Model Cancellation Clause for adaptation by Member

Notice of the right to cancel

[Date]

[Contract reference number]

Or

[Details of work to be done]

THE RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days (delete as appropriate)

a) For service contracts, 14 days, starting the day after the day on which the contract was made.

b) For sales contracts, 14 days, starting the day after the day on which the goods come into the physical possession of the consumer or the person that they ask you to deliver the goods to.

c) For sales contracts where goods are provided in more than one separate delivery or where separate lots or pieces are delivered separately, 14 days, starting the day after the day on which the last of the goods come into the physical possession of the consumer or the person that they ask you to deliver the goods to.

d) For sales contracts for the regular delivery of goods during a defined period of time, 14 days, starting the day after the day on which the last of the goods come into the physical possession of the consumer or the person that they ask you to deliver the goods to.

You must inform us in writing to the following address if you wish to cancel.

[Members to insert their name, geographical address, telephone number, fax number and email address]

You may use the model cancellation form below if you wish but you do not have to.

In order for your cancellation notice to be effective, you must send notice of cancellation before the 14 days have expired.

EFFECTS OF CANCELLATION

You will receive a refund of all payments including the basic costs of any delivery charges.

Unless you agree otherwise the refund will be by the same payment method. No fees.

We may make a deduction if the goods have lost value because you handled them more than was necessary to establish their nature, characteristics and functioning.

Your refund will be made not later than 14 days after your cancellation.

However, if goods were supplied you will have to arrange their return to us at the above address not later than 14 days after your cancellation notice. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods back. The refund will then be made not later than 14 days after their return or evidence of their return, whichever is the earliest.

You will have to bear the direct cost of returning the goods.

*Notes: We will not start work under a service contract until after the cancellation period has come to an end, unless you tell us to ‘start work now’. If you tell us to ‘start work now’ you still have a right to cancel the contract within the 14 day period, but we will charge you for any work which we do before we receive your cancellation notice.*

*We will treat notice of cancellation as being served as soon as it is sent to us or the date on which it is sent to us electronically.*

*The right to cancel does not apply to any goods supplied that were made to your specification or which have been personalised or adapted for you in any way.*

MODEL CANCELLATION FORM

To: (Name, Address, Fax Number and email address of Business)

I/We hereby give notice that I/we cancel my/our contract of sale of the following goods/supply of the following service ordered/received on (date)

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…………………………………………………………………………………………………………………………

Consumer(s) Name ……………………………………………………………………………………………

Consumer (s) Address………………………………………………………………………………………..

Consumer (s) Signature……………………………………………………………………………………...

Date…………………………………………..