

## Terms & Conditions

### **Privacy Policy**

Your Home Plans Limited (“We”) are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the Act), the data controller is Your Home Plans Limited

### **Information we may collect from you**

We may collect and process the following data about you:

Information that you provide by filling in the first contact form on our site [www.yourhomeplans.co.uk](http://www.yourhomeplans.co.uk) (our site) or that you submit in any order form or in any other documents or materials relating to services requested by you. We may also ask you for information when you report a problem with our site.

If you contact us, we may keep a record of that correspondence.  
Details of your visits to our site and the resources that you access.

### **IP addresses and cookies**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users’ browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer’s hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

### **Where we store your personal data**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Uses made of the information**

We use information held about you in the following ways:

To ensure that content from our site is presented in the most effective manner for you and for your computer.

To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

To carry out our obligations arising from any contracts entered into between you and us and any third parties, or to enable third parties to carry out their obligations arising from any contracts between you and them.

To notify you about changes to our service.

### **Disclosure of your information**

[We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.]

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Your Home Plans Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions of supply ([www.yourhomeplans.co.uk](http://www.yourhomeplans.co.uk)) and other agreements; or to protect the rights, property, or safety of Your Home Plans Limited, our customers, or others.
- This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

### **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### **Indemnity**

You agree to indemnify and hold us, Your Home Plans Ltd, agents and employees harmless from any claims, action, demand, liability or costs due to or arising out of information you provide to us, including without limitation, any liability of us, Your Home Plans Ltd, agents and employees to any person in respect of any claim of infringement of copyright or other intellectual property right, defamation, libel or breach of confidence.

## Important Notice to Applicants

The Council is required to publish your applications on its website and make available for public viewing and consultation and elsewhere. This includes your application form, your proposed scheme and any supporting information you or we provide if we are acting for you as agents. On occasions we submit site photographs or supporting statements with your planning application.

Your application form will contain your name and address and will also include your telephone number(s) and e-mail address. Please only provide information belonging to you that you are happy to be made available to others for public viewing in this way.

Party Wall Act, Site Boundaries & Site survey

Our survey is not a conditions survey where we report on any structural defects to your property or geological issues that may affect your proposal. If this type of survey is required then we would recommend that you contact a Chartered Surveyor, Structural Engineer, Arboricultural or Geological investigation surveyor.

Our survey will include the following items only: Dimensioned survey of the existing building and elevations, as applicable to your development. Assumed site boundaries and assumed drain runs will also be detailed but are always assumed. The onus is on the applicant to confirm any discrepancies prior to Planning and Building Control application stages. No underground geological or drainage surveys or invert level measurements will be carried out on site and are not included in our quoted fees.

Prior to any site construction works your attention is brought to the Party Wall Etc. Act 1996 and any subsequent amendments. You must obtain prior written consent of the owner/s and occupier/s of any land upon which it is necessary for you to enter in order to construct, externally finish, decorate or in any other way carry out works in connection with this development including future repairs/maintenance or to obtain support from adjoining structures. Planning permission and Building Control approvals can be granted but you must obtain party wall act consent for you to carry out the works as detailed in the approvals.

The Party Wall Act covers:

- a] work on an existing wall or structure shared with another property
- b] building a free standing wall or a wall or a wall of a building up to or astride the boundary with a neighbouring property
- c] excavating near a neighbouring building

It is important to note that the Party Wall Act requires at least one months' notice [ in some cases two months] of 'planned start of work' to be given to the neighbour/s. The minimum time period should be sufficient to enable a written agreement to be made regarding boundary ownership, positions access etc. If your neighbour/s do not grant you written approval then your proposal may have to be revised to the satisfaction of these parties.

We strongly advise you to discuss the proposal with your neighbours prior to submission of Local Authority applications to avoid disputes before, during or after construction. As this Act has legal implications, if you do have any doubt as to your obligations under this Act then please consult your legal advisor or a Party Wall Surveyor.

