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Overview of Terms

You are entering into an agreement with City Country Coast (Lettings) Ltd, T/A Blenkin & Co Lettings, registered office address 2 Clifton Moor Business Village, James Nicolson Link, York, North Yorkshire, England, YO30 4XG.

This Agency Agreement and these terms are effective from 1st February 2025.

We trade as a limited company registered at Companies House under registration number: 14282840

Our VAT number is: 426 2087 09

We are members of the TDS Custodial Scheme, www.tenancydepositscheme.com (membership number EW92233)

Our Client Money Protection is provided by Client Money Protect, www.clientmoneyprotect.co.uk (membership number CMP010745)

Our dispute and compensation scheme is operated by the Property Redress Scheme (PRS), www.theprs.co.uk (membership number PRS035268).

Our Professional Liability Indemnity Insurance is provided by QBE European Operations, www.QBEeurope.com

This agreement will override any previous terms of business in their entirety unless otherwise stated.

This agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it. Any legal proceedings to be served in respect of this agreement, which are to be served outside the jurisdiction, shall be deemed to be sufficiently served if they are sent by ordinary first class or airmail post, or its equivalent, and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

Definitions

In this agreement the following definitions and interpretations apply:

- **“Agent”, “The Landlord’s Agent”** and **“we”** or **“us”** means Blenkin & Co Lettings, Priestley House, 36 Bootham, York, YO30 7BL.
- **“Agreement”** or **“The Agreement”** means these terms of business and any supplementary documents signed between the agent and the landlord.
- **“The Check-In Inventory and Schedule of Condition”** or **“Inventory”** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent or an inventory clerk, which includes the fixtures and fittings in the property.
- **“Calendar day”** or **“day”** means any day of the year, including weekends and bank holidays.
- **“Working day”** means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971, or any customary or public holiday in England and Wales
- **“Deposit”** or **“The Deposit”** means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant’s obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.
- **“Fixtures and Fittings”** or **“The Fixtures and Fittings”** mean any of the Landlord’s contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- **“Landlord”, “you”** or **“your”** means the landlord as described in the Agency Agreement, and any other person owning a reversionary interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy.
- **“Term”** or **“tenancy”** means the fixed term of the occupancy agreement and any extension or continuation thereof, whether fixed term or periodic, arising after the expiry of the original term.
- **“Tenancy agreement”** means the contract drawn up between the you and the tenant specifying the obligations of the parties.
- **“Tenant”** means anyone entitled to possession of the property under a tenancy agreement.
- **“Occupier”** means a tenant or any other person or organisation entitled to occupy the property under a tenancy, licence or any other form of agreement or contract.
- **“The Premises”, “Premises”, “Property”** or **“The Property”** means any part or parts of the building, boundaries, fences, garden, and outbuildings belonging to the landlord at the address set out in the Agency Agreement. This includes reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage, and parking space (if applicable). The Premises shall include Fixtures and Fittings, the Check-in Inventory and Schedule of Condition, which shall form and be construed as part and parcel of the Premises.
- **“Prescribed information”** means the information required to be provided to the tenant and any relevant person, either under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 or as part of the Deregulation Act 2015
- **“Regulations”** means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- **“Relevant person”** means a person who paid the deposit, or any part of it, on behalf of the tenant **“Cash deposit”** means the money paid by the tenant before the commencement of the tenancy agreement and held in case the tenant fails to comply with the terms of the tenancy agreement.
- **“Scheme”** or **“The Scheme”**, means an authorised tenancy deposit protection scheme, set up in accordance with the Housing Act 2004, determined by an alternative dispute resolution (ADR) process or ordered by the court.
- **“TDS”** or **“The TDS Scheme”** means the Tenancy Deposit Scheme operated by The Dispute Service Ltd.
- **“Statutory time limit”** means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

The use of the singular includes the plural, and the use of the masculine includes and feminine and vice versa.

