

TERMS OF ENGAGEMENT

1. INTRODUCTION

- This document sets out the basis on which We are to act for You in relation to Your Claim for a tax Refund from HMRC.
- 1.1 Who We Are Acting For**
We are acting for You.
- 1.2 Period Of Engagement**
This engagement will start with immediate effect.

2. DEFINITIONS

- 2.1 Agreement** means the contractual relationship between You and Us which You enter into by signing the Claim Form
- 2.2 Claim** means a Claim for a tax Refund that We submit to HMRC on Your behalf.
- 2.3 Claim Form** means Our tax Refund form which includes Your Claim and Nomination Form, and provides Us with Tax Agent Authority.
- 2.4 Claim Period** means the tax years We submit a Claim to HMRC in respect of.
- 2.5 Cooling-Off Period** means 14 days after the date that We receive Your signed Claim Form during which You can cancel this Agreement free of charge.
- 2.6 HMRC** means Her Majesty's Revenue & Customs.
- 2.7 Nomination Form** means a section of the form submitted to HMRC that advises HMRC that You nominate Us to be paid Your Refund directly
- 2.8 Refund** means money You may be owed by HMRC for overpaid tax
- 2.9 Services** means the work We undertake to prepare, submit and progress a Claim to HMRC, as broadly outlined in Clause 3 of this Agreement.
- 2.10 Success Fee** means the amount You will have to pay to Us for the Services, as detailed in Clause 6 of these Terms of Engagement.
- 2.11 Tax Agent** means a person or organisation whom You authorise to discuss Your tax affairs with HMRC on an ongoing basis.
- 2.12 Tax Agent Authority** means You authorising Us as Your Tax Agent. You provide Tax Agent Authority by signing the Claim Form.
- 2.13 You/Your** means the individual who has entered into an Agreement with Us, instructing Us to make a Claim on their behalf.
- 2.14 We/Us/Our** means The Claims Guys Legal a Private Limited Company (Company No. 10889974). We are registered as an Agent with HMRC and registered with HMRC Anti-Money Laundering Supervision service registration number XDML00000166406.
- 2.15** Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

3. SERVICES

- 3.1** By signing the Claim Form You authorise Us to undertake the Services and make a Claim to HMRC on Your behalf. This includes where You provide Your signature to the Claim Form electronically.
- 3.2** When You sign the Claim Form You provide Us with Tax Agent Authority, meaning We will:
- Act as Your sole Tax Agent until the Tax Agent Authority is replaced or removed.
 - Receive and process Your tax data and correspondence regarding Your tax status from HMRC.
 - Correspond with HMRC on Your behalf to resolve issues related to Your Claim
- 3.3** You may at any time terminate or request that We terminate the Tax Agent Authority. However, this may affect Our ability to manage Your Claim as We will no longer be able to communicate with HMRC to discuss Your Claim and address any issues that may arise. Terminating Our Tax Agent Authority will not prevent Our Success Fee, as detailed in Clause 6, from falling due.
- 3.4** When You make a Claim with Us, it is a general Claim for an overpayment of tax and not limited to a Claim for a specific allowance or expense.
- 3.5** We will recover any tax You have overpaid in the Claim Period. Overpayments of tax can arise from many factors including, but not limited to:
- Not having the correct expenses in Your tax code (such as an allowance for uniform).
 - Being put on an incorrect tax code or any other coding errors.
 - Being taxed when Your income was below the Tax-free personal allowance.
 - Being emergency taxed in a new job.
- 3.6** Our Fee will apply to any tax You have overpaid as a result of any of the reasons above, or for any other reason.
- 3.7** We will Usually submit Your Claim to HMRC for processing within 20 working days of Your completed Claim Form being signed; however, We do not guarantee this. During busy periods, it may take longer than 20 working days to submit Your Claim to HMRC.
- 3.8** Any timescales quoted for the completion of Your Claim are estimated timescales. We will endeavour to complete each Claim as expeditiously as possible however, delays can occur. These are normally due to HMRC taking longer to process Claims due to processing backlogs.
- 3.9** The time scale to process Your Claim can vary. For the most accurate estimate please Use the "Where's My Reply" tool on the HMRC Website.
- 3.10** Where further information or clarification is required in relation to any aspect of Your Claim, We reserve the right to not contact You, and instead:
- Cancel Your Claim.
 - Put Your Claim on hold indefinitely.
 - Remove any parts of Your Claim that are in question, before submitting it to HMRC.
- 3.11** We reserve the right to contact You about making any necessary adjustments to any of Your Claim Forms before or after We submit it to HMRC.
- 3.12** HMRC may request further information from You in order to process Your Claim. Where possible, We will help You with this however, the ultimate responsibility to provide HMRC with any requested information is Yours. We will not be responsible for any delays in Your Claim as a result of You not doing this.
- 3.13** As part of our Services, We will contact you at the outset of each new tax year to see how we can support you with additional tax Claims. You can request to opt-out of this contact at any time.