1. A planning approved scheme can detail encroachment on or over land that is not under your ownership. Typically this may be rainwater goods, foundation, drain, wall or roof structures. Planning permission does not grant access rights, or give any right of ownership over adjoining property/land. It is the applicant's responsibility to establish the ownership and legal position of the boundary before carrying out the work shown on the scheme drawings. Where it is necessary to gain access to adjoining land/property, to carry out Building operations, or to allow inspections or work, it is recommended that written permission is obtained from the owner of the land/property.
2. Boundaries: Any encroaching building work on or over your boundary is to be with the adjoining owner/s written consent. Boundary walls, where demolished must be replaced in their historic position unless other legal agreements are made in their relocation.

We reserve the right to assume site boundaries.

Your legal site boundaries/ownership as detailed in your property deeds take precedent over any boundaries that are detailed on the Local authority applications. No liability will be accepted in relation to clarifying your legal site boundaries. If you do have any doubt as to the extent of your legal site ownership then please consult your legal advisor.

1. During the site survey assumptions may have to be made in relation to your site boundaries and the structural fabric of the building. This is mainly due to fitted carpets and inaccessible areas such as ceiling voids, floor voids, outbuildings, trees or shrubs, dangerous structures, undefined boundaries or trespass onto neighbouring land etc.
2. If you consider that the site boundaries detailed on your scheme drawings are not in the correct position please provide a detailed dimensioned plan detailing any discrepancies prior to the submission of your Local Council Applications. This is important for clients who are intending to build near to a neighbouring boundary.
3. It is important to establish your boundary position with your neighbours prior to site construction works and to agree in writing the position if any new walls, foundations, eaves and gutters on/over or near the shared boundary. If after site works commence and the site is cleared to make way for the new buildings and boundaries conflict with the approved building positions then you may have to revert to the planning department to revise the scheme to accommodate the boundary positions.
4. This would normally be by way of a Non Material Amendment Planning Application to an approved scheme or a new planning application if the proposed revision is considered to be a material change to the approved scheme. Please ensure you and your building contractor have read the conditions of all the planning and building regulation decision notices.

### **Scheme drawings, Cross sections & Building Specifications**

Our cross section foundation detail is a standard detail that will apply to most extension foundations. However in some cases these foundation details will have to be superseded and redesigned as construction work progresses. There may be other geological issues when you are planning an extension, i.e. there may be old coal mines, contaminated or built up land, sewers, wells, supply pipes etc. or the sub soil conditions may be different to that anticipated, all of these issues will have an impact on your extension foundation. The Building Control Site Inspection Officer would normally approve the foundation trench prior to construction infill.

To reduce the risk of delays and additional 'unforeseen' costs we would suggest that trial holes are dug and investigation works are carried out prior to site construction works. Your contractor can then establish what ground conditions exist on site and can include this when quoting for the works. You should hold a contingency budget allowance for unforeseen geological issues as site work progresses.

Building Control, neighbours who have built extensions in the vicinity, or your conveyancing solicitor may hold historic information on any geological ground conditions that may affect your proposal.

In some cases, particularly with new builds Building Control may ask for a previous history of the site to determine risk of contamination or a laboratory soil report to identify and contaminants. Details can be requested to remove contaminants if identified by the site investigation report. If further geological reports are required then you will need to contact specialist geological contractors who will be able to provide this information for you.

Your legal advisor should have informed you if the site is contaminated or if there are any other development restrictions when you first purchased the property.

Any consultant's fees or specialist reports are not included in Your Home Plans Ltd quoted fees.

1. The specification document and scheme drawings are intended to be used for Building Regulation and Planning approvals only. We accept no liability in relation to disputes/delays/ arising from site construction works.
2. Whilst we take all reasonable steps to ensure that the information contained within the issued documents is accurate and up to date, no liability can be accepted for any errors or omissions.
3. On depositing of the local authority application/s the applicant is deemed to have viewed and approved the scheme drawings and specifications.
4. All scheme drawings and specifications are protected by Copyright and may not be reproduced in whole or part without our written consent.