1. LANDLORD'S OBLIGATIONS AND APPROVAL TO LET

1.1. PROPERTY OWNERSHIP

1.1.1 In this Agreement any reference to the Property includes all properties listed in the First Schedule[1].

1.1.2 Authority to let the property is required from all owners, all of whom will be named on the tenancy agreement. The obligations, and liabilities of the owners under this agreement shall be joint and several.

1.1.3 The Landlord will inform the tenant of change of ownership[2] if the property is sold to a third party whilst the tenant remains in occupation.

1.1.4 The Landlord will provide proof of ownership for the property you intend to rent.

1.1.5 The Agent will obtain a copy of the land registry for every property before it is marketed if we do not already hold this information.

1.1.6 The Landlord and the Agent confirm to each other that they are not banned from letting or managing property and that their details have not been added to a rogue landlord or rogue agent database[3]. Should either party become subject to a Banning Order[4] or their details appear on a rogue landlord or rogue agent database after signing this Agreement then that party must inform the other without undue delay.

1.2. MORTGAGE APPROVAL, FREEHOLDER APPROVAL AND SUB-LETTING

1.2.1 The Landlord will provide a copy of the lender's permission to the Agent for their records where the Property to be let is subject to a mortgage

1.2.2 The Landlord will inform the Agent of any additional clauses that the lender requires to be incorporated into the tenancy agreement prior to marketing your Property.

1.2.3 If the Property is leasehold, the Landlord confirms the following:

- The intended let is permitted by your lease
- The intended let is for a period expiring before the expiry of your lease
- The leaseholder's written permission is obtained prior to the subletting
- Any relevant clauses within your lease are advised to the tenant and included or attached to the tenancy agreement

1.3. NON-RESIDENT LANDLORD SCHEME (NRL)

1.3.1 For all Non-Resident Landlords, the Agent will deduct tax from your rental income (currently at a rate of 20%) unless an approval certificate from HM Revenue and Customs (HMRC) is received.

1.3.2 The Landlord will inform the Agent within 30 days if they move abroad.

[1] First Schedule contained within Agency Agreement

[2] Under section 3 of the Landlord & Tenant Act 1985

[3] Under the Housing and Planning Act 2016, a local housing authority must make an entry on the database where a landlord or property agent has received a Banning Order.

[4] A Banning Order is an order by the First Tier Tribunal that bans a landlord from letting housing in England, engaging in English letting agency work or engaging in English property management work.

1.4. MONEY LAUNDERING

1.4.1 To comply with the Money Laundering Regulations 2007, we will complete an ID check and will require proof of your current address.

1.5 LANDLORD INSURANCE OBLIGATIONS

1.5.1 The Landlord will ensure the Premises are insured.

1.5.2 The Agent will advise the tenants of insurance for their own personal belongings.

1.6 SOLE LETTING RIGHTS

1.6.1 The Landlord appoints the Agent as sole agent for the marketing, letting and/ or aspects of the management of the Property depending on which Service Level is agreed.

1.6.2 If the Landlord lets the Property during the appointment of the Agent under this Agreement the Landlord will still be liable to pay commission to the Agent.

2. RANGE OF SERVICES

2.1. LETTING ONLY SERVICE

2.1.1 The Landlord agrees to pay the Letting Only Service Fee in full at the commencement of the tenancy.

2.1.2 The Landlord will not be entitled to reimbursement of any fees paid if the Tenant leaves prior to the end of the term of the tenancy.

2.1.3 The Agent will provide the following services:

- A visit to the Property, providing guidance on applicable legislation and advising as to the likely rental income
- Advertising and marketing the Property online, as well as to our database of registered applicants.
- Erecting a 'To Let' board at the Property where possible
- Carrying out accompanied viewings with prospective tenants
- Outsourcing reference requirements to an independent third-party provider to vet prospective applicants.
- Preparing and completing a tenancy agreement for the Property
- Carrying out the initial Right to Rent checks in accordance with the Immigration Act 2014
- Taking a deposit from the Tenant and dealing with the deposit in accordance with tenancy deposit regulations.
- Advising utility companies (principally electricity, gas & water) of the transfer of service to the Tenants at the beginning of the Tenancy.

