

# TERMS OF SERVICE

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We try to keep our Terms and Conditions simple, easy to understand and avoid too much legal jargon. That way, we hope you'll read them in full and have a better understanding of our relationship. You agree to these terms and conditions by using any of our services. If you have any queries about what these terms and conditions mean, please contact us.

## 1. Definitions

1.1 In these Terms and Conditions, "We", "Us", and "Our" refer to ClaimingMadeEasy, a trading style of Approved Claims Group Ltd, with registered office at 20-22, Wenlock Road, London, N1 7GU.

1.2 "You" and "Your" refers to you or your nominated representative using Our services on your behalf and services provided via Our website, ClaimingMadeEasy.com, that require you to enter personal information.

1.3 "Claim" refers to the overall process of You instructing Us to recover overpaid tax from HMRC.

1.4 "Claim Form" refers to the signed instruction You have given Us to act on Your behalf to recover any overpaid tax from HMRC.

## 2. Terms

2.1 Professional Rules and Practice Guidelines. We will observe the standards for HMRC agents as set out in their Feb 2016 publication and updated Jan 2018.

2.2 We will recover any tax You have overpaid in the tax years stated on the claim form.

Overpayments of tax can arise from many factors including, but not limited to:

2.2.1 Not having the correct expenses in Your tax code (such as an allowance for uniform).

2.2.2 Being put on an incorrect tax code or any other coding errors.

2.2.3 Being taxed when Your income was below the tax-free personal allowance.

2.2.4 Being emergency taxed in a new job.

Our fee will apply to any tax You have overpaid due to any of the reasons above.

2.3 We will usually submit Your claim to HMRC for processing within ten days of Your completed claim form being signed; however, We do not guarantee this. It may take longer than ten days to submit Your claim to HMRC during busy periods.

2.4 Where further information or clarification is required concerning any aspect of Your claim, We will always try to contact You; however, We reserve the right not to contact You, and instead:

2.4.1 Cancel Your claim.

2.4.2 Put Your claim on hold indefinitely

2.4.3 Remove any parts of Your claim in question before submitting it to HMRC.

2.5 The time scale to process Your claim can vary. Please use the 'Where's My Reply' tool on the HMRC website for the most accurate estimate.

2.6 HMRC may request further information from You to process Your claim. 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 due to You not doing this.

### **3. Our Fees**

3.1 We agree to work on a no win, no fee basis.

3.2 We will receive refunds from HMRC on Your behalf and deduct charges in accordance with Our fee before making payment to You.

3.3 Our fee is 48% (inclusive of VAT) of any refund We obtain for You.

3.4 A minimum fee of £25 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.

3.5 Our charges apply to all refunds received including, but not limited to those relating to employment expenses. Please refer to the following section below for more information on this.

3.6 If a refund of tax 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 a claim You have made with Us, Our fee as outlined in 2.2 and 2.3 will apply on the entire refund.

3.7 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 may consider issuing a full refund of Our fee but are under no obligation to do so.

3.8 If You ask Us to re-issue a cheque We have sent to You, We will charge You a £20 fee. Where the value of the cheque is under £20, You will not be required to pay Us any more than the refund amount. We will not charge You this fee if We have made a mistake that requires Your cheque to be re-issued.

3.9 Following the issue of a refund cheque. If We do not hear from You after a further 12 months and Your cheque remains un-cashed, We will close Your file, and You agree that We can dispose of Your refund as We see fit, including to a charity of Our choice.

## **4. Your Obligations**

4.1 You agree to cooperate with Us so that We can provide the services in accordance with Our obligations.

4.2 You must grant any permissions, consents, or otherwise that We need and give Us access to any relevant information and any other matters We need to provide the services.

4.3 You agree to provide the information that We ask for promptly and 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. Our Obligations**

5.1 We will accurately process all the information You provide to Us and take all actions necessary to provide Our Services as quickly as possible.

5.2 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 possible if We decide not to provide a Service.

5.3 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 tax refund claim.

## **6. What We Claim Back For You**

6.1 When You claim with Us, it is a general claim for an overpayment of tax and not a claim for a specific expense such as a uniform.

6.2 We will recover any tax You have overpaid in the tax years stated on the claim form. Overpayments of tax can arise from many factors including, but not limited to:

6.2.1 Not having the correct expenses in Your tax code (such as an allowance for uniform).

6.2.2 Being put on an incorrect tax code or any other coding errors.

6.2.3 Being taxed when Your income was below the tax-free personal allowance.

6.2.4 Being emergency taxed in a new job.

6.3 Our fee will apply to any tax You have overpaid as a result of any of the reasons above.

## **7. Our Obligations In Processing Your Claim**

7.1 We will usually submit Your claim to HMRC for processing within one working day of Your completed claim form being signed online from our website "ClaimingMadeEasy" however, We do not

guarantee this. It may take longer than one working day to submit Your claim to HMRC during busy periods.