5. At all times the specification document is to be read in conjunction with the scheme drawings.
6. No dimensions are to be scaled from the scheme drawings.
7. Scheme drawings/specifications and structural calculations are subject to revision during the application process and occasionally during site construction works. If any of these are issued to the client/contractor prior to approval stages then they are to be used for guidance for tendering purposes only.

### **Site works & Underground services**

1. The building contractor and applicant is to check all dimensions, angles and levels on site prior to commencement of work. In the event of any discrepancies in this scheme no liability will be accepted once work has commenced. Any discrepancies are to be reported in writing with details, drawings and dimensions where appropriate. Local Authorities or other interested parties may have to be updated as a result of any discrepancies and work must not progress until all parties have approved revised plans/construction details.
2. Our building specification relates to a building regulation application and a contractors reference for quoting only. Your contractor will be responsible for confirming exact material specifications and measurements on site. If materials of a different specification, to the approved specifications, are used, then the onus is on the contractor to gain the approval to the suitability of these materials with the building control officer. If site demolition/construction works reveal different elements of structure than those detailed in the approved plans then work must not progress until the Local Authority has approved revised methods of construction or revised plans/details.
3. Any work over, or near any public sewer to be to the approval of your Local Utility Company drainage engineers department and the Building Inspector. If underground services are revealed during excavation then construction methods/details may have to be revised to the satisfaction of Local Utility Company drainage engineers department and your Planning or Building Inspector. It is the applicant's responsibility to accurately establish both the line and level of any underground services that are near the proposed extension foundations. Utility companies do charge an application fee for extensions that are to be built over or near public sewers.
4. No desktop studies or surveys will be carried out with regard to any underground services running through your site or any adjoining site. The client is responsible for confirming, wherever possible, the location of any underground services. Any existing or proposed underground services, as indicated on the scheme drawings i.e. drain/cable /sewer or rainwater pipe runs etc., will be assumed. Contractor/Applicant to allow contingency for unforeseen drainage work arising when site excavation work commences.
5. No desktop studies or surveys will be carried out with regard to the site soil/ground conditions. Contractor/Applicant to allow contingency for unforeseen foundation work arising when site excavation work commences.
6. We accept no liability for the condition of any existing structures that may affect your proposal.

### **Planning & Building Control, Completion certificate, Site Inspections & Decision Notice Conditions**

1. The building completion certificate: This certificate should be issued by Building Control on satisfactory completion of all the site works. We would advise you, the applicant, to obtain this completion certificate prior to release of final payment to your building contractor. The onus is on the applicant/Contractor/Building Control to oversee site construction works and that the relevant site inspections are carried out and that any remedial work is carried out, as applicable, to the satisfaction of the Building inspector. This certificate may not be issued if the Building inspector is not satisfied with site works during inspection.
2. Planning and Building Regulation approvals may have attached conditions. The onus is on the Contractor/Applicant to ensure that all conditions are complied with as detailed in the approval documents and approved plans, structural design and specifications. If these conditions are not complied with then the Local Authority may take enforcement action, which may jeopardise the future sale of your property. Often plans and specifications are revised during the Local Authority application stages. Any discrepancies between the planning approved scheme and the building regulation approved scheme are to be reported to us prior to any site works.
3. Building regulation approved plans-where plans are passed, if the building work is not started and proper notice given to Building Control within an expiry date of depositing the application, a further

notice will be issued under Section 32, Building Act 1984 stating that the deposit of the plans is of no effect. A new application and fee may be requested.