2.1.4 The Landlord remains responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances.

2.2 RENT COLLECTION AND LEGAL GUIDANCE SERVICE

2.2.1 The Agent will deduct the Rent Collection and Legal Guidance fee in addition to the Letting Charge from rents collected.

2.2.2 The Landlord agrees to pay fees due for this service where the rent is not received for any reason.

2.2.3 The Agent will provide the following services in addition to our Letting Only service:

- Organisation of an inventory with an inventory clerk subject to third-party charges which depend on the size of your Property.
- Rent collection, as per the terms of the tenancy agreement
- Provision of landlord statements following rental payments
- Arrears management, including the provision of advice on rental arrears action
- Organisation of mid-tenancy compliance checks provision and the provision of certificates to your tenants
- Payment of invoices for compliance checks undertaken during the tenancy
- Check-out appointment conducted at the end of tenancy

2.2.4 The Agent will also provide legal expenses protection, which is payable upon acceptance of the Agent's claim through our insurance providers subject to the terms and conditions of the policy being met. The Agent is the policyholder and the obligations and terms, and conditions of the policy relate to us.

2.3 TOP DOG MANAGEMENT SERVICE

2.3.1 The Agent will deduct the Top Dog Management fee in addition to the Letting Charge from rents collected.

2.3.2 The Landlord agrees to pay fees due for this service where the rent is not received for any reason.

2.3.3 The Agent will provide the following services in addition to our Letting Only and Rent Collection services:

- Organisation of a check-in appointment, typically conducted on the first day of tenancy
- Organisation of interim property visits (conducted twice per annum) and provision of a report following the visit
- Obtain estimates and quotations for general repairs and maintenance and where practical, submit to you for approval
- Arranging of general repairs and maintenance to the property up to £300.00 and will seek your permission should any repairs exceed this amount, except in an emergency, such as, but not limited to: excessive water leaks, faults in heating and hot water
- Provision of an out of hours emergency contact number for the reporting of repairs
- Payment of invoices due from the monthly rent received from your Tenant(s)
- Submission of legal expenses claims and/ or rent protection claims, if required
- Taking instruction from the landlord at renewal, negotiations with your tenant and preparation of renewal documents where required
- Arrange works following the end of tenancy and negotiate deposit deductions your Tenant(s) where required

2.3.4 The Agent will also provide legal expenses protection, and rent protection which is payable upon acceptance of the Agent's claim through our insurance providers subject to the terms and conditions of the policy being met. The Agent is the policyholder and the obligations and terms, and conditions of the policy relate to us.

3. RENEWALS

3.1.1 Where, with the consent of the Landlord, the tenancy is renewed or extended to the same tenant, the terms of this Agreement shall continue until the Tenant leaves, or this Agreement is terminated.

3.1.1 The Agent will deduct the Tenancy Renewal Fee from rents collected for Landlords on our Rent Collection and Legal Guidance Service, or our Rent Collection and Property Management Service. There is no renewal fee to pay for landlords on our Top Dog Management Service.

4. RIGHT TO RENT CHECKS AND REFERENCING

4.1 RIGHT TO RENT CHECKS

4.1.1 The Agent will carry out any checks required under the Immigration Act on the proposed Tenants and any permitted occupiers at the start of or prior to the commencement of the Tenancy.

4.1.2 Agent's responsibilities for Right to Rent checks will only extend to the duration of this Agreement and at the termination of this Agreement the Agent will transfer the status evidence to the Landlord and the responsibility for maintaining immigration status checks will return to the Landlord.

4.2 REFERENCING

4.2.1 The Agent will undertake tenant referencing through a third-party referencing supplier.

4.2.2 The Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect.

5. REGULATIONS

5.1 THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

5.1.1 The Landlord will provide a copy of a valid Gas Safety check to the Agent, or instruct the Agent to organise for a check to be completed ahead of marketing the property.

5.1.2 Where there is no gas to the property, the Landlord will confirm this to the Agent in writing.

5.2 THE ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND) REGULATIONS 2020

5.2.1 The Landlord will provide a copy of a valid Electrical Installation Condition Report to The Agent, or instruct the Agent to organise for a check to be completed ahead of marketing the property.

