FLOOR FITT TIONS (B2C)

BACKGROUND:

These Terms and Conditions are ich apply to the provision of floor fitting services by <<Insert Compa > ("the Trader") to customers who require floor fitting services to be . Please read them carefully and ensure that you understand and a any questions, please contact us.

These Terms and Conditions app ner is a "consumer" as defined by the Consumer Rights Act 2015.

1. **Definitions and Interpreta**

1.1 In these Terms an e context otherwise requires, the following expressio anings:

"Agreed Times"	You and We agree for Us to have to carry out and complete the as specified in the Agreement**]**;
"Agreement"	which You and We will enter if on. The Agreement will ject to, these Terms and ard form of Agreement is attached
"Business"	ade, craft, or profession carried person or organisation;
"Consumer"	s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who ervices for their personal use and mainly outside the purposes of
"Deposit"	may be required to pay in e 5;
"Final Fee"	ums You must pay, which will be ssued in accordance with Clause
"Floor Fitting Services"	services We will provide as ent;
"Model Cancellation Form"	ellation form attached as
"Order"	est for Us to provide the Floor out in Clause 4;
"Products"	quired for the provision of the which We will supply (if any) as ent;

SAMPLE

"Property"	Your home, as detailed in the Order and the ent, at which the Floor Fitting Services are to ce including the site/s where work is to be carried
"Quotation	he quotation We give to You in accordance with detailing the services We will provide to You fees We will charge;
"Quoted F	he fee set out in the Quotation which may according to the actual work undertaken as set ause 6;
"Start Date	he date You and We agree on for Us to start the Floor Fitting Services as specified in the ent;
"Visit"	ny occasion, scheduled or otherwise, on which the Property to provide the Floor Fitting ;
"We/Us/Ou	he Trader and includes all employees, agents, contractors of the Trader; and
"You/Your	Consumer who is a customer of the Trader.

1.2 Any d any similar expression, includes a reference to elect ent by e-mail [or] **[**text message,**]** or other elect

1.3 Each or provision of a statute is a reference to that statu ed or re-enacted at the relevant time.

1.4 Each ns and Conditions" is a reference to these Terms and C

1.5 Each is a reference to a schedule to these Terms and Cond

1.6 The Terms and Conditions are for convenience only and c ation of these Terms and Conditions.

1.7 Word number will include the plural and vice versa.

1.8 Refe include any other gender.

1.9 Refe less the context otherwise requires, include corpo

2. **Information**

2.1 We a type, e.g. sole trader, partnership, LLP, private limite

2.2 **[**We <<insert trading name if different from company name

2.3 **[**We try of Registration>> under number <<Company Regis

SAMPLE

2.4 **[**Our registered offic ce>>.**]**

2.5 **[**Our main trading a ss if different from registered office or if no registered o

2.6 **[**Our VAT number is >.**]**

2.7 **[**We are registered uthorised self-certification scheme. We will ensure tha e use are also registered in this way.**]**

2.8 **[**We are regulated b lator(s)>>.**]**

2.9 **[**We are a member ociation(s) etc.>>.**]**

2.10 **[**<<Insert further inf

3. **Communication and Con**

3.1 If You wish to conta omplaints, You may contact Us by telephone at <<inse at <<insert email address>>.

3.2 In certain circumsta Us in writing (as stated in various Clauses throughou ditions). When contacting Us in writing You may use

3.2.1 contact Us b address>>; or

3.2.2 contact Us b rt name>>, <<insert address>>.

4. **Orders**

4.1 We accept orders ices via <<insert methods e.g. telephone, internet

4.2 When placing an O in detail, the Floor fitting Services required. Details re n of the Property, the number and type of rooms in w d the type(s) of flooring required (e.g. wood-laminate .). **[**We will provide You with an order form containi red information.**] [**All such details will be set out in the

4.3 Once the Order is o Us, We will prepare a Quotation and send it to You e ss post. The Quotation will set out the required Deposi see Clauses 5 and 6).