4. The applicant or contractor must, by law give formal notice [contact your Local Authority for notices] to Building Control prior to the commencement of site works.
5. All works to approval of Building Control Inspectors and Planning officers.
6. All work to comply with the current Building Regulations and subsequent amendments whether detailed in these scheme drawings and specifications or not.
7. We do not guarantee a planning approval, the planning decision will be based on numerous factors, i.e. residential design guidelines, neighbours objections, loss of light and privacy issues etc.
8. If for whatever reason planning is rejected then you have the option after the decision is issued to submit a planning appeal and a planning inspector will then make a final decision.
9. We do not guarantee a building regulation approval as in certain circumstances, for example, underground services, public sewers, existing ground conditions cannot show compliance with the building regulations and as such a building regulation application will be rejected.
10. Additional applications and scheme revisions will be quoted for under a separate quotation.

### **Structural Design Calculations & SAP Energy Calculations**

1. Structural engineer's calculations are frequently required. The structural calculations are included in our standard Building Regulation Plans package, but the price given before the Design Plans are started may need to change if the original design changes and causes further calculations to be undertaken than we were initially given to believe, but you will updated with the costs before commencement of the Building Regulation Plans. This package is not a fixed fee service because if the design has to change due to unforeseen changes this may affect the structural calculations which in turn will incur further charges.
2. SAP Energy heat loss calculations may be required if excessive glazing is incorporated in the design. If heat loss from the building cannot be justified then a reduction in glazing area will have to be considered and the Local Authority will have to be updated with the revised design. As they are not always requested, these costs are not included within our standard fees.
3. All structural engineers' calculations supersede any notes and dimension shown in the issued plans and specifications, unless stated otherwise, any conflicts to be reported before work commences.
4. All existing walls that are intended to accept additional loadings from the new works including their foundations should be inspected in consultation with the Building Control Inspector on site to verify their load bearing capacity and structural condition. It may be necessary to partially or completely rebuild walls and or underpin foundations.
5. Existing lintels or foundations taking new increased loading to be exposed and assessed for suitability to carry new loads, to satisfaction of Building Control inspector.

### **Permitted development & Certificate of Lawfulness applications.**

This application is made to the Local Planning Authority to assess if your proposal is exempt from planning permission, the Local Planning Authority issue a Certificate if they consider the proposal to be exempt.

If for any reason planning permission is required then a planning application would then have to be submitted.

If a Certificate is issued and you decide to build under your Permitted Development Rights then it is the Contractor /Applicants responsibility to ensure that the development is carried out within the allowances as detailed in the Town and Country Planning [General Permitted Development] Order 2008 and any subsequent amendments. In certain scenarios and for the applicants benefit we sometimes need to separate the scheme drawings into 3 separate applications, i.e. A Householder Development Application, a Permitted Development Application and a Building Regulation Application.

Please ensure that your property has not had its Permitted Development Rights removed under an Article 4 direction, affected by a planning condition, you are in a conservation area, AONB or a restrictive covenant or similar.