5.3 THE SMOKE AND CARBON MONOXIDE ALARM (AMENDMENT) REGULATIONS 2022

5.3.1 The Landlord will ensure that there are working smoke alarms and Carbon Monoxide alarms where required at their property or will instruct the Agent to organise for this to be completed ahead of marketing the property.

5.4 THE FURNITURE AND FURNISHINGS (FIRE SAFETY AMENDMENT) REGULATIONS 1993

5.4.1 The Landlord will ensure any furniture and furnishings left at the property are fire resistant and have compliance labels where required or will instruct the Agent to organise for this to be completed ahead of marketing the property.

5.6 LEGIONELLA

5.6.1 The Landlord will ensure a Legionella risk assessment has been completed at the Property by a competent person or instruct the Agent to organise for a check to be completed ahead of marketing the property.

6. GENERAL INFORMATION

6.1 RENT

6.1.1 The Agent will advertise the property at a rent agreed with the Landlord, exclusive of any utilities, unless otherwise agreed.

6.2 COMMISSIONS AND REFERRAL FEES

6.2.1 The Agent will retain any commission earned by us while acting on your behalf.

6.2.2 The Agent will retain any interest accrued on monies held by us on your behalf.

6.3 CLIENT ACCOUNT

6.3.1 Please note that all income and expenditure received and made by us on your behalf will pass through the client account belonging to "The TM Hub" (The Client Account Service Provider).

6.4 CLIENT MONEY PROTECTION

6.4.1 The Agent will hold all client money in a ring-fenced client account.

6.5 AGENT REMUNERATION

6.5.1 The Landlord agrees to pay the management or service fee at the applicable percentage above for the service level they have selected. This fee applies once a Tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement.

6.5.2 The Landlord agrees to repay the Agent for any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties and within the scope of the authority given by this agency agreement.

6.5.3 Where this agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see Clause 15.6).

6.5.4 The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the scope of the Agent's general authority, will be charged at the hourly rate specified above of £60 inc VAT (£50 ex VAT).

6.6 LEGAL PROTECTION, RENT & LEGAL PROTECTION, AND PROPERTY DAMAGES PROTECTION

6.6.1 For Top Dog tenancies, Rent Protection & Legal Protection will be arranged for you with our provider unless you state otherwise. For Rent Collection tenancies, Legal Protection will be arranged for you with our provider unless you state otherwise. If you wish to opt out please notify us in writing.

6.6.2 Property Damage Protection can be provided at an additional cost, which includes to up £10,000 of protection against theft or damage caused by your tenants subject to claims made prior to vacant possession exceeding £100. All tenants must have passed referencing checks. If they will be renting with the help of a guarantor, any guarantors will also need to have passed our referencing checks.

7. UTILITIES

7.1 METER READINGS

7.1 The Agent will use reasonable endeavours to take meter readings at each change of occupation in the property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation.

8. INVENTORY

8.1 The Agent will arrange for an Inventory to be prepared for the Property and a charge will be made for this, the cost of which will depend on the size of the Inventory and the Property.

8.2 The Landlord will not leave any articles of substantial value in the Property without prior arrangement with the Agent.

9. TENANCY AGREEMENT

9.1.1 The Agent will prepare a tenancy agreement on the Agent's standard form(s).

9.1.2 The Agent will sign the tenancy agreement(s) on behalf of the Landlord.

10. NOTICES

10.1.1 The Agent will, if instructed, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy.

10.1.2 The Agent will charge fees for this service as set out in our Landlord Fees Schedule.

11. TENANCY DEPOSITS

11.1.1 The Landlord agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit.

11.1.2 The Agent will request a tenancy deposit from the Tenant upon signing the tenancy agreement.

11.1.3 The Agent will protect the tenancy deposit within one of three statutory tenancy deposit schemes within 30 days of receipt.