4.4 If We decide that W rder and provide a Quotation, We will inform You of th

4.5 Before You accept make changes to the Order and may request chang nending the Quotation to show the requested changes e Quotation to incorporate any or all amendments ma

4.6 You may accept a plicable, a revised Quotation, by signing and dating g it to Us within <<insert period, e.g. 21 calendar d e issue the Quotation or, where applicable, a revise

4.7 If You wish to make rder after accepting the Quotation, please contact Us ether or not the change/s can be accommodated. W anges to the fees payable as a

SAMPLE

resul evised Quotation where We decide that We can acco that You requested. You may then accept that revis

4.8 Wher Us the accepted Quotation or, where applicable, the r ou have paid the Deposit, We will complete any blank ccordance with the accepted Quotation, attach a copy ted Quotation to the Agreement, sign and date the A o You. If You then sign and date the Agreement and r have paid the Deposit, a legally binding contract betw hat time come into effect requiring Us to provide the F for You to pay for them.

4.9 The ance of an Order or Quotation or any revised Orde r Us shall not have any legally binding effect on You Agreement is signed and dated by both You and Us a posit.

5. **Deposit**

5.1 At th uotation or not more than <<insert period e.g. 7 calen depending on the nature of the work and any Prod , You may be required to pay Us a Deposit. The Depo e.g. 25% of the Quoted Fee>>. We will not provi to sign until the Deposit is paid in full.

5.2 If Yo g Services, We may retain some or all of the Depo 13, 14 and 15.

6. **Fees and P**

6.1 The the price payable for the Floor Fitting Services and f estimate are required.

6.2 We w ssible, use only the Products (and quantities of Prod tation and the Agreement; however, if additional Prod vill adjust the Final Fee to reflect this. We will keep cessary minimum, will keep You informed at all times thout Your [written] agreement.

6.3 If the rvices that We need to procure increases during the p eptance of the Quotation and the Start Date, We will in e and of any difference in the Final Fee. If You do not w se, You may cancel the Agreement by giving Us notic a full refund of all sums paid including, where appli

6.4 The l Fee are inclusive of any VAT chargeable. If the rate es, We will adjust the amount of VAT that You must

6.5 We w Floor Fitting Services have been completed.

6.6 You thin <<insert period e.g. 30 calendar days>> of recei

6.7 We a ods of payment:

6.7.1 redit/debit card>>;

SAMPLE

6.7.2 <<insert met

6.7.3 <<insert met

6.7.4 <<insert othe >>.

6.8 If You do not pay a e, We may charge You interest on the overdue sum a centage>>% above the base rate of <<insert name o me until payment is made in full. Interest will accrue e due date until the actual date of payment, whether b

6.9 If You have prompt e an invoice in good faith, We will not charge interest ngoing.

7. **Floor Fitting Services**

7.1 We will provide the accordance with the specification set out in the accep Agreement (as may be amended by agreement betw e to time).

7.2 **[**We may provide s , or similar documents in advance of carrying out the Any such material is intended for illustrative purposes d to provide an exact specification of the Floor Fitting S specific results.**]**

7.3 We will use reasona e that the Products We use match those chosen by Y le, are consistent throughout the Property (or relevar There may be slight variations to the same Produc ferences between photographs, catalogues and othe ducts themselves, or as a result of minor technical ch pact your use of the Product in question. Product p If different Products are required due to non-availabi them without consulting with You first, in advance of e Floor Fitting Services. If You do not wish to accept , You may cancel the Agreement and receive a full including, where applicable, the Deposit.

7.4 The responsibility as the "risk") for the Products remains with Us u ered to You at which point it will pass to You. You w We have received payment in full for them.

7.5 We will ensure that any relevant standards and are in a satisfactory condi

7.6 We will ensure that es are performed with reasonable care and skill and t which is consistent with best trade practice.

7.7 We will ensure tha evant codes of practice that may apply from time to t se.

7.8 We will properly di results from Our provision of the Floor Fitting Service

7.9 We will ensure that suffer damage as a result of Our provision of the Flo ill at Our expense make good any damage that occurs e to You as soon as is reasonably possible. **[**We ma reasonable steps to protect the

SAMPLE

Prop g out the Floor Fitting Services including removal of fur om the areas where We are working. We will not be lia h occurs as a result of Your failure to follow such instru

7.10 Wher Floor Fitting Services is to last for more than one work easonably possible, leave the Property in a clean and t any disruption to Your use and enjoyment of the Prop ervices are being carried out. We will, wherever possi materials only in the areas where work is being carrie e them from the Property at the end of each work

8. **Faulty Prod**

8.1 If an in the course of Us providing the Floor Fitting Servi defect with one or more of those Products or if the P e been incorrectly described, You should inform Us us bove in Clause 3.

