

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

As an individual consumer and if our contract with you is a 'distance contract' or an 'off premises contract', you have the right to cancel this Contract within 14 days of conclusion of this Contract (the 'cancellation period'). 'Conclusion of this contract' means 14 days from the 'Contract Date', which is the date you sign the letter of engagement. This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' below for further information about your right to cancel and the conditions attached to the same.

Under the regulations we should not start any work for 14 days from the Contract Date since you can cancel without cost or reason.

If you would like us to start dealing with your Individual Voluntary Arrangement Proposal preparation or speaking to your creditors within 14 days of the Contract Date, please delete the relevant words in the letter of engagement so that it reads 'I ~~do not~~* waive my rights to cancel this instruction within 14 days (please delete after reading the leaflet if you wish work to start within 14 days)'.

If you waive this cancellation period, once we have started work on your file, you will be charged for any work done if you then cancel your instructions as stated in the letter of engagement.

This Notice is applicable to you if you are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession and this Contract between Carmichael & Co (as the trader) and you (as the consumer) is a 'distance contract' or an 'off-premises' contract.

A 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

An 'off premises contract' means a contract between a trader and a consumer which is any of these:

- (i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
- (iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

To exercise the right to cancel, you must inform us, Carmichaels Insolvency Ltd t/a 'Carmichael & Co' of your decision to cancel this contract by a clear statement by writing to us at Lowry House, 17 Marble Street, Manchester, M2 3AW, faxing us on 0845 644 3117 or emailing us at mlandsman@carmichaelsinsolvency.co.uk. You may use the back of this leaflet, but so long as it is in writing and clear you may do so however you want.

Cancellation Notice

Please turn over for information about the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Where cancellation rights apply (please see our 'Cancellation Rights' and 'Cancellation Notice' clauses of our Terms of Business), Carmichael & Co will not start work for a period of 14 days from the 'Contract Date' unless you expressly ask us to. This is because there are Regulations in force that now prevent us from doing so. If you would like our service to start within 14 days of the 'Contract Date', please delete the words on the letter of engagement so that it reads 'I ~~do not~~* waive my rights to cancel this instruction within 14 days (please delete after reading the leaflet if you wish work to start within 14 days)'.

Instructions for Cancellation

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract (the 'Contract Date' at the beginning of this Contract).

To exercise the right to cancel, you must inform us, Carmichaels Insolvency Ltd t/a 'Carmichael & Co' of your decision to cancel this contract by a clear statement by writing to us at Lowry House, 17 Marble Street, Manchester, M2 3AW, faxing us on 0845 644 3117 or emailing us at mlandsman@carmichaelsinsolvency.co.uk. You may use the back of this leaflet, but so long as it is in writing and clear you may do so however you want.

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. We would; ask you however, to call us to make sure it has been received.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and within 14 days of the day on which we are informed about your decision to cancel this Contract. We 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.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Contract, in comparison with the full coverage of the contract.

Lowry House 17, Marble Street Manchester M2 3AW		127 High Street Hythe Kent CT21 5JJ
0845 644 3114	Tel	0845 652 6999
0161 883 0480	or	01303 647 480
0845 644 3117	Fax	0845 644 3117
0845 652 4357	Out of Hours	0845 652 4357
DX 14346 MANCHESTER 1		
www.carmichaelsinsolvency.co.uk		www.carmichaelsinsolvency.tel
info@carmichaelsinsolvency.co.uk		