## Payment & Fees

1. Our plans package includes a dimensional survey. Each further Site visit at the request of either the Applicant, the Contractor or the Local Authority after the plans have been deposited [or after the dimensional survey site visit and design consultation] are chargeable to the client. These fees are based on a £45.00 per visit, e.g. surveys as deemed necessary by the Building Inspector / drainage surveys / highway crossings / Local water board reports / etc. or a client who would prefer to discuss the proposed scheme drawings on site.
2. If after the site survey and design consultation additional elements are added to your initial brief that we have previously sent you a quotation for, we reserve the right to increase the quotation on a pro rata basis. This will be explained to you in writing if this becomes the case. Example, you are issued a quotation for a single storey extension and onsite your brief changes to include a loft conversion.
3. At each stage our fees are required in advance, e.g. you will be invoice prior to the commencement of the Design Plans and then again prior to the commencement of the Building Regulation Plans.
4. If a planning application is refused or the application is withdrawn and to be redesigned for a new application, plans are chargeable to the client, and will be based on CAD operator's time on a half hour basis charged at £40.00 per half hour.
5. We require at least 2 clear working days to update the Planning Department with a revised scheme. We cannot be liable for deadlines imposed by the Planning Department for receipt of revised schemes that are for less than 2 clear working days, although every effort will be made to accommodate deadlines.
6. Fees for Design Plans are fixed and based of Design Brief for up to a period of 6 months Inspection Period. Minor amendments requested outside the client inspection period may be subject to a fee at our discretion.
7. Major design alterations or design alterations that did not form part of the original specification or quotation or on site design notes, as deemed by us, requested by the client at any stage are chargeable to the client on the above basis.
8. Scheme drawings can be made available on disc. We charge standard fee of £180.00 for the issue and copyright use of these drawings. These drawings must only be used for reference purposes only. If you, your contractors or subcontractors i.e. structural engineers, use or revise the scheme drawings then no liability will be accepted for any inaccuracy as detailed in the scheme or any revised scheme.
9. Local service board enquiries are occasionally requested by Building control. These detail public service pipes that may affect your proposal.
10. Planning and Building Control application fees will be due when you instruct us to deposit the application/s.
11. All works to comply with relevant codes of practice and British Standards and to be fitted to the manufacturer's instructions.
12. Contractor/Applicant to comply in all respects with the current Building Regulations and related Building / British Standards and Codes of Practice, whether detailed in this scheme or not.
13. Additional records. Which may be required by the local authority and are chargeable to the Applicant. You will be provided with a quotation if this is required. I.e. where further investigative reports are required such as a report to be prepared by an Arborist.
14. Copy fees. Additional scheme drawings and specifications, photographs, etc. are chargeable to the Applicant at £7.50 per set.
15. If the client contracts their own independent specialist consultants, i.e. Structural engineers, Party Wall Surveyors etc. then we, the Company, may charge an involvement fee for liaising with the client, the clients consultants and the Local Authority for the following: drawing revisions, administration and additional Local Authority applications or updates that may be required, in an effort to resolve any issues. For example, plans may need revision arising from a request after applications have been deposited or decisions have been issued by the Local Authority or Building Control request clarification of insufficient information or detailing in a structural engineers package

supplied by the clients structural engineer. Our companies fees charged will be based on £100.00 per hour or part thereof in logged time.

16. Please ensure that there are no legal restrictions that may affect your proposal / application, e.g. restrictive deeds i.e. [If you pay a rent charge or similar you may have to seek the charge owners consent to develop your property.] / Leases /Article 4 directions / covenants, mining works etc. as once we are instructed either verbally or otherwise our fee is non-refundable.
17. Please ensure you are aware of all potential costs [as applicable] involved with your proposal i.e. All Local Authority fees including site inspection fees, easement charges, new site access fees, legal fees and any other professional fees that may arise during the application process. We will advise you of the likely costs after our Design Consultation.

### **Our agency terms**

1. Our service, obligations and responsibilities to you as agents is completed once the Local Council has reached its decision stages, if an application is withdrawn, or after six months from when your plans are first issued, whichever comes sooner.
2. We reserve the right to withdraw our agency services or submit a further quotation for agency extension after twelve months have lapsed since the first plan issue.
3. We reserve the right to withdraw our services as agents to the client at any time, if we deem that the applicant / client has acted unreasonably.
4. We strictly do not act as agents for applicants who follow the Building Notice procedure or who start site construction work prior to the approval stages.

### **Other advices**

1. We advise you to contact your Buildings Insurance Company and inform them of your intended construction works and obtain their written approval to the works prior to commencement. Also ensure that you have adequate cover in place to your requirements e.g. if structures subside due to inadequate foundations or ground conditions or if the contractor causes any structural damage or otherwise on site.
2. We advise you to ensure your contractors have adequate insurance cover in place to cover all eventualities during and after site construction works.
3. We would also advise you not to schedule a start date for contractors until you are in receipt of all the relevant Local Council and other approvals, as applicable, i.e. planning approval, building regulation approval and Local Water Company approval, as applicable.
4. Often there are delays in obtaining these approvals, i.e. planning resubmissions or planning appeals due to rejections, this can lead to unexpected 3-6 month delays of an anticipated start date. We cannot be liable for any delays and cancellation of contractors etc. due to delays in obtaining all the necessary documentation.
5. Drawings and specifications not to be used by a third party for the manufacture or provision of elements and materials such as: staircases, doors, windows, trusses, kitchens, etc. Contractors involved with such, should carryout independent site surveys and enquiries prior to manufacture or supply and any discrepancy to be reported.
6. If you are in any doubt as to the validity of information made available within these pages, or if you wish to rely on this information, then it may be in your best interests to seek verification by contacting us or seek further assistance from your solicitor.