8.2 Withi ays after completion of the Floor Fitting Services, You ion, to a full refund, to keep the Product(s) at a reduc r replacement.

8.3 After ays, and for the first six months after completion of th We will, at Our option, repair or replace any defec air or replacement is not practicable or possible, or if s unsuccessful, You are entitled to a full refund. Alter he Product(s) at a reduced price. This right may not a at the defect has been caused deliberately or negli sult of Your failure to follow instructions given by Us o duct.

8.4 After r completion of the Floor Fitting Services, if any Prod u must prove that the Product in question was faulty d it and You took ownership of it. You may be entitl ement, or to a partial refund for up to six years depe f the Product and how long it can reasonably be expe

9. **Problems w**

9.1 If the result of the Floor Fitting Services, i.e. they have not b able care and skill, You are entitled to ask Us to repea Services, or to get a price reduction if this is not possi

9.2 We a efforts to ensure that Our provision of the Floor Fittin e. If, however, there is a problem with the Floor Fittin that You inform Us as soon as is reasonably possi able efforts to remedy problems with the Floor Fittin is reasonably possible and practical.

9.3 We w medying problems under this Clause 9 where the probl by Us **[**or where nobody is at fault**]**. If We deter as been caused by incorrect or incomplete inform ed or taken by You, We may charge You for

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remedial work.

9.4 As a Consumer, Yo ts with respect to the purchase of goods or services. ur legal rights and guidance on exercising them, it You contact your local Citizens Advice Bureau or T

9.5 If We do not perfor r Fitting Services with reasonable skill and care, You t repeat performance or, if that is not possible or don me without inconvenience to You, You have the right t

9.6 If the Floor Fitting S ed in line with information that We have provided ab ave the right to request repeat performance or, if th e within a reasonable time without inconvenience to Y ncerns information about Us that does not relate to th or Fitting Services), You have the right to a reduction i

9.7 If for any reason eat the Floor Fitting Services in accordance with Yo t charge You for doing so and We will bear any and n cases where a price reduction applies, this may b fees payable for the Floor Fitting Services and, wher e payment(s) to Us, may result in a full or partial refu ill be issued without undue delay (and in any event w starting on the date on which We agree that You are and made via the same payment method originally us equest an alternative method.

10. **Your Obligations**

10.1 If any consents, li sions are needed from any third parties such as lan or similar, You must obtain them before We begin to Services.

10.2 [You must ensure We are to work are kept clear of furniture and other r the duration of the Floor Fitting Services unless We

10.3 You will ensure th Property at the Agreed Times to provide the Floor Fi

10.4 You may either giv he Property or be present at the Agreed Times to gi ise that all keys will be kept safely and securely by Us.

10.5 If You do not pro cess to the Property or make it impossible for Us to Services by failing to comply with any other provision o not have a good reason for this, We may invoice Yo es incurred as a result.

10.6 You must ensure th ectrical outlets and a supply of hot and cold running wa

11. **Complaints and Feedbac**

11.1 We always welcom tomers and, while We always use all reasonable ende Your experience as a customer of Ours is a positive ant to hear from You if You have

SAMPLE

any c

11.2 All co accordance with Our complaints handling policy and p <<insert location(s)>>.

11.3 If Yo ut any aspect of Your dealings with Us, please conta ving ways:

11.3. d to <<insert name and/or position and/or rt address>>;**]**

11.3. d to <<insert name and/or position and/or rt email address>>;**]**

11.3. form, following the instructions included with the

11.3. nsert telephone number>> **[**and choosing option en prompted.**]]**

12. **Changing th**

12.1 If You tart Date:

12.1. nably possible, agree a revised Start Date with

12.1. gree a revised Start Date either You or We may ent (see Clause 15).

12.2 If We Start Date, You may either:

12.2. Date with Us; or

12.2. ent (see Clause 15).

