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Tenancies and licences that can be ended by a landlord serving notice to quit (NTQ) and the requirements for a valid notice. A landlord must serve a notice to quit to end a periodic tenancy or licence of an occupier with basic protection. For example-tenancies where there is a resident landlord in the buildingtemporary accommodation provided by a local authority under a homeless applicationtenancies that have lost their secure or assured status because the tenant no longer lives there as their only or main homeOther tenancies that can be ended by a notice to quit include:contractual tenancies under the Rent Act 1977the tenancy or licence of an agricultural occupier not protected by the Housing Act 1988a family intervention tenancy granted by a private registered provider of social housingA notice to quit served by a landlord does not end a tenancy protected by the Housing Acts 1985, 1988 and 1996. This includes:secure and flexible tenanciesintroductory tenanciesdemoted tenanciesassured and assured shorthold tenanciesA landlord must serve the correct type notice of seeking possession before bringing possession proceedings on these types of tenancy. The minimum notice period for a valid notice to quit must be at least either:[1]four weeksThe period of the tenancy or licence if this is longer than four weeksThe notice period for yearly periodic tenancies is six months.The notice must end on the first or last day of a period of a tenancy. This means that it might need to be longer than the minimum period. A tenancy agreement may also require the landlord to give a longer period of notice.Tenancy periodMinimum length of notice to quitone weekfour weekstwo weeksfour weeksonethone monththreemonthsthreemonthsix monthsthree monthsonethree monthsIn calculating the notice period, the day on which a notice to quit is served is included but the last day referred to in the notice is not. For example, a notice served on a Tuesday that expires on a Tuesday four weeks later would comply with the four weeks' notice requirement.[2]A notice to quit must expire on either the first day or the last day of a complete period of the tenancy.[3] For example, in the case of a monthly tenancy commencing on the first of the month, the notice can expire on the last day of any given month or the first (even if that is a short month, such as February).For a quarterly tenancy that began on 1 January, if a notice to quit was served on 15 January, the earliest date that the notice could expire would be 30 June as this would be the last day of a tenancy period. This would allow at least one full quarter's notice to be given, ending on the first or last day of a tenancy period.The landlord can include a savings clause if they are unsure of the correct date. For example 'Your tenancy will end on (date) or the day on which a complete period of your tenancy expires next after the end of four weeks from the service of this notice'. A notice to quit that includes a savings clause is valid.[4]The landlord cannot start possession proceedings until the notice period has expired.[5]A landlord's notice to quit must be in writing but does not need to be in any prescribed form.It must include both of the following statements:[6]'If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.'A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens' Advice Bureau, a Housing Aid Centre or a rent officer.'There is no requirement that the notice to quit includes the name of the tenant. Where the notice does name a tenant, it might be invalid if it names the wrong person. The Court of Appeal found a notice was invalid where it named a person as the tenant, where the tenancy had been assigned to a company registered at the same address.[7]The landlord must serve a notice to quit on the tenant. If the tenant does not acknowledge service, the landlord must prove that the notice was served.Section 196 of the Law of Property Act 1925 allows for valid service of the notice to quit to be made by registered post or recorded delivery, or personal delivery to the tenant's property, but only if the tenancy agreement explicitly states that service will be effective where it is done in accordance with section 196. Alternatively, the agreement can provide expressly for service by these methods.[8]A notice to quit can be served by the landlord's agent when they have the appropriate authority.[9]Once served, a notice to quit cannot be withdrawn.[10]A notice to quit served by only one joint landlord is sufficient to end a periodic tenancy or licence. The other joint landlord does not need to consent or have knowledge of service.[11]A notice to quit served on only one of the joint tenants is sufficient to end a periodic joint tenancy.