### **Copyright Licence**

1. The Company shall own the copyright in the drawings and documents produced in performing the Services and generally asserts the Company's moral rights to be identified as the author of such work.
- 2.. Providing that all fees and/or other amounts properly due are paid, the Client shall have a licence to copy and use and allow Other Persons providing services to the Project to copy and use hardcopies (excluding AutoCAD format files) of the drawings and documents only for purposes related to construction of the Project or its subsequent use or sale but may not be used for reproduction of the design for any part of any extension of the Project or any other project. The



Company shall not be liable for any of the drawings and documents other than for the purpose for which they were prepared.

3. No part of any design by the Company may be registered by the Client without the written consent of the Company.

### **Liability and Insurance**

1. No action or proceedings arising from the failure of the Company to keep to this Agreement shall be commenced after the expiry of six years from the date of the last Services performed under this Agreement or, if earlier, practical completion of construction of the Project or such earlier date as prescribed by law.

2. In any such action or proceedings;

2.1 the Company's liability for loss or damage shall not exceed the amount of the Company's professional indemnity insurance specified in the Letter of Appointment providing the Company has notified the insurers of the relevant claim or claims as required by the terms of such insurance.

- 2.2 No employee of the Company or any agent of the Company shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

3. The Company shall maintain until at least the expiry of the period specified in condition 7.1 professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in the Letter of Appointment, provided such insurance continues to be offered on commercially reasonable terms to the Company at the time when the insurance is taken out or renewed.

The Company, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and/or is being maintained.

4. Nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it, other than lawful assignees.

### **Suspension or Termination**

1. The Client may suspend or end performance of the Services and other obligations by giving at least 7 days' notice and stating the reason for doing so.

The Company may suspend or end performance of the Services and other obligations by giving at least 7 days' notice and stating the reason for doing so. Such reasons include, but are not limited to, the Client's failure to pay any fees or other amounts due by date when payment is due.

If the reason for a notice of suspension arises from a default;

1.1. which is remedied, the Company shall resume performance of the Services and other obligations within a reasonable period; or

1.2. which is not remedied by the defaulting party, the Agreement will end by giving at least 7 days' further written notice.

2. Where Services are suspended by the Client and not resumed within 3 months, the Company has the right to treat performance of the Services affected as ended on giving at least 7 days' further written notice to the Client.

## **Dispute Resolution**

1. In the event of any dispute or difference arising under the Agreement, the parties may;
  - 1.1 attempt to settle the matter by negotiation or mediation; or
  - 1.2 start court proceedings to settle the dispute at any time

## **Consumer's Right to Cancel**

1. The consumer Client has the right to cancel this Agreement for any reason by delivering or sending (including by electronic mail) a cancellation notice to the Company at any time within the period of 14 days starting from the date when this Agreement was made.
2. The notice of cancellation is deemed to be served as soon as it is posted or sent to the Company or in the case of electronic communication on the day it is sent to the Company.
3. If the Company was instructed to perform any services before the Agreement was made or before the end of the 14 day period and the instruction or instructions were confirmed in writing, the Company shall be entitled to any fees and expenses properly due before the Company receives the notice of cancellation.
4. The notice of cancellation is to be addressed to the Company and state;

The Client <name> hereby gives notice that the Agreement with the Company <insert name> and signed [on our behalf] by <name of person(s) who [will sign] [signed]> on <date of signing> is cancelled.

Client signature(s):

<address>

<date>