13. **Cancellatio e Cooling Off Period**

13.1 Wher made "on Our premises", You have a statutory right This period begins once the contract between You a ds:

13.1. ducts supplied, at the end of 14 calendar days n the Products are delivered. If the Products are s, the 14-calendar day period begins on the day al instalment; and

13.1. Fitting Services, at the end of 14 calendar days the contract is formed.

13.2 If Yo eement within the cooling off period, You should inform ear statement (e.g. a letter sent by post, or email to th email address specified in these Terms and Cond Model Cancellation Form, but You do not have to.

13.3 To m eadline, it is sufficient for You to send Your comm he exercise of the right to cancel before the canc d.

13.4 If You ncel, You will receive a full refund of any amount paid the contract (including, but not limited to, the

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Deposit, where app

13.5 We will refund mo thod used to make the payment, unless You have e se. In any case, You will not incur any fees as a result

13.6 We will process th a result of a cancellation without undue delay and, i riod of 14 calendar days after the day on which We a ation.

13.7 If You exercise the to Products:

13.7.1 We will issu rt normal refund period>> and in any event n days after We receive the relevant Products (a delivery charges if You send the Products to

13.7.2 You must re within 14 calendar days of the day on which Yo n to cancel and return them;

13.7.3 We may ma e refund for loss in value of any Products su result of unnecessary handling by You;

13.7.4 Please also t become inseparably mixed with others cann

13.8 If the Start Date fal eriod, You must make an express request for provisi Services to begin within the 14-calendar day cooli quest forms a normal part of the ordering process.**]** st You acknowledge and agree to the following:

13.8.1 If the Floor pleted within the 14-calendar day cooling off e right to cancel once the Floor Fitting Servi

13.8.2 If You can r provision of the Floor Fitting Services ha quired to pay for the Floor Fitting Services an not be returned to Us supplied up until the poi s of Your wish to cancel;

13.8.3 The amount n proportion to the full price of the Floor Fitting al Floor Fitting Services already provided. A dy been paid for the Floor Fitting Services wi to deductions calculated on this basis;

13.8.4 We will proc insert normal refund period>> and in any event r days after You inform Us of Your wish to canc

13.9 Clause 14 applies Agreement after the 14-calendar day cooling off peri

14. Cancellation Outside of t

14.1 In addition to Your ting to the cooling off period**,** the following applies to e Agreement after the cooling off period and before t :

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14.1. oor Fitting Services after the 14 calendar day expired (or where it does not apply) and more r days>> before the Start Date, We will refund able, and any other sums paid as soon as is and in any event within 14 calendar days of

14.1. oor Fitting Services after the 14 calendar day expired (or where it does not apply) and less r days>> before the Start Date, We will retain oplicable, a sum to cover any net financial loss the cancellation. We will refund the balance of soon as is reasonably possible, and in any event s of cancellation. If Our net financial loss is more e Deposit (and/or if no Deposit has been paid), r the shortfall and You will be required to make e with Clause 6.

14.2 We n ne Agreement before the Start Date due to the unav sonnel or materials, or due to the occurrence of an ev nable control. If such cancellation is necessary, We w as is reasonably possible. We will refund the Depo ny other sums paid as soon as is reasonably poss hin 14 calendar days of termination.

15. **Termination**

15.1 You ment with immediate effect at any time by giving Us w

15.1. e Agreement in any material way and have failed n within <<insert period>> of You asking Us in

15.1. on or have an administrator or receiver appointed

15.1. en unable to agree a revised Start Date or You Agreement under Clause 12;

15.1. vide the Floor Fitting Services due to an event (see Clause 17).

15.2 We n ment with immediate effect by giving You written notic

15.2. yment on time as required under Clause 6 (this ight to charge interest on overdue sums under

15.2. e Agreement in any material way and have failed n within <<insert period>> of Us asking You in

15.2. en unable to agree a revised Start Date under

15.2. with access to the Property or otherwise make it provide the Floor Fitting Services, and We have

SAMPLE

been unable rrange the Floor Fitting Services under sub-C

15.2.5 We have be e Floor Fitting Services for more than <<inse o an event outside of Our control (see Clause

15.3 For the purposes reach of the Agreement will be considered 'materia trivial in its consequences to the terminating Party. I ot a breach is material, no regard will be had to whe any accident, mishap, mistake or misunderstanding.