11.1.4 The Agent will provide the Prescribed Information to the Tenant and any other Relevant Person.

11.1.5 The Agent will liaise with the Landlord at the end of tenancy to ascertain what, if any, deductions will be made from the tenancy deposit.

11.1.6 The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord, under the Top Dog Service only.

12. PROPERTY INSPECTIONS AND END OF TENANCY

12.1 PROPERTY INSPECTIONS

12.1.1 The Agent will organise property inspections in line with the Landlord's management service level.

12.1.2 The Agent will provide a copy of the inspection report to the Landlord.

12.2 END OF TENANCY INSPECTION

12.2.2 The Agent will organise an end of tenancy inspection/ check-out in line with the Landlord's management level.

13. GDPR AND DATA PROTECTION

13.1.1 The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation.

13.1.2 The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy.

13.1.3 The Agent will keep copies of all financial information for seven years.

13.1.4 The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation.

14. TM Hub

14.1.1 The property management and client accounting functions will be carried out on behalf of Blenkin & Co Lettings under contract to The TM Hub. The TM Hub (Concentric Franchise Ltd) are a fully bonded and licensed member of ARLA and carry full professional indemnity insurance and client money protection and act as our client account service provider.

14.1.2 "We" "Our" "Us" means The Agent, except when referring to the handling of client money, rent or deposit monies this means "The TM Hub" (The Client Account Service Provider)".

15. TERMINATION

15.1.1 Either party has the right to terminate this agreement in writing:

- Upon the occupier's vacation of the property
- After six months of the tenancy agreement have elapsed, provided two months' notice has been provided in writing.
- If either party breaches any of the terms contained within this agreement during the occupancy term.
- If either party breaches any of the terms contained within the tenancy agreement during the occupancy term.
- If either party carries out, or suggests that the other should carry out, any form of unlawful discrimination.

15.1.2 Notice can also be provided by email, sent to lettings@blenkinandco.com

THE FIRST SCHEDULE (attach a separate sheet if necessary)

(Property to be let)

 (Property to be let)

 (Property to be let)

 (Property to be let)

I wish the Agent to undertake the following service:

	Service	Letting Charge	Management Charge		
<input type="checkbox"/>	Top Dog Management	£400 ex VAT £480 inc VAT	Rent up to £1500pcm Rent over £1500pcm	15% ex VAT 14% ex VAT	18% inc VAT 16.8% inc VAT
<input type="checkbox"/>	Rent Collection and Legal Guidance	£400 ex VAT £480 inc VAT	Rent up to £1500pcm Rent over £1500pcm	9% ex VAT 8% inc VAT	10.8% inc VAT 9.6% inc VAT
<input type="checkbox"/>	Letting Only Service	Fee equivalent to 50% of the first months rent +VAT. Minimum charge £1000+VAT £_____ ex VAT	Minimum £1200 inc VAT £_____ inc VAT		

I/ we agree that my personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share any personal information with third party organisations for marketing purposes).

I/we confirm that we are the sole/joint owners of the Property/ Properties listed on the First Schedule.

I/ we consent to the Agent carrying out work immediately following the date of this Agreement, and I/ we waive our rights to a 'cooling off' period. I/ we understand that by doing so, I/ we will be responsible for any reasonable costs incurred by the Agent in carrying out their duties during the 14 day 'cooling off' period.

Signed:		Date:	
Full Name:			
Signed:		Date:	
Full Name:			
IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN			
Signed:		Date:	
On behalf of Blenkin & Co Lettings			

Notice Of Rights To Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The right to cancel only applies if the Landlord enters into an agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

Information for Landlords:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered into.

To exercise the right to cancel, you must inform the Agent at [Insert address, tel, fax and email] of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.

----- cut here -----

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

Cancellation Notice to be Included in Notice of the Right to Cancel

To: _____ [Insert Agent's name, address, fax number and email address]

I/We* hereby give notice that I/we* wish to cancel my/our* contract

[Agent to insert reference number, property address or other details to enable the contract to be identified. He may also insert the name and address of the consumer.]

Signed

Name and Address

Date

* delete as appropriate