

# ELPTOO - TERMS AND CONDITIONS

07/11/2019

Version 2.1.

## 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply the Elptoo services to you.

1.2 **Why you should these terms.** Please read these terms carefully, they tell you who we are, how we will provide the Elptoo services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

## 2. Information about us and how to contact us

2.1 **Who we are.** Elptoo is the trading name of HelpMe Group Ltd a company registered in England and Wales. Our company registration number is 08946691 and our registered office is at 2 Communications Road, Greenham Business Park, Newbury, Berkshire, RG19 6AB, UK. Our registered VAT number is EU372027558.

2.2 **How to contact us.** You can contact us through our customer service team at support@elptoo.io. You can also contact us using the chat service provided on the Elptoo website and mobile application.

2.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us when you registered for the Elptoo services. In some instances, we may also need to contact you by telephone.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

3.1 **How we will accept your registration for the Elptoo services.** Our acceptance of your registration for the Elptoo services will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your registration for the Elptoo services.** If we are unable to accept your registration for the Elptoo services, we will inform you of this in writing and will not charge you for the Elptoo services.

3.3 **Your Elptoo account.** We will assign you a personal Elptoo account on the Elptoo platform when we accept your registration for the Elptoo services. Your Elptoo account will enable you to access the Elptoo services and engage with us.

3.4 **We only provide Elptoo services to the UK.** The Elptoo platform is solely for the promotion of the Elptoo services in the UK. Unfortunately, we do not provide the Elptoo services outside the UK.

#### 4. Elptoo services

4.1 **The scope of the Elptoo services and how to access them.** The Elptoo services comprise of responding to your requests for third-party lifestyle support introductions to third-party suppliers that you may require from time to time. You can access the Elptoo services via the Elptoo platform which is accessible in any of the following ways:

- (a) by the Elptoo website;
- (b) by the Elptoo mobile application.

4.2 **How we identify suitable third-party suppliers.** When providing the Elptoo services will use all reasonable endeavours to introduce you to a third-party supplier who is suited to meet your needs.

#### 5. Your separate contract with a third-party supplier

5.1 **You are responsible for agreeing terms with a third-party supplier.** Once we have introduced you to a third-party supplier you will be responsible for liaising with the third-party supplier and agreeing the basis upon which your requested lifestyle support is supplied by that third-party supplier. It is the responsibility of the third-party supplier to communicate its terms and conditions of business, method of work and prices to you, and it is your responsibility to ensure that you are comfortable with them.

5.2 **You are responsible for paying a third-party supplier.** You shall be responsible for paying all charges levied by a third-party supplier as agreed by you and the third-party supplier at the time of booking.

5.3 **We are not a party to your contract with a third-party supplier.** The contract for work to be carried out, goods to be supplied, or services to be provided by the third-party supplier is between you and the third-party supplier. We are not a party to that contract and cannot guarantee or be responsible for any work carried out, goods supplied, or services provided by a third-party supplier.

#### 6. Your rights to make changes to the Elptoo services

6.1 **If you wish to make a change to the Elptoo services.** If you wish to make a change to the Elptoo services you have registered for please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Elptoo services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see **Clause 9 - Your rights to end the contract**).

#### 7. Our rights to make changes to the Elptoo services

7.1 **Minor changes to the Elptoo services.** We may change the Elptoo services:

- (a) to reflect any changes in relevant laws and regulatory requirements;
- and

- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the Elptoo services.

## **8. Providing the Elptoo services**

**8.1 When we will provide the Elptoo services.** We will supply the Elptoo services to you until your subscription expires (if applicable) or you end the contract as described in **Clause 9** or we end the contract by written notice to you as described in **Clause 11**.

**8.2 We are not responsible for delays outside our control.** If our supply of the Elptoo services is delayed by an event outside our control then 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 there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Elptoo services you have paid for but not received.

**8.3 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Elptoo services to you. If so, this will have been stated in the description of the Elptoo services on the Elptoo platform. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and **Clause 11.2** will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Elptoo services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**8.4 Reasons we may suspend the supply of Elptoo services to you.** We may have to suspend the supply of the Elptoo services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Elptoo services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Elptoo services as requested by you or notified by us to you (see **Clause 7**).

**8.5 Your rights if we suspend the supply of Elptoo services.** We will contact you in advance to tell you we will be suspending supply of the Elptoo services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 15 days in any month we will adjust the price so that you do not pay for the Elptoo services while they are suspended. You may contact us to end the contract if we suspend the Elptoo services or tell you we are going to suspend the Elptoo services, in each case for a period of more than 15 days and we will refund any sums you have paid in advance for the Elptoo services in respect of the period after you end the contract.

**8.6 We may also suspend supply of the Elptoo services if you do not pay.** If you do not pay us for the Elptoo services when you are supposed to (see **Clause 13.4**) and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend supply of the Elptoo services until

you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Elptoo services. We will not suspend the Elptoo services where you dispute the unpaid payment (see **Clause 13.7**). We will not charge you for the Elptoo services during the period for which they are suspended. As well as suspending the Elptoo services we can also charge you interest on your overdue payments (see **Clause 13.6**).

