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from their services. You have accepted additional cookies. You can change your cookie settings at any time. A comprehensive tenancy agreement tailored to your circumstances can be key to achieving a successful and harmonious landlord/tenant relationship.
However, even the most well-thought-out tenancy agreement may need to be amended occasion-making. In this article, we'll explain
the rules and processes surrounding amending and renewing tenancy agreements. A tenancy agreement isn't just a piece of paper; it's an important contract between landlord and tenant that outlines everyone's rights and responsibilities and ensures everyone is reading off the same page from day one. Should any disputes arise during the tenancy, a
glance at the agreement often helps to quickly settle issues whilst safeguarding the interests of both parties. Landlords should carefully draw up their tenancy agreement, ensuring it's comprehensive and tailored to their requirements. This helps provide clarity to tenants and saves the landlord time and hassle later down the line. Yes, a tenancy
agreement is a legally binding document. Once both parties have signed the agreement, they are committed to carrying out the responsibilities outlined in the agreement. There is no cooling-off period for a tenancy agreement. If a tenant changes their mind before moving in, perhaps due to a change in their circumstances, they are still liable for rent.
Get the best of our blog, exclusive tax and legal tips and other property related insights. After the tenancy agreement has commenced, the landlord may request a change. Whilst this is not ideal, and you can't just shift the goalposts on a whim, there is
some leeway for making changes to the agreement. While it is possible to make changes, the correct processes must be followed. Active tenant agree. Maybe the tenant wants to change their rent payment date, a new occupant is moving in, or the landlord is eyeing a rent
increase. If both parties agree to the amendment, a fresh contract gets drafted and signed, or you create an addendum or amendment, which is then signed and stapled to the original agreement. Usually, if a change is being made to a term in the existing agreement, this is referred to as a lease amendment. However, if something new is getting added
to the agreement, this is a lease addendum. It's important to note that landlords may only charge tenants a fee for amending the tenancy agreement in the middle of a tenancy agreement if the tenancy agreement in the middle of a tenancy agreement if the tenancy agreement in the middle of a tenancy agreement if the tenancy agreement in the middle of a tenancy agreement in the midd
didn't ask for the change. The best time to propose changes to an agreement is when it is winding down. At this point, the landlord can present their updated terms to the new tenants or their current ones if they wish to renew their agreement. This way, you avoid rocking the boat while still locked into an agreement. If the tenant plans to stay in the
property past their initial lease term, you may wonder what happens next. Well, there are a couple of options, and it's up to the landlord and tenant to decide which option best fits the circumstances. The answer to this question is no - there is no legal requirement to renew a fixed-term tenancy once it ends. If the tenant
stays on and the agreement is not renewed, according to the Housing Act 1988, the fixed-term tenancy agreement automatically becomes a periodic agreement automatically becomes a periodic tenancy."). During a periodic agreement automatically becomes a periodic tenancy.
from month to month - until either the landlord or tenant pays rent. If the tenant pays rent weekly or bi-weekly or bi-weekly or bi-weekly or bi-weekly or bi-weekly or bi-weekly or bi-weekly. Start of tenancy checklist Use This Free Checklist
if Starting a Tenancy Mary Latham has over 50 years' experience as a landlord and is renowned for her ability to interpret and keep on top of difficult legislation and make it accessible for landlords. In this guide she will help you understand your legal obligations and prevent issues further on down the line. Somewhat confusingly, there are two types
tenancy agreement terms that once it ends, it will become a periodic agreement. In this case, it becomes a contractual periodic agreement is a continuation of the old one. The main difference you'll find between the two is that opting for a
statutory periodic agreement over a contractual one creates a little more admin work, and there may be less flexibility with ending the agreement with your tenant is up to you. There are pros and cons to both renewing the agreement and letting it become a periodic tenancy agreement instead.
The right option for you depends on your circumstances. Renewing the tenancy agreement locks tenant is on a rolling contract, it is much easier for them to suddenly up-sticks and leave at very short notice, which could leave the landlord scrambling to
find a new tenant as quickly as possible to avoid an expensive void period. Locking tenants in for a new fixed-term agreement can help reduce the tenant turnover rate and be more cost-effective in the long term. However, moving to a periodic tenancy gives the landlord more flexibility if they're not getting on with the tenant too well or are unsure
about their future plans for the property. Just don't forget that this route offers the same level of flexibility to tenants too! For landlords that use a letting agency, allowing the tenancy agreement. Renewing a tenancy agreement is usually a straightforward
process. The landlord or letting agent usually contacts the tenant a month or two before the agreement expires to determine whether they plan to stay on in the property. If they do plan to stay on and are happy to renew their contract, a new contract terms, then this
should be discussed with the tenant, and any new terms should be negotiated and agreed upon before presenting the tenant with the new agreement to sign. For landlords that use the services of a letting agency, renewing a tenancy agreement to sign. For landlords that use the services of a letting agency, renewing a tenancy agreement to sign. For landlords that use the services of a letting agency, renewing a tenancy agreement to sign. For landlords that use the services of a letting agency, renewing a tenancy agreement to sign.