[12]A notice to quit can only be served to end a periodic tenancy. A notice to quit served by a landlord during the fixed-term of a tenancy will be invalid. It does not end the tenancy even if the notice period expires after the expiry of the fixed term.The exception is if the tenancy agreement contains a break clause that allows for early termination. In this case the landlord can serve a notice in line with the requirements of the break clause. A tenant or licensee is entitled to stay in possession until midnight of the day on which the notice expires, regardless of the time of the day the tenancy begun or the notice was given. [13] The same apply to fixed term agreements which expire automatically by effluxion of time when the term comes to an end. The tenant or licensee is not required to give up possession until midnight on the day on which the fixed term expires. [14]Last updated: 12 June 2023 Most tenancies in the private rented sector are assured shorthold tenancies. These agreements can be ended by the landlord serving a Section 8 or Section 21 notice. These are notices seeking possession meaning the tenancy does not end on the expiry of the notice and therefore the rent continues to be due. Instead, these notices give the landlord the right to apply to court for a possession order to end the tenancy. However, where your tenancy is not an assured or assured shorthold tenancy then it is likely to be a non-assured or common law tenancy instead. These tenancy agreements grant the occupiers with 'basic protection' meaning that you can only enforce the end of the tenancy via a court order. If the tenancy is periodic you will also have to provide sufficient notice to end the agreement before you can apply for this court order. To provide sufficient notice you will need to serve a notice to quit rather than a Section 21 or Section 8 notice. This article is intended to assist landlords and their advisors to ensure their Notice to Quit (NTQ) to determine the lease of their property is correct. It covers NTQs served against tenants occupying pursuant to a periodic tenancy for which a NTQ is required. The tenancy must therefore be outside of the fixed term. Please also note that NTQs do not apply to assured, secure or assured shorthold tenancies; for those tenancies a different form of notice is required. This guidance does not apply to business tenancies which attract the protection of the Landlord and Tenant Act 1954. Are you entitled to serve a NTQ? Service of a NTQ is a unilateral right and does not depend on acceptance by the tenant, nor the landlord's motive. In fact, the effect of the service of a valid NTQ is to bring the tenancy to an end, even if the landlord subsequently attempts to retract it (Tayleur v Wildin (1868) LR 3 Ex 303 and Clarke v Grant [1950] 1 KB 104). It is not possible to exclude the right to serve a NTQ under a periodic tenancy. Any attempt to do so is void. This includes an attempt to only allow a NTQ to be served if certain conditions apply. Where to start with your NTQ? The starting point is the form of your NTQ. Although there are no strict common law requirements as to form (save that it must be clear and certain), a landlord should always put the NTQ in writing. It gives clarity and makes it much harder for a tenant to deny. If the NTQ is given in respect of a dwelling, it must be in writing. Although there is no set form, it must contain the set prescribed information (section 5, protection from Eviction Act 1977 (PEA 1977)). The current prescribed information is at the end of this article. How long does your NTQ have to be? Start by looking at the express terms of the lease. If they require a certain length of notice then that must be given, even if that is more than required by the common law (Doe d Green v Baker (1818) 8 Taunt 241 and Doe d Robinson v Dobell (1841) 1 QB 806). Next turn to consider the common law requirements: • For a yearly tenancy: six months' notice is required. • For a quarterly tenancy: a quarter's notice is required. • For a monthly tenancy: a month's notice is required. • For a weekly tenancy: a week's notice is required. Next, it is important to also consider whether statute imports an additional rule for your tenancy. For example, if the lease is over residential premises, section 5(1)(b) of the PEA 1977 requires a minimum of four weeks' notice. On what date must your NTQ expire? The expiry date of your NTQ is very important. Although, technically, the NTQ need not specify a calendar date, it is best practice to insert the correct date because the date required for possession must be unequivocal for a valid notice. The starting point is to consider the commencement day or date of the tenancy. • For a weekly tenancy, the period start day can be worked out by reference to the day of the week given in the tenancy as the start date, for example, a Tuesday. • For a monthly tenancy, the period start date will be the date of the month on which the tenancy commenced, for example, the first of the month. • For a quarterly tenancy, the period start date will often be a usual quarter date, in other words, 25 March, 24 June, 29 September and 25 December. • For a yearly tenancy, the period start date will be the date of the year the tenancy commenced, for example, 24 June 2019. Where the tenancy expressly specifies the day of commencement, the words of the agreement will prevail over any contrary indication afforded by the dates for payment of rent (Sidebotham v Holland [1895] 1 QB 378 at 382). The NTQ must give a full period of notice and expire either at the end of a period, or on the first day of any subsequent period. For example: • In the case of a weekly tenancy beginning on a Saturday, the notice can expire either on a Friday or a Saturday. • In the case of a monthly tenancy commencing on the first of the month, the notice can expire on the last day of any given month or the first (even if that is a short month, such as February). • For a quarterly tenancy commencing on 29 September, the notice can expire on 24 or 25 December. • Absent any tenancy requirements, for a yearly tenancy which commenced on, say, 20 May, then 183 days' notice is required, so it must be given by 19 or 20 November and expire at the end of the tenancy period (i.e. 19 or 20 May). Possession proceedings can only be validly commenced once the notice has expired. Should you use a saving clause? Many landlords choose to insert a saving clause into their NTQ in case the day they put in is wrong or instead of a date. A usual form of wording is as follows: "I hereby give you notice to quit on the day of or at the expiration of the period of your tenancy which shall next expire after the expiration of [four weeks] from the service upon you of this notice." Including a saving clause where the specified date is incorrect can result in there being two possible termination dates. This causes some judges to question whether the tenant could clearly ascertain the correct date from the notice and therefore whether the NTQ is valid. In Hussain v Bradford Community Housing Ltd [2009] EWCv 703, the judge considered a case with two possible termination dates. In deciding that the notice was valid he stated: "It is true that the notice gives two possible termination dates, but only one complies with the requirements [of the tenancy]" (At paragraph 11). The risk of not including a saving clause, and the date given being incorrect which will lead to an invalid notice, will often outweigh the risk above. The date for service of the NTQ in order to be effective, the NTQ must be served on the tenant before the required notice period commences to ensure a full period of notice is given (Re Poyser and Mills' Arbitration [1964] 2 QB 46). Landlords are best advised to serve at least a few days before the period commences. How to serve your NTQ When serving the NTQ, a landlord is best advised to imagine that the tenant may deny receipt, so the landlord will need to be able to evidence service. An authorised agent or landlord can serve a NTQ. Turning to the statutory considerations: Is section 196 of the Law of Property Act 1925 (LPA 1925) incorporated into the lease? • If so, the NTQ is sufficiently served if left at the last known place of abode or business or sent (and not returned) by recorded delivery (section 1, Recorded Delivery Service Act 1962). • If service is effected by leaving the document at the last known place of abode, it is sufficient if the document is left at a place which is the furthest that a member of the public or a postman can go to communicate with the tenant, such as a communal letterbox (Henry Smith's Charity Trustees v Kyriacou [1989] 2 EGLR 110). Where a letter is properly addressed, pre-paid and posted, there is a statutory presumption that it has been sent, and a statutory presumption that it is delivered in the ordinary course of post (section 7, Interpretation Act 1978). The presumption is, however, rebuttable. Next, turning to consider the common law (and assuming section 196 of the LPA 1925 is not incorporated): It is essential for the landlord to prove that the tenant had knowledge of the notice before the period commenced. Personal service, by physically delivering it into the tenant's hand, with a contemporaneous certificate of service explaining what was served and how, is by far the best course of action. If a landlord serves by first class post, recorded delivery or by leaving it at the property, it is possible for a tenant to deny receipt (as there is no one to swear that they saw the tenant get the notice) and it will be for the court to decide whether, on balance, it is satisfied that the tenant received the notice. Check the lease as it may contain a clause "deeming" service if certain conditions are satisfied, such as serving by first class post. In addition, any express terms of the lease as to service must be complied with. Conclusion Issues with the correct termination date and as to service often arise with NTQs. Landlords are best advised to seek legal advice to ensure their NTQ is valid and validly served. Prescribed information (for the purposes of section 5 of the Protection from Eviction Act 1977): • If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out. • A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens' Advice Bureau, a Housing Aid Centre or a rent officer. This article was originally written for Practical Law's Property Litigation column. This content is provided free of charge for information purposes only. It does not constitute legal advice and should not be relied on as such. No responsibility for the accuracy and/or correctness of the information and commentary set out in the article, or for any consequences of relying on it, is assumed or accepted by any member of Chambers or by Chambers as a whole. A tenant can end a periodic tenancy or licence by serving a valid notice to quit (NTQ), with rules depending on the phase of the tenancy.A notice to quit (NTQ) must be in writing and the notice period must be at least:four weeks[1] or if the period of the tenancy is longer, equivalent to the period of the tenancy or licence (except for yearly periodic tenancies where the notice period is six months)[2]A tenancy agreement may require the tenant to give a longer period of notice. An NTQ once served cannot be withdrawn.