7.2 Where further information or clarification is required in relation to any aspect of Your claim, We will always try to contact You; however We reserve the right not to contact You, and instead:

7.2.1 Cancel Your claim.

7.2.2 Put Your claim on hold indefinitely.

7.2.3 Remove any parts of Your claim in question before submitting it to HMRC.

7.3 We reserve the right to submit Your claim to HMRC as it is and will not be held liable for any errors that result in HMRC issuing an incorrect refund of tax or Your claim being refused altogether.

7.4 We reserve the right to make any required amendments to Your claim form prior to submitting it to HMRC.

7.5 Claims take an average of between 6-12 weeks to process once submitted to HMRC. This timescale is a guide only, and during busy times can take longer.

7.6 HMRC may request further information from You 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 due to You not doing this.

## **8. Disclaimer**

8.1 ClaimingMadeEasy is not responsible for the refund of tax or the rejection of a claim where:

8.2 The customer has provided information which that is false, incorrect, inaccurate, insufficient or misleading in any way.

8.3 The customer has already applied for and/or received a tax refund before claiming with Us.

8.4 The customer owes money to HMRC.

8.5 HMRC has information that is different to that provided by You.

8.6 If HMRC determines that a refund of tax has been made incorrectly and ask for it to be paid back. We are under no obligation to refund Our fee in this instance; however, We will do so where possible.

8.7 You are aware that You can submit a claim directly to HMRC for free; however, by claiming with Us, You agree to use Our services to recover any overpaid tax.

## **9. Cancelling Your Claim**

9.1 We reserve the right to cancel Your claim at any stage without any obligation of providing You with a reason.

9.2 You have a cooling-off period of 14-days from the date You signed Your agreement, during which You may cancel Your claim at no charge.

9.3 Your claim cannot be cancelled under any circumstance once it has been accepted by HMRC, and a refund has been approved.

9.4 You acknowledge by signing up to Our service 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.

9.5 After the expiry of Your 14-day cooling off period, You can still cancel at no charge, but Your claim cannot be cancelled under any circumstance once it has been accepted by HMRC and a refund has been approved.

## **10. Data Protection And Money Laundering**

10.1 For full details of how We process Your data, please refer to Our Privacy Policy located at <https://claimingmadeeasy.com/privacy-notice/>

10.2 Any personal data You provide to Us will only be used to carry out Our Services.

10.3 We may contact You by using any contact details You have provided. You can ask Us not to send You any information on Our offers or services at any time by contacting Us at [support@claimingmadeeasy.com](mailto:support@claimingmadeeasy.com)

10.4 To comply with Money Laundering Regulations, We may be required to verify Your identity before We can provide the relevant service to which this legislation applies.

10.5 By making a claim with Us, You agree that We may use the services of a third-party agency to verify Your identity. This search is similar to those performed by price comparison websites and does not impact Your credit rating (although the search may be visible on your credit file).

10.6 In instances where We cannot verify Your identity, We may ask for additional documentation from You (such as passport, driving licence etc). We reserve the right to withhold any payment due to You until Your identity has been confirmed.

## **11. Liability And Indemnity**

11.1 Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause. Our liability is limited to the total amount of Fees payable by You under the Contract.

11.2 Under no circumstances will We be held liable for any penalties You have incurred in relation to a Tax Return if there is no agreement in place for Us to file the Tax Return for You.

## **12. Severance**

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **13. Law And Jurisdiction**

These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

## **14. Complaints**

Most of Our clients receive excellent service, and We are proud of Our commitment to quality and Our dedication to customers. With thousands of clients every year, occasionally, We might not get it right. Also, if You are not satisfied with any aspect of Our performance, We would like to know about it. We want to put it right and prevent it from happening again. Please email [support@claimingmadeeasy.com](mailto:support@claimingmadeeasy.com) and let a member of Our staff know as soon as possible. In the majority of cases, Your complaint will be resolved immediately. Please follow Our Complaints Process below if You wish to take it further.

### **Complaints Process**

Please inform a member of Our staff that You wish to discuss Your issue with Our Customer Care Team. Your contact details will be taken to arrange a phone call at a convenient time. Before Your phone call, a member of the Customer Care Team will speak with the member of staff involved in the matter and collate Our notes of the issues and decisions at each stage.

The Customer Care Team will then try to deal with the issue by; establishing what has happened so far, and who has been involved clarifying the nature of the complaint and what remains unresolved clarifying what You feel would put things right when the course of action has been decided and carried out, We will confirm with You that the issue has now been resolved and the complaint is closed.

If You want to make a formal complaint instead, please write to the Senior Refund Manager at ClaimingMadeEasy, Springfield House, Water Lane, Wilmslow, SK9 5BG. Your complaint will be acknowledged in writing within five working days of its receipt. The reply will include information about how the issues raised will be dealt with and a written commitment to send a formal, written response within a further 21 working days.