with your letting agent what their fees are to avoid any nasty surprises! It is the landlord's responsibility to pay any fees associated with renewing the tenancy agreement. It has been illegal for landlord's responsibility to pay any fees associated with renewing the tenancy agreement. It has been illegal for landlord's responsibility to pay any fees associated with renewing the tenancy agreement. It has been illegal for landlord's responsibility to pay any fees associated with renewing the tenancy agreement. It has been illegal for landlord's responsibility to pay any fees associated with renewing the tenancy agreement.
term tenancy nears, the landlord may see this as an opportunity to reclaim their property on the market or move into it themselves. If that's the plan, giving tenants proper notice is key. If the landlord wants to end the tenancy at the end of the fixed term, they should give the tenant plenty of notice, at least two
months, to allow them to find somewhere else to live. A well-timed and courteous heads-up can help to foster goodwill and ensure the process runs smoothly. If the tenant does not vacate the property after the two-month notice, the landlord cannot evict them by force. Instead, they must go through the formal eviction process and apply to the court
for possession. Understanding and managing tenancy agreements is an ongoing process for landlords that can significantly impact the quality of their relationships with tenants. By taking the time to understand the ins and outs of managing tenancy agreements, landlords can make more informed decisions, reduce potential conflicts, optimise long-
term efficiency, and ensure their tenancies run smoothly. We use some essential cookies to make this website work. We'd like to set additional cookies to understand how you use GOV.UK, remember your settings and improve government services. We also use cookies to understand how you use GOV.UK, remember your settings and improve government services. We also use cookies to understand how you use GOV.UK, remember your settings and improve government services.
additional cookies. You can change your cookie settings at any time. You have rejected additional cookies settings at any time the real status of the occupiers. The terms of a tenancy or licence agreement can be
negotiated between the landlord and the prospective tenant. In practice, the tenant might not have much power to negotiate favourable terms. Before a tenant signs up to a tenancy they should read the agreement carefully and check: the amount of rentwhether the rent includes payments for council tax and billshow often the rent is due, and when it is
payable is there a rent review clause? if a private landlord, the amount of the depositif there are any other charges is it for a fixed term, and if so is there a break clause? what does the tenant have sole use of, what facilities do they share with othershow the tenant have sole use of, what facilities do they share with othershow the tenant have sole use of, what facilities do they share with othershow the tenant have sole use of, what facilities do they share with other share with other share with other shares are to repair and/or decorate
the propertywhether the tenant is allowed to sublet or assign the tenancywho the tenant should contact if there are any problems during the tenancy. See the Competition and Market Authority guidance for information on unfair contract terms. The landlord must provide the tenant with a rent book or similar document) where the rent is payable
weekly.[1] There is no requirement for a landlord to provide a rent book to a licensee. The terms of tenancy and licensee agreements have the same status in law as written ones. Putting the terms in writing means both parties are clear about their
obligations. An exchange of emails or text messages setting out agreed terms make up part of the contract. They are evidence of terms that have been agreed. Agreements cannot take away the rights granted by legislation to tenants or licensees, even if the tenant agrees to it in writing. A periodic tenancy is a rolling tenancy with no fixed end date.
The term of the tenancy is either set out in the agreement, or implied by the rental period. This means that if the rent is stated as a weekly amount, the period of the tenancy is weekly, even if the agreement for what purported to be a 'month-to-
month' tenancy with basic protection did not allow the landlord to end the tenancy for 90 years. [2] A tenancy for 90 years. [3] A tenancy for 90 years. [4] A tenancy for 90 years. [5] A tenancy for 90 years. [6] A tenancy for 90 years. [6] A tenancy for 90 years. [7] A tenancy for 90 years. [8] A tenancy for
continue on a periodic basis on expiry of the fixed term, in which case it becomes a contractual periodic tenancy after the fixed term expires. To avoid Rent Act and Housing Act protection, landlords have tried to give agreements that purport to be licences when they are actually tenancies. It is the reality of the situation and not the label attached to
an agreement that determines whether an occupier is a tenant or a licensee.[3] Read more about Sham tenancy agreement to determine whether the agreement to determine whether the agreement is a tenancy or licence. In some cases
occupiers have signed agreements saying that they will allow the landlord to share their home or to place other occupiers in their home. These have often been challenged on the basis that the terms were not intended to be effective and that they will allow the landlord to share their home. These have often been challenged on the basis that they will allow the landlord to share their home.