4. OUR RESPONSIBILITIES

- 4.1** We will accurately process all the information You provide to Us and take all actions necessary in connection with the provision of Our Services as quickly as possible.
- 4.2** We maintain high standards of conduct in Our dealings with government departments and others. We will decline to provide a Service if We believe that doing so may breach those standards. We will notify You as soon as We can if We decide not to provide a Service.
- 4.3** If You do not provide all the relevant information in Our requested time frames when We agree to provide a Service, We cannot be held liable for the outcome of Your Claim.
- 4.4** We will observe the standards for HMRC agents as set out in the Professional Rules and Practice Guidelines, first published in February 2016 and updated January 2018.
- 4.5** To comply with Money Laundering Regulations We may be required to verify Your identity(ies) and address(es). By signing the Claim Form You acknowledge that You are giving consent to Us to undertake an electronic check to verify Your identity(ies) and address(es), if required. This process involves searches with credit reference, fraud prevention agencies and the electoral register. The agencies will record the details of the search but the electronic check will have no adverse effect on Your credit rating. Subject to these checks, We may require You to supply certain documents and/or We may refuse, at Our discretion, to act for You without giving reason.

5. YOUR RESPONSIBILITIES

- 5.1** You understand that You are responsible for providing and verifying accurate information that will allow Us as Your appointed Tax Agent to correctly assess Your eligibility for any expenses or allowances that are the subject of a Claim.
- 5.2** You agree to co-operate with Us so that We can provide the Services in accordance with Our obligations.
- 5.3** You must grant any permissions, consents or otherwise that We need and must give Us access to any and all relevant information and any other matters which We need to provide the Services.
- 5.4** You agree to provide the information that We ask for promptly and to make sure that this information is true, accurate, correct and complete to the best of Your knowledge, including taking all the necessary steps to get this information from other sources if required.
- 5.5** You agree to inform Us promptly of any relevant matters affecting Your Claim, such as direct contact from HMRC requiring Our attention.
- 5.6** You confirm You are not aware of any reason You cannot enter into the Agreement with Us.

6. REFUND FEES AND CHARGES

- 6.1** You acknowledge that any estimation of Your total Refund or average Refund figures provided on Our Website, given by email or phone, using any online calculators or documentation sent out to You is an estimated figure only.
- 6.2** By signing the Claim Form, which includes a copy of the Nomination Form, You agree for HMRC to pay any Refund due to You directly to Us and for Us to deduct Our Fee prior to making payment to You.
- 6.3** Our Success Fee is 48%, inclusive of VAT where applicable, of any Refund We obtain for You. Where applicable, VAT is charged at the prevailing statutory rate. All funds will be held in Our Client account in accordance with the SRA Accounts Rules. A copy of Our policy on monies held in Our Client Account is available on request.
- 6.4** In addition to Our Success Fee, You agree to pay an Administration Charge of up to £10.00, inclusive of VAT for each Claim We submit to HMRC on Your behalf. The Administration Charge is payable to cover administrative costs associated with Your Claim, including the cost of payment processing.
- 6.5** Notwithstanding the Minimum Fee, as detailed in Clause 6.6, the total amount of the Success Fee and Administration Charge will never exceed 50% of Your Refund.
- 6.6** A Minimum Fee of £10, inclusive of VAT, will apply to any Successful Claim. Where the Refund from HMRC does not cover this, We will not ask You to pay any additional charges and the Claim will be closed. We reserve the right not to contact You in this instance.
- 6.7** Our Fees apply to all Refunds received from the HMRC for overpayment of tax.
- 6.8** If a Refund was already in the process of being issued to You prior to You Claiming with Us and has subsequently been issued to Us as a result of the Claim We have made on Your behalf, Our Success Fee and Administration Charge as outlined in Clauses 6.3 and 6.4, will apply on the entire Refund.
- 6.9** If You can provide satisfactory evidence that a specific amount of money was in the process of being Refunded to You by HMRC prior to You claiming with Us, We will consider a partial Refund of Our Fee but are under no obligation to do so.
- 6.10** Your Refund may be used by HMRC to reduce any outstanding tax debt that You owe to HMRC and You understand that Our Success Fee will be payable based on the total amount of calculated Refund even if HMRC does not pay the whole sum of the Refund to You.
- 6.11** For the avoidance of doubt, where You have more than one Successful Claim, We may deduct the Success Fee and Administration Charge payable in respect of each of the Claims from any Refund received for any one of those Claims.
- 6.12** If HMRC incorrectly sends a Refund directly to You or a third party, We will:
- contact HMRC and ask that the Refund is reissued to Us in accordance with the Nomination Form; or
 - send You an invoice for Our Success Fee and Administration Charge which You will pay immediately.
- 6.13** If HMRC offers or pays the Refund to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to calculate the Success Fee.
- 6.14** Where Our Fees remain unpaid, We may take steps, including but not limited to legal action, to recover the unpaid Success Fees and other charges due under this Agreement. We reserve the right to charge for costs incurred in recovering unpaid Success Fees and other charges due under this Agreement.
- 6.15** You agree to provide us with Your Bank details via a secure method to enable Us to pay You Your Refund less our Success Fee
- 6.16** If You ask Us to re-issue a cheque We have sent to You, there will be a charge of £15.00, inclusive of VAT. Where the value of the cheque is under £15.00 You will not be required to pay Us any more than the amount of the Refund. We will not charge You if We have made a mistake that requires Your cheque to be re-issued.
- 6.17** We will take reasonable steps to ensure You receive any money due to You. Following the issue of a Refund cheque, if Your cheque is not cashed within 12 months and We do not receive any contact from You, We will close Your file and You agree for Us to pay the outstanding monies to a charity of Our choice.
- 6.18** If HMRC determine that a Refund has been made incorrectly and ask for it to be paid back. We are under no obligation to Refund Our Success Fee in this instance.
- 6.19** You will under no circumstance make a request to HMRC to cancel the Nomination Form