[3]In calculating the notice period the day on which an NTQ is served is included but the last day referred to in the NTQ is not.[4] For example, an NTQ served on a Tuesday that expires on a Tuesday four weeks later would comply with the four weeks' notice requirement.An NTQ must expire on either the first or last day of a period of the tenancy/licence.[5] For example, in the case of a monthly tenancy commencing on the first of the month, the notice can expire on the last day of any given month or the first (even if that is a short month, such as February).An NTQ that includes an appropriately worded 'savings clause' will be valid.[6] for example 'the tenancy will end on (date) or on the first Monday after that date being at least four weeks after the service of this notice'.If the notice to quit is invalid, the landlord or the tenant is entitled to treat it as ineffective and continue with the tenancy until a valid notice is served. However, the landlord and the tenant can agree to treat the notice as if it were valid.[7]If a flexible tenant is in rent arrears or otherwise in breach of the tenancy agreement, the tenancy will not end on the date set out in the NTQ unless the tenancy agreement explicitly allows for this to happen.Section 196 of the Law of Property Act 1925 allows for valid service of the NTQ to be made by registered post or recorded delivery, or personal delivery, but only when the tenancy agreement explicitly states that service will be effective where it is done in accordance with section 196. Alternatively, the agreement can provide expressly for service by these methods.Section 196 also provides that, subject to the specific requirements of the tenancy agreement, notice must be served on the landlord or their agent at their last known abode or place of business. In the absence of a last known address, the property owner's address on the Land Registry (where the landlord is the property owner) can be used for service.[8]Where a tenancy agreement makes no reference to section 196 (or express provision for service by the methods set out in section 196) then under common law a tenant needs to serve the NTQ on the landlord personally or provide evidence that it has come to the landlord's attention.[9] In practice, the tenant by producing a recorded delivery slip (or possibly a certificate of posting) will normally be able to prove service to the satisfaction of the court.A tenant or licensee is entitled to stay in possession until midnight of the day on which the notice expires, regardless of the time of the day the tenancy begun or the notice was given. [10] The same apply to fixed term agreements which expire automatically by effluxion of time when the term comes to an end. The tenant or licensee is not required to give up possession until midnight on the day on which the fixed term expires. [11]A valid notice to quit (NTQ) served by the tenant will end their periodic tenancy. The tenancy ends when the NTQ expires.The following occupiers can be lawfully evicted without a court order if they remain in the property after the notice period they gave in a valid NTQ expires: [12]excluded occupiersstatutorily protected tenantsStatutorily protected tenants are:Rent Act protected/regulated tenantsassured and assured shorthold tenantsagricultural assured, agricultural assured shorthold, and protected agricultural occupiersassured tenants, where it arises on expiry of a long leasea tenant of an agricultural holding or farmbusiness tenantsExcluded occupiers can end their tenancy or licence by a notice that does not meet the NTQ requirements as they are subject to contractual and common law provisions rather than the Protection from Eviction Act1977 regime.[13]If a landlord uses or threatens violence against a person or property to regain possession and there is someone present in the property, the landlord may risk prosecution under the Criminal Law Act 1977.[14]The following former tenants cannot be lawfully evicted without a court order even after the notice period they gave in a valid NTQ expires:[15]secure flexible introductoryfamily intervention demoted local authorityThe landlord must obtain a court order in order to evict any of these former tenants if they remain in the property after the NTQ expires.Regardless of the type of tenancy, any tenant who remains in occupation after the valid notice to quit served by the tenant takes effect will be liable to pay mesne profits. If they remain without the landlord's permission they may be liable to pay double rent.For more information see Payments after the tenancy ends.An NTQ served by only one joint tenant is sufficient to end a periodic tenancy (or licence) for all joint tenants. It is not necessary for any other joint tenant to consent or have knowledge of the service of the notice.