evidence of what was intended and the burden of proof is on the person seeking to overturn the provisions of a written agreement. Sharing arrangements can cause difficulties in establishing the status of the occupiers. In a joint tenancy, the tenancy must be the same tenancy
for all tenants, entered into at the same time and under the same agreement. Two House of Lords judgments illustrate how the courts have approached shared occupancy arrangements. In one case, a couple who were living together signed separate licence agreements for a one-bedroom flat. The landlord claimed to have the right to permit other
people to use the flat and reserved the right to move in with the occupiers. It was clear from his failure to move in over time, and the fact that the accommodation was too small, that there was no genuine need for this clause. The House of Lords decided on the facts of the arrangement that the occupiers had exclusive possession. It held that the
 licence agreements were a pretence and that the occupiers really had a joint tenancy of the flat.[5]In the second case, the occupiers were four single people who shared a four-bedroom flat. They had separate licence agreements with separate and different rents. Their rights of occupation were granted at different times. As one occupier left, they
were replaced by a different occupier. No one had exclusive possession of any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat. There could be no joint tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the whole or any part of the flat and collectively they did not have a tenancy of the flat and collectively they did not have a tenancy of the flat and collectively they did not have a tenancy of the flat and collectively the flat and collectively the flat and collectively t
the licence agreements to be genuine. [6] A landlord and tenant could sign a tenancy agreement is a legally binding contract. A verbal agreement is a legally binding contract. A verbal agreement is legally binding contract.
tenant can issue a money claim against the landlord for breach of contract if the property is not available to them on the first day of the tenancy. The tenant could issue a court claim for specific performance, which is a remedy in contract law. This means that the court can order the landlord to do what they agreed to. Tenants are not protected from
eviction until they occupy a property. A landlord who does not allow a tenant to move in does not commit an offence of unlawful eviction. The landlord can issue a money claim for the rent due under the contract if the tenant does not allow a tenant to move in does not move in does not allow a tenant to move in does not allow a tenant to move in does not move in does not move in does not move in does not allow a tenant to move in does not allow a tenant to move in does not move in does not allow a tenant to move in does not allow a tenant to move in does not allow a tenant to move in does not move in does not allow a tenant to move in does not allow a tenant to
inMost money claims are issued in the County Court. Read more about defending a money claim on Shelter Legal. Furnished properties must be fit for human habitation on the first day of letting. This is an implied term, meaning it is treated as part of the tenancy agreement. It comes from case law. This rule for furnished properties is different from
the implied term under section 9A Landlord and Tenant Act 1985 that all properties must be fit for habitation. The landlord is in breach of the tenancy if the property is unfit to live in. This also applies if the unfitness is not obvious at the time of the tenancy if the property is unfit to live in. This also applies if the unfitness is not obvious at the time of the tenancy if the property is unfit to live in.
lettings. There is no statutory definition of what a furnished property is unfit for habitation on the day of letting, the tenant can: give up the
tenancy without liability for renttake court action for breach of contractThe tenant normally has to leave before they have paid any rent. Payment of the unfitness was present at the date of letting but not apparent to the tenant. The
landlord might try to hold the tenant to their obligations under the tenancy if they do not agree the property is unfit for habitation. The landlord might bring a claim for rent arrears against the tenancy if they do not agree the property is unfit for habitation. The landlord might bring a claim for rent arrears against the tenancy if they do not agree the property is unfit for habitation. The landlord might bring a claim for rent arrears against the tenancy if they do not agree the property is unfit for habitation. The landlord might bring a claim for rent arrears against the tenancy if they do not agree the property is unfit for habitation.