15.4 If at the termination

15.4.1 You have m (including, but not limited to, the Deposit, wh loor Fitting Services We have not yet provide refunded to You as soon as is reasonably nt within 14 calendar days of the termination r, deduct from such a refund (or charge You) on for the net costs We will incur as a result reement if We terminate it under sub-Clauses ;

15.4.2 We have pr ces that You have not yet paid for, the sums du any refund due to You or, if no refund is du for those sums and You will be required to n nce with Clause 6.

16. **Effects of Termination**

16.1 If the Agreement is n:

16.1.1 Any Clauses or by their nature, relate to the period after of the Agreement will remain in full force an

16.1.2 Termination ce any right to damages or other remedy whic have in respect of any breach of the Agreeme e the date of termination.

17. **Events Outside of Our Co**

17.1 We will not be liab lay in performing Our obligations under these Terms e failure or delay results from any cause that is beyo l ("Force Majeure"). Such Force Majeure causes inc to: power failure, internet service provider failure, str industrial action by third parties, riots and other c on, flood, storms, earthquakes, subsidence, acts o r actual), acts of war (declared, undeclared, threate ns for war), epidemic, pandemic, or other natural disa r or dissimilar event that is beyond Our reasonable co

17.2 If any Force Majeur this Clause 17 occurs that is likely to adversely affect y of Our obligations under these Terms and Conditio

17.2.1 We will infor sonably possible;

SAMPLE

17.2. the Agreement will be suspended and any time nd by will be extended accordingly;

17.2. hen the event outside of Our control is over and new dates, times or availability of Floor Fitting ;

17.2. ate the Agreement (see Clause 15).

18. **Liability**

18.1 We ny foreseeable loss or damage that You may suffe ch of these Terms and Conditions or as a result of O r damage is foreseeable if it is an obvious cons r negligence or if it is contemplated by You and Us w ntered into. We will not be responsible for any loss eseeable.

18.2 We and valid insurance including public liability insur

18.3 We p ices for domestic and private purposes only. We make ntation that the Floor Fitting Services are fit for comm strial purposes of any kind. We will not be liable to Yo loss of business, interruption to business or for any l ity.

18.4 If We he Property or anything in it, We will make good that cost to You. We are not responsible for any pre-existi or to Your Property that We may discover while provi vices.

18.5 **[**Our or damage caused as a result of Our negligence or br Conditions or the Agreement by Us is limited to £<<in

18.6 We a s or damage You suffer which results from Your failur e instructions given by Us.

18.7 Nothi Conditions is intended to or will limit or exclude Our l nal injury caused by Our negligence or for fraud or fra n.

18.8 Nothi Conditions is intended to or will limit Your legal rights any consumer protection legislation. For more detai ase refer to Your local Citizens Advice Bureau or Tradi

19. **How We Us Data Protection)**

We will only as set out in Our <<insert document name, e.g. Privacy Noti sert location(s)>>.

20. **Other Impo**

20.1 We n ange these Terms and Conditions without giving You r ur reasonable endeavours to inform You as soon as is ny such changes.

SAMPLE

20.2 We may transfer (a d rights under the Agreement to a third party (this ma if We sell Our business). If this occurs, We will info ights under the Agreement will not be affected and Ou greement will be transferred to the third party who will

20.3 You may not tra bligations and rights under the Agreement without nission (such permission not to be unreasonably withh

20.4 The Agreement is b s not intended to benefit any other person or third party n person or party will be entitled to enforce any provisio

20.5 If any provision of Terms and Conditions is held by any competent auth enforceable in whole or in part the validity of the oth Agreement or these Terms and Conditions and the n in question will not be affected.

20.6 No failure or delay g any rights under the Agreement means that We or Y t, and no waiver by Us or You of a breach of any prov means that We or You will waive any subsequent bre ther provision.

21. **Regulations and Informat**

21.1 We are required by cts (Information, Cancellation and Additional Charges ensure that certain information is given or made avai mer before We make Our contract with You (i.e. befor he Quotation, and the Agreement has been signed) e ation is already apparent from the context of the trans d the information itself either in the Agreement or Quot We will make it available to You before You accep ign the Agreement. All of that information will, as ions, be part of the terms of Our contract with You as

21.2 As required by the

21.2.1 all of the info -Clause 21.1; and

21.2.2 any other in e to You about the Floor Fitting Services, or ess which you take into account when decidi tion and sign the Agreement, or when makin ut the Floor Fitting Services,

will be a part of the h You as a Consumer.