[16] The courts have held that one joint tenant unilaterally serving an NTQ does not breach the rights under Article 8 of the European Convention on Human Rights and Article 1 of its First Protocol of the joint tenant who did not serve the notice.[17]It is not a breach of trust for one joint tenant to give notice to quit even if their purpose for ending the joint tenancy is to obtain their own sole tenancy.[18]The landlord and tenant who served the notice cannot agree between themselves to waive any deficiency in the notice, for example if it did not expire on the correct day.[19]A public authority landlord must consider whether it is necessary and proportionate to take steps to recover possession from the remaining joint tenant. One County Court, in a non-binding decision, held that where the local authority landlord had 'encouraged' the departing joint tenant, following a relationship breakdown, to serve an NTQ (and there was no other basis on which the landlord could have obtained possession) an order for possession was a disproportionate breach of the remaining tenant's article 8 rights.[20]An NTQ served on only one of the joint landlords is sufficient to end a periodic joint tenancy.An NTQ can only be served to end a periodic tenancy. An NTQ served by a tenant during the fixed term of a tenancy will be invalid. It will not end the tenancy even if the notice period expires after the expiry of the fixed term.The exception is if the agreement contains a break clause that allows for early termination. In this case the notice given must comply with the conditions set out in the agreement.Unless a tenancy is excluded or has basic protection, a statutory periodic phase will arise if:the initial fixed-term agreement does not provide for a periodic phase after its expirythe tenant remains in occupation when the fixed term endsa tenant who wishes to end the statutory periodic phase should serve an NTQ giving four weeks notice, or if the period of the tenancy is longer, equivalent to the period of the tenancy or licence (except for yearly periodic tenancies where the notice period is six months). Contractual obligations to give a longer notice period do not apply. A requirement that an assured shorthold tenant gives a notice longer than the minimum NTQ period after the tenancy becomes statutory periodic can be challenged as unenforceable.[21]If after the expiry of the fixed term the tenancy continues as contractual periodic (for example a tenancy agreement that states it is 'for a term of twelve months and monthly periodic thereafter'), the tenant may be required to give a notice in line with the contractual requirements.Last updated: 12 June 2023 There are many reasons for a tenancy to end. You can leave your private tenancy when your agreement ends, but it can be risky to leave before then. If your landlord asks you to leave early, they need to follow certain rules.When your tenancy is ending, you can either-give enough notice if you want to move outsign a new tenancy agreement if you want to stay for another fixed term, orask to become a periodic tenant and rent on a monthly basisSpeak to our advisers if you are not sure how to end your tenancy or if you need help understanding your tenancy agreement.If you want to move out when your tenancy agreement ends, you need to tell your landlord in writing. This is called giving 'notice to quit'. If you do not give notice to quit in writing, your landlord can argue that your tenancy is still running, and you're responsible for rent. The amount of notice you must give depends on how long you've lived in your home.If you have a tenancy agreement, you must give your landlord:four weeks' notice if you've lived in the tenancy for less than 10 years12 weeks' notice if you've lived in the tenancy for more than 10 yearsIf you do not have a tenancy agreement:your tenancy is for six months you must give your landlord notice to quit at least 28 days before the six months endsIf you leave a fixed term tenancy early, your landlord can keep your deposit or take legal action against you. If you're landlord agrees to let you leave early, make sure to get this in writing.Check your tenancy agreement for other instructions about ending your tenancy.Your best option is to negotiate with your landlord if you want to leave a fixed term tenancy early. Explain why you want to leave. Your landlord may understand why it's important for you. Even if you usually work with an estate agent, it can be helpful to speak directly with your landlord. Their contact information is in your tenancy information notice. You can offer to find a replacement tenant, or pay the costs for advertising and finding a new tenant, or leave them with some or all of the deposit if your landlord agrees to let you leave your tenancy early, get it in writing.Your landlord must give you a certain amount of notice to end your tenancy. If you have a tenancy agreement, the notice you get depends on how long you've lived in the property. If you've lived in your home:for less than a year - your landlord must give you four weeks' noticebetween one and 10 years - your landlord must give you eight weeks' noticefor