decide whether the tenant had been entitled to end the tenancy. If a person lacks the mental capacity to sign a tenancy agreement, someone else can sign the agreement on the person's behalf with the authorisation of the Court of Protection.[7] This situation principally arises when an adult with learning disabilities is moved from hospital or a care
home into supported living arrangements in the community. Normally, the Court's authority must also be sought in relation to signing an agreement to terminate on a landlord's death. Where there is a will, the executor of the landlord's estate takes over the interest of the landlord, until such time
as the property is either transferred to the successor or sold.[8] Where the landlord did not leave a will, the property passes to the Public Trustee until a member of the landlord is bound by the terms of an existing tenancy agreement. Last updated: 9 September 2024 We use
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their services. You have accepted additional cookies. You can change your cookie settings at any time. You have rejected additional cookies. You can change your cookie settings at any time. The tenancy agreement is a contract between you and your landlord. It may be written or verbal. The tenancy agreement gives certain rights to both you and
your landlord. For example, your right to occupy the accommodation and your landlord's right to receive rent for letting the accommodation. You and your landlord may have made arrangements about the tenancy, and these will be part of the tenancy agreement as long as they do not conflict with law. Both you and your landlord have rights and
responsibilities given by law. The tenancy agreement can give both you and your landlord more than your statutory rights, but can't give you less than your statutory rights, that term cannot be enforced. A tenancy agreement can be made up of:
express terms - these include what is in the written tenancy agreement (if there is one), in the rent book, and what was agreed verballyimplied terms - these are rights given by law or arrangements written tenancy agreement Express terms of tenancy agreements.
agreements Most tenants do not have a right in law to a written tenancy agreement. However, social housing landlords such as local authorities and housing associations will normally give you a written tenancy agreement. However, social housing landlords such as local authorities and housing associations will normally give you a written tenancy agreement. If you are visually impaired, the tenancy agreement must be written in a format you can use - for example, in large print or
Braille. You can find samples of written tenancy you have a certain type of tenancy you have depends on the facts of your situation, not what
your agreement says. For example, if you pay rent to a private landlord who doesn't live with you and you've agreement says something else. You can check what type of tenancy you have. The tenancy agreement should be signed by all
tenants and your landlord. If there are joint tenants, each tenant should receive a copy of the agreement. It's good practice for a written tenancy agreement to include the following details: your name and your landlord's name and the address of the property which is being letthe date the tenancy begandetails of whether other people are allowed the
use of the property and, if so, which roomsthe duration of the tenancy - if it's a fixed term tenancy, this means the date when it can be increasedwhat the rent includes - for example, council tax or fuelwhether your landlord will provide any
services - for example, laundry, maintenance of common parts or meals and whether there are service charges for thesethe notice period you and your landlord need to give and this will depend on the type of tenancy and why it's ending The agreement may also contain
details of your landlord's obligations to repair the property. Your landlord's obligations to repair the property. Your landlord's obligations to repair, see our advice on getting repairs done if you're renting.
If you are experiencing problems with repairs you can talk to an adviser. Verbal tenancy agreement exists even if there is only a verbal agreement between you and your landlord. For example, you and your landlord may have agreed at the start of the tenancy: how much the rent would be and when it's payable whether the rent
includes utilities whether there are any restrictions on other people living in the accommodation with you It's harder to prove what was agreed if it isn't in writing. This is because there's often no proof of what has been agreed, or a particular problem may have arisen which the agreement did not cover. You might also be able to prove what was
agreed in other ways - for example, with emails or text messages. If you're thinking of disputing or are trying to enforce a verbal agreement with your tenant or landlord have which may not be set down in the agreement but which are given
by law and are implied into all tenancy agreements. These terms form part of the contract, even though they haven't been specifically agreed between your landlord must carry out basic repairs on the structure of the property, and keeping the installations for
the supply of water, gas, electricity, sanitation, space heating and heating water in working orderyou have the right to live peacefully in the accommodation without nuisance from your landlordyou have an obligation to use your home in a 'tenant-like' way - for example, by not causing damage and by using any fixtures and fittings properlyyou have an
obligation to provide access for any repair work that needs to be done Rights given by law will vary according to the type of tenancy. Your landlord might also have a legal responsibility to make sure your home is fit to live in - this is known as being 'fit for human habitation'. Find out more about your landlord's responsibilities if you're a private
tenant Find out more about your landlord's responsibilities if you're a social housing tenant Your landlord can only charge you rent if they've given you their name and address - it doesn't matter whether or not you have a written tenancy agreement. Your landlord has to give you an address that's in England or Wales - if their main address is in
another country, they should give you a second address that's in England or Wales. You'll need to use your landlord's address in England or Wales when you send any official paperwork or formal letters, including your notice if you want to end the tenancy. If you don't pay your rent while waiting to get your landlord's contact details, you'll still need to
 pay the backdated rent when you get them. If you don't have your landlord's details, you can make a written request to the person who receives the rent for the full name and address of your landlord. They must supply you with this information in writing within 21 days - if they don't do this they're committing an offence and the council can take then
to court. Before or at the start of your landlord must also give you: a gas safety certificate an energy performance certificate an energy per
within 28 days of you requesting this in writing. The council can take them to court if they don't do this. Your landlord should give you a copy of the government's 'How to rent' guide on GOV.UK. If you've paid a deposit, your landlord
should give you some information about it within 30 days. They have to include how much deposit you've paid and details about how it's protected, including a leaflet about the protection scheme. They also have to explain: any reasons why they would keep some or all of your deposit back when your tenancy
endswhat you can do if there's a problem with your deposit You can check if your landlord has to protect your deposit, including what happens if they haven't protected your deposit when they should have. If you have a weekly tenancy Your landlord must provide a rent book or similar document - your landlord commits a criminal offence if they don't.