7. LIMITATION OF LIABILITY

- 7.1** The advice which We give to You is for Your sole use and does not constitute advice to any third party to whom You may communicate it.
- 7.2** Our liability under these Terms of Engagement, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause. The total amount of Our liability is limited to the total amount of the Success Fee payable by You under the Agreement.
- 7.3** We will provide the professional services outlined in these Terms of Engagement with reasonable care and skill. However, We will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising:
- from the supply by You or others of incorrect, inaccurate, misleading or incomplete information;
 - from the failure by You or others to supply any appropriate information;
 - from Your failure to act on Our advice or respond promptly to communications from Us or the tax authorities;
 - where You have an outstanding debt with HMRC, or a debt is identified by HMRC during the course of their investigation of the Claim; and/or
 - where HMRC has information that is different to that provided by You.
- 7.4** You agree that We are not liable for any penalties that HMRC may issue for late or inaccurate filings except to the extent that We have negligently caused the delay or inaccuracy.
- 7.5** We take no responsibility for informing You of any fines or penalties set by HMRC where We reasonably believe that HMRC has also contacted You directly.
- 7.6** Applicable Law - Our Agreement is governed by and construed in accordance with the laws of the UK & Wales. The UK Courts will have exclusive jurisdiction in relation to any Claim, dispute or difference concerning this engagement letter and any matter arising from it.
- 7.7** Contracts (Rights of Third Parties) A person who is not party to this agreement, shall have no right under the Contracts to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to any related law.

8. CANCELLATION

- 8.1** You have a Cooling-Off Period of 14-days from the date We receive Your signed Claim Form, during which You may cancel Your Claim at no charge.
- 8.2** You acknowledge by signing Our Claim Form that Your right to a 14-day Cooling-Off Period is waived if Your Claim has been approved by HMRC and a Refund has been approved within this 14-day period.
- 8.3** After the expiry of Your 14-day Cooling-Off Period, a Cancellation Fee of £25.00, inclusive of VAT, will apply.
- 8.4** Your Claim cannot be cancelled under any circumstance once it has been accepted by HMRC and a Refund has been approved.
- 8.5** We may at Our sole discretion cancel this Agreement at any time, but We will act reasonably in taking such a decision. We will promptly notify You if We decide to cancel this Agreement.

9. COMPLAINTS, GOVERNING LAW AND PROFESSIONAL INDEMNITY INSURANCE

- 9.1** You can make a complaint about Our service via Our internal complaints procedure by email: complaints@theclaimsguyslegal.com, by telephone on 0161 260 0810 or by post to The Claims Guys Legal, Hamilton House, Church Street, Altrincham, Cheshire, WA14 4DR. You can also find a copy of Our complaints procedure at www.theclaimsguyslegal.com.
- 9.2** Should You remain unhappy with Our service, You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service, by email: enquiries@legalombudsman.org.uk, by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when You found out about the problem.
- 9.3** Each party irrevocably agrees that any proceedings relating to any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Agreement to Proceed or its subject matter or formation instituted against You by The Claims Guys Legal shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any proceedings instituted against The Claims Guys Legal by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.
- 9.4** We maintain professional indemnity insurance in accordance with the obligations set by the Solicitors Regulation Authority. Cover is in place with multiple participating insurers under Policy number(s) UKSOL2000582 and UKSOL2000772. Further details of this insurance is available upon request to Us