22. **Law and Jurisdiction**

22.1 These Terms and ent, and the relationship between You and Us (whet rwise) shall be governed by and construed in accord gland & Wales**]** **[**Northern Ireland**]** **[**Scotland**]**.

22.2 As a consumer, Yo nandatory provisions of the law in Your country of res Clause 22.1 above takes away or reduces Your rights those provisions.

SAMPLE

22.3 Any [illegible] ceedings or claim between You and Us relating to th[illegible] ns, the Agreement, or the relationship between You [illegible] ractual or otherwise) shall be subject to the juris[illegible] ngland, Wales, Scotland, or Northern Ireland, as deter[illegible] .

SAMPLE

THIS AGREE day of

BETWEEN:

(1) <<Name of Trader>> **[**a c <Country of Registration>> under number <<Company Regi se registered office is at**] OR [**of**]** <<insert Address>> ("the T

(2) <<Name of Customer>> of e Customer")

BACKGROUND:

(1) The Trader provides floor f er customers and has reasonable skill, knowledge, and exper

(2) The Customer wishes to e vide the services specified below ("the Floor Fitting Services"

(3) The Trader agrees to prov vices to the Customer, subject to the attached Terms and Co f this Agreement.

IT IS AGREED as follows:

1. **The Agreement**

1.1 This Agreement inc erms and Conditions.

1.2 In this Agreement, letters have the same meaning as they have in the Te

1.3 A legally binding co Us will be created when You and We sign this Agreer

1.4 We confirm and Yo have given or made available to You the following here such information is already apparent from the c :

1.4.1 The main ch Fitting Services;

1.4.2 Our identity

1.4.3 The total pri Fitting Services including taxes or, if the Price c dvance, the manner in which it will be calculate

1.4.4 The arrange formance, and the time by which (or within wh rform the Floor Fitting Services;

1.4.5 Our complai

SAMPLE

1.4.6 greement, where applicable, or if this Agreement uration or is to be extended automatically, the ing it.

1.5 As r mer Contracts (Information, Cancellation and Addit ns 2013:

1.5.1 escribed in Clause 1.4; and

1.5.2 which We give to You about the Floor Fitting which You take into account when entering into en making any other decision about the Floor part of the terms of Our contract with You as a

2. **The Floor F**

2.1 We w

2.1.1 oor Fitting Services on the Start Date of <<insert

2.1.2 oor Fitting Services by <<insert date>>;

2.1.3 ng Services during the Agreed Times of <<insert times as You and We may agree in writing;

2.1.4 ng Services at the Property located at <<insert

2.1.5 ng Services in accordance with the specification .2.

2.2 The or Fitting Services is **[**as follows: <<insert full desc rovided>>**] OR [**attached**]**.

2.3 The y are **[**as follows: <<insert full description of produ **R [**listed in the attached specification**]**.

2.4 You ting to vary the specification from time to time.

3. **Fees and Pa**

3.1 You of £<<insert sum>> for the Floor Fitting Services (subj t in the Terms and Conditions). This sum may be broke

3.1.1 of all sums payable>> [and

3.1.2) of <<insert amount>>].

3.2 <<Ins ums due (if any) as detailed in the Quotation>>.

4. **Waiver of C**

4.1 By s You request Us to commence provision of the Floor iately or otherwise within the 14-calendar day cooli wait for the 14-calendar day cooling off period refer Terms and Conditions to expire.

4.2 You exercise the right to cancel You will be liable to

SAMPLE

pay Us for the Floo ed up until the point at which You inform Us of Your ut in Clause 13 of the Terms and Conditions.

4.3 You acknowledge ight to cancel if the Floor Fitting Services are fully pe lendar day cooling off period.

SIGNED for and on behalf of the T

<<Name and Title of person signin

_____

Authorised Signature

Date: _____

SIGNED by the Customer:

<<Name of Customer>>

_____

Signature

Date: _____

SAMPLE

EDULE 2

CELLATION FORM

To: <<trader to ins graphical address and, where available, email address>>

I/We (delete as ap notice that I/we (delete as appropriate) cancel my/our (delete as a loor Fitting Services dated << >>.

Name of consumer(

Address of consum

Signature of consu

Date:

SAMPLE