more than 10 years - your landlord must give you 12 weeks' noticeSpeak to our advisers if you get a notice to quit from your landlord. They can talk to you about the notice to check it's valid. They can also help you work out your options if you have no place to live.A periodic tenancy does not have a set end date. If you pay a month's rent, that is how long your tenancy is for. If you leave before it ends, your landlord can keep your deposit. Your landlord cannot ask you to leave before the end of the period.A joint tenancy means you're on the tenancy agreement along with at least one other person. Notice to quit from one tenant, ends the tenancy for everyone. For example, if you split up with your partner and they give notice, the tenancy ends for both of you. If you want to stay on, you need to sort out a new contract with your landlord.This is a clause that lets you or the landlord end the tenancy agreement early. They are rare and usually include conditions for you, such as:finding a replacement tenantpaying a penalty feeaying to advertise the property againEven if your landlord does something that is against your contract, the contract is still legally binding and you are still responsible for keeping to your agreement. You should not leave just because you think your landlord broke your tenancy agreement.For example, if your landlord goes to your home without giving you proper notice. This is against your tenancy agreement, but it's not enough to legally break the contract.The landlord is only breaking the contract if they do something very serious, called a 'material breach'. To prove your landlord materially breached your agreement in court, you must prove that you told the landlord about the problemgave the landlord enough time to fix ittold the landlord it was a material breach and you would end the agreement if they did not fix the problemgave notice to quit, and gave the breach as the reason you want to leaveIt's best to first try and work things out with the landlord. You always put yourself at risk if you leave a tenancy before the agreement ends. Your landlord can keep your deposit and you'll need to go to small claims court to try and get it back.In some rare cases, you can end (or 'unwind') your tenancy agreement early. You can only unwind an agreement if you are within the first 90 days of the contractcan prove you only signed because of aggressive or misleading practices Aggressive or misleading practices from landlords or estate agents include things like:false information harassing or rushing you to signnot describing the property correctlybeing vague or hiding informationhiding additional costsFor example, your tenancy agreement says you have exclusive use of the garage attached to the property you've agreed to rent. But when you move in, the garage is locked and your landlord refuses to remove their belongings. This could count as a misleading practice.If you can show that the landlord or estate agent was misleading or aggressive in their practices, the law says you may be able to unwind the tenancy and get a discount on rent you've paid. If your landlord has reason to believe you do not live in the property anymore, or have abandoned it, they can end your tenancy. Your landlord may think you've abandoned the property, if some of the following happens: the property appears emptyyour rent stopped your garden is overgrownthere's post built up in your letterboxthey ring a few times and you're not there to answerIf your landlord thinks you abandoned the property, they may give you notice to quit if they do not hear from you.If you're still living at the property, contact your landlord as soon as possible and explain why the property looked abandoned. If your landlord still decides to end your tenancy, they must follow the eviction process.You should be an 'authorised' tenant if you live in a private rental. This means that:your landlord got permission from their mortgage lender (if they have one) to let the propertyyour tenancy agreement follows any rules from the lenderIf your landlord did not get permission, you are considered an 'unauthorised' tenant.If you're an authorised tenant, you will get a notice if the lender is trying to repossess the propertyhave all the rights of a usual tenant, including a notice period and notice to quitIf you are an unauthorised tenant, you may not know about the repossession until it's already happened need to leave whenever the lender tells you to, even if you had a tenancy agreement Download printable versionMore advice Finding a private rental Certificates and paperwork Deposits and fees © 2025 Shelter, the National Campaign for Homeless People Limited Charity number: 263710 (England and Wales), SC002327 (Scotland), Company number: 01038133 88 Old Street, London, EC1V 9HU Authorised and regulated by the Financial Conduct Authority © 2025 Shelter, the National Campaign for Homeless People Limited Charity number: 263710 (England and Wales), SC002327 (Scotland), Company number: 01038133 88 Old Street, London, EC1V 9HU Authorised and regulated by the Financial Conduct Authority We use some essential cookies to make this website work. 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