.
- (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.
- (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.
- (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) **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.
- (i) **Early Termination Fee** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 27.6 (*When you must pay us the Early Termination Fee*) and clause 27.7 (*How do we calculate the Early Termination Fee*) of these General Terms for further details.
- (j) **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.
- (k) **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 8.5 (*What happens if you fail to Return the Vehicle in the same condition*) of these General Terms for further details.
- (l) **General Terms** means these terms and conditions set out in this document which govern the Vehicle Hire Agreement and Charge Point Hire Agreements as part of the Subscription Agreement.
- (m) **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 5.5 (*Hire Period*) of these General Terms for further details.
- (n) **Home Charger** means the home charger, the details of which are set out in section 3.9 (*Home Charger*) of the Contract Details Sheet.
- (o) **Home Charger Hire Agreement** means the regulated consumer hire agreement which forms part of the Subscription Agreement if a home charge point is included in the Subscription Services.
- (p) **Initial Payment** means the payment you must make to confirm your Subscription Order which covers the Admin fee, Set-up fee and any delivery or installation fees that are part of the subscription.
- (q) **Insurance Excess Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 14.4 (*How it works*) of these General Terms for further details.
- (r) **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 8.5 (*What happens if you fail to Return the Vehicle in the same condition*) of these General Terms for further details.
- (s) **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.
- (t) **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 8.5 (*What happens if you fail to Return the Vehicle in the same condition*) of these General Terms for further details.
- (u) **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.
- (v) **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.

- (w) **Overdue Return Insurance Charge** 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*) and clause 14.4 (*How it works*) of these General Terms for further details.
- (x) **Recharging Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 8.5 (*What happens if you fail to Return the Vehicle in the same condition*) of these General Terms for further details.
- (y) **Repair Charge** means the charge set out in the Charges section of the Vehicle Hire Agreement. See clause 8.5 (*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.
- (z) **Replacement Charge** means the charge set out in the Charges section of the Home Charger Hire Agreement. See clause 17.11 (*What happens if you fail to Return the Home Charger in the same condition*) of these General Terms for further details.
- (aa) **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.
- (bb) **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.
- (cc) **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.
- (dd) **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, the Vehicle Hire Agreement, and the Home Charger 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.

- (ee) **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.
- (ff) **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.
- (gg) **Vehicle** means the Vehicle the details of which are set out in section 3.2 (*Vehicle*) of the Contract Details Sheet.
- (hh) **Vehicle Condition Report** means the written report of the condition of the Vehicle as further explained in clause 6.3 (*Vehicle Condition Report*) of these General Terms.
- (ii) **Vehicle Hire Agreement** means the regulated consumer hire agreement which forms part of the Subscription Agreement set out in Schedule 2.
- (jj) **Vehicle Insurance** means either insurance cover for the Vehicle forming part of our Subscription Services, or the vehicle insurance cover arranged by you, as applies to the Subscription Services and set out in section 3.8 (*Vehicle Insurance*) of the Contract Details Sheet. See clause 13.2 (*Insurance options*) of these General Terms for further details.
- (kk) **Vehicle Owner** means our vehicle partner who owns the Vehicle, and whose details are set out in the Vehicle Hire Agreement. See clause 5.2 (*We act as agents of the Vehicle Owner*) of these General Terms for further details.
- (ll) **we, us and our** means Nova 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 93a Kirkton Road, London, United Kingdom, N15 5EY.
- (mm) **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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