If your landlord changes Your new landlord must give you their address by depends on how often you pay rent. If you pay your rent either monthly or every 2 months, your new landlord must give you their address within 2 months of taking over the
property. If you pay rent less often, like every 3 months, your new landlord must give you their name and address either: within 2 months away If your new landlord doesn't give you their new address when they should, the council can take them to court. Sham tenancy
agreements The rights laid down by law always override those which are stated in a written or oral agreement. An agreement which suggests that you or your landlord have less rights than those given by common law or statute is a sham tenancy agreement. What an agreement states and what the tenancy actually is may be different. For example,
your landlord may claim that the agreement is not a tenancy agreement but a 'licence to occupy'. You may also have signed an agreement stating that the property was granted under a licence to occupy'. You may also have signed an agreement stating that the property was granted under a licence to occupy'.
if you: If this applies to you, your landlord can only charge you for: rentbills for utilities, phone, broadband and TVa tenancy deposita holding depositreplacing your keypaying your rent 14 days late or morechanging the tenancy (only if you asked for the change) ending the tenancy earlycouncil taxa TV licencethe cost of repairs if you damage the
property If your landlord includes any other fees, it might be illegal. Ask your landlord to return the illegal fees vou can take them to a First-tier tribunal. You can find out about First-tier tribunals on GOV.UK. There are rules about how
much a landlord can charge for a deposit - find out how much it costs to rent. Changing the tenancy agreement A tenancy agreement can normally only be changed if both you and your landlord agree. If you both agree, the change should be recorded in writing, either by drawing up a new written document setting out the terms of the tenancy or by
amending the existing written tenancy agreement. Your landlord might charge a fee for changing your tenancy agreement. They can only charge you didn't ask for the money back or report them to Trading Standards. If they don't give the money back, you
might be able to take further action - talk to an adviser. A verbal agreement can also be change of the change and the change of the change can be provided if: they have written proof of the change and the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have written proof of the change can be provided if: they have writt
the change - for example, by paying and accepting a new rent If you're disability. Find out more about asking your landlord for changes to help with your disability. Ending a tenancy agreement Your,
or your landlord's, right to end a tenancy gou have. If you live in private sector housing. You can find out how to end your tenancy if you rent from a private landlord. If you live in private sector housing.
social housing You can check what to do if you live in social housing and have been sent an eviction notice. If you rent from a housing authority or council and want to end your tenancy, talk to an adviser. Is the tenancy agreement 'unfair' The tenancy agreement is a form of consumer contract and as such it must be in plain language which is clear and
easy to understand. It must not contain any terms which could be 'unfair'. This means, for example, that the tenancy agreement must not put either you or your landlord in a disadvantageous position, enable one party to change terms unilaterally without a valid reason or irrevocably bind you to terms with which you have had no time to become
familiar. An unfair term is not valid in law and can't be enforced. If you think your tenancy agreement may contain unfair terms you can talk to an adviser. Discrimination in tenancy agreements Your landlord must not discriminate against you because of your disability, gender reassignment, pregnancy or maternity, race, religion or belief, sex or
sexual orientation. These are called 'protected characteristics'. This means they might be breaking the law if they: rent a property to you on worse terms than other tenantstreat you differently from other tenantstreat you differently from other tenants in the way you are allowed to use facilities such as a laundry or a gardenevict or harass you because of a protected characteristicrefuse to
make reasonable changes to a term in the tenancy agreement which would allow a disabled person to live there. If your landlord has broken the law, you might be able to take action against them - check if your problems each year. Please donate if
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