## **9. Your rights to end the contract**

**9.1 You can always end your contract with us.** Your rights when you end the contract will depend on the Elptoo services you have bought, whether there is anything wrong with the Elptoo services, how we are performing and when you decide to end the contract:

- (a) **If the Elptoo services you have bought are not as described you may have a legal right to end the contract** (or to get a Elptoo service re-performed or to get some or all of your money back), **see Clause 12**;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see Clause 9.2**;
- (c) **If you have just changed your mind about the Elptoo services, see Clause 9.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see Clause 9.7.**

**9.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Elptoo services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Elptoo services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Elptoo services and you do not wish to proceed;
- (c) there is a risk that supply of the Elptoo services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Elptoo services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 15 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 9.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Elptoo services, once these have been completed, even if the cancellation period is still running.
- 9.5 **How long do I have to change my mind about the Elptoo services?** You have 14 days after the day we email you to confirm we accept your payment. However, once we have completed the Elptoo services you cannot change your mind, even if the period is still running. If you cancel after we have started the Elptoo services, you must pay us for the Elptoo services provided up until the time you tell us that you have changed your mind.
- 9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see **Clause 9.1**), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Elptoo services not provided.
10. **How to end the contract with us (including if you have changed your mind)**
- 10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Email.** Email us at [support@elptoo.io](mailto:support@elptoo.io). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) **Online.** Complete the form <https://elptoo.io/unsubscribe/> on our website.
- 10.2 **How we will refund you.** We will refund you the price you paid for the Elptoo services, by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Elptoo service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 10.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
11. **Our rights to end the contract**
- 11.1 **We may end the contract if you break it.** We may end the contract for Elptoo services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Elptoo services; or
- (c) you use, or attempt to use, the Elptoo services for any unlawful or illegal activity or any other activity which causes damage or injury to any person or property.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in **Clause 11.1** we will refund any money you have paid in advance for Elptoo services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 **We may withdraw the Elptoo services.** We may write to you to let you know that we are going to stop providing the Elptoo services. We will let you know at least 15 days in advance of our stopping the supply of the Elptoo services and will refund any sums you have paid in advance for Elptoo services which will not be provided.

## 12. If there is a problem with the Elptoo services

12.1 **How to tell us about problems.** If you have any questions or complaints about the Elptoo services, please contact us. You can reach our customer service at support@elptoo.io.

12.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

See also **Clause 9.3**.

In relation to the services the Consumer Rights Act 2015 says:

- a) 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.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

### **13. Monthly price and payment for the Elptoo services**

- 13.1 **Where to find the monthly price for the Elptoo services.** The monthly subscription price of the Elptoo services (which includes VAT) will be the monthly subscription prices indicated on the Elptoo platform. We take all reasonable care to ensure that the monthly subscription prices of the Elptoo services advised to you is correct. However please see **Clause 13.3** for what happens if we discover an error in the monthly subscription prices of the Elptoo services.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes we will adjust the rate of VAT that you pay, unless you have already paid for the Elptoo services in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the monthly subscription price wrong.** It is always possible that, despite our best efforts, some of the monthly subscription prices included on the Elptoo platform may be incorrect. We will normally check our prices before accepting your payment. Where the correct monthly subscription price at your payment date is less than our stated monthly subscription price on the Elptoo platform, we will charge the lower amount. If the correct monthly subscription price at your payment date is higher than the monthly subscription price stated on the Elptoo platform, we will contact you for your instructions before we process your payment.
- 13.4 **When you must pay.** You must pay for the Elptoo services, before we start providing them. We will charge you monthly in advance for the Elptoo services until your subscription expires (if applicable) or you end the contract as described in **Clause 9** or we end the contract by written notice to you as described in **Clause 11**.
- 13.5 **How you must pay.** Your first week's subscription fees will be collected by us either by debit or credit card at time we accept your registration for the Elptoo services. We accept payment with Visa and Mastercard. We will collect subsequent monthly subscription fees from you by direct debit.
- 13.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of BANK OF ENGLAND from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.7 **What to do if you think a monthly subscription fee is wrong.** If you think a monthly subscription fee is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on the correct monthly subscription fee from the original due date.

### **14. Our responsibility for loss or damage suffered by you**

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 **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 in relation to the services as summarised at **Clause 12.2**.

14.3 **We are not liable for business losses.** We only supply the Elptoo services for domestic and private use. If you use the Elptoo services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 **We are not liable for third-party suppliers.** When you instruct a third-party supplier, your contract is with the third-party supplier and not with us. Subject to these terms and to the extent permitted under law, we accept no responsibility for any loss, liability or cost incurred by you as a result of any act or omission by a third-party supplier (unless there has been a breach by us).

## 15. How we may use your personal information

15.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy which can be found at <https://elptoo.io/confidentiality/>.

## 16. Other important terms

16.1 **We may transfer the contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for Elptoo services not provided.

16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 **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.

16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.

16.5 **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 these terms, 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 products, we can still require you to make the payment at a later date.

- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. 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.