

# TERMS OF ENGAGEMENT

LAST MODIFIED: 18th Jan 2023 (Version 3.0)

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. Introduction

This letter sets out the basis on which we are to act for you in relation to your claim for a tax rebate from HMRC

1. Who we are acting for: We are acting for you as your assigned tax agents.
2. Period of engagement: This engagement will start with immediate effect.

## 2. Our Service To You

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.
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.
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.

## 3. Your Responsibilities: Provision of Information by You

1. You agree to co-operate with us so that we can provide the Services in accordance with our obligations.
2. 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.
3. 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.

## 4. 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.

1. When you make a claim with us, it is a general claim for an overpayment of tax and not a claim for a specific expense.
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:
  - a. Not having the correct expenses in your tax code (such as an allowance for uniform).
  - b. Being put on an incorrect tax code or any other coding errors.
  - c. Being taxed when your income was below the tax-free personal allowance.
  - d. Being emergency taxed in a new job.
3. Our fee will apply to any tax you have overpaid as a result of any refund from HMRC.
4. We will usually submit your claim to HMRC for processing within a timely manner according to business circumstances.
5. We reserve the right to remove, amend or expand any parts of your claim before submitting it to HMRC, if we become aware of any inaccuracies or obtain further information as part of our due diligence and investigations into the validity of your claim.
6. 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.
7. 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.
8. 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 to not contact you, and instead:
  - a. Cancel your claim.
  - b. Put your claim on hold indefinitely
9. The timescale to process your claim can vary. We aim to resolve claims as per the timescales provided by HMRC of 6-8 weeks, however, on some occasions this has extended to 24-months. We are not responsible for the delays to your claim caused by HMRC. For the most accurate estimate, please use the 'Where's My Reply' tool on the HMRC website. You can access this here: <https://www.gov.uk/guidance/check-when-you-can-expect-a-reply-from-hmrc>

## 5. Fees

We will receive refunds from HMRC on your behalf and deduct charges in accordance with our fee, prior to making payment to you.

1. Our standard fee is 48% inclusive of VAT where applicable of any refund we obtain for you.
2. A minimum fee of £30 inclusive of VAT where applicable 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. Our charges apply to all refunds received. Please refer to the following section below for more information on this.
4. 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 the claim we have made on your behalf our fee, as outlined in clauses 5.1 and 5.2 will apply on the entire refund.
5. 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. If you ask us to re-issue a cheque, we have sent to you, we will charge you a £19.99 fee. Where the value of the cheque is under £19.99, you will not be required to pay us any more than the amount of the refund. We will not charge you this fee if we have made a mistake that requires your cheque to be re-issued.
7. Upon receipt of a refund payment from HMRC, we will send you digital communications within a twenty-one-day period for you to provide your personal banking information, allowing us to make a BACs transfer to you. Furthermore, after 90 days, if we have not received your personal information for an electronic transfer, we will attempt to contact you by a variety of different methods. For

this we will charge you an admin fee of £60. We will continue to contact you every 30 days to a maximum of 360 days or until the balance outstanding on your account has reached £0, whichever occurs first.

## 6. Limitation of liability

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.

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. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
2. We will provide the professional services outlined in this letter 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 or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.
3. Applicable Law - This engagement letter is governed by and construed in accordance with the laws of the U.K & 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.
4. 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.

## 7. Cancellation

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. However, if your claim has been submitted to HMRC. Please refer to 5.II

1. 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.
2. Your claim cannot be cancelled under any circumstance once it has been accepted by HMRC, and a refund has been approved.
3. By signing this documentation you understand that while Approved Claims Group Ltd will make every effort to recall your application, but this may not be possible.

## 8. Receipts of Personal Data

To meet our contractual commitments to you, we use several companies / services / data processors to help us perform our legitimate interests, these are;

- Approved Claims Group Ltd
1. • We may also contact you via SMS and Email. You will be given the option to unsubscribe and opt-out each time we contact you. If an unsubscribe request is received and you have requested to opt out, you will be added to a suppression list which will prevent any further communication being received directly from us as the sender. You allow us up to 48 hours for these requests to be fully actioned. You will however, need to ensure you have opted out from all our affiliates, subsidiaries, partners, or any third party list you may have opted in to as a result of our contractual agreement.
  2. • By signing this agreement you agree to be opt-ed into all affiliates listed above and are happy to receive communication from Approved Claims Group Ltd regarding any third parties as well as receiving communication directly from a listed company above.
  3. • You agree that Approved Claims Group Ltd are not responsible for any loss; financial or otherwise, resulting from any direct dealing you may have with our affiliates and partners or any other third parties as a result of us introducing you to, or sharing you data with them.
  4. • Passing of any additional information, from you, financially or otherwise; to any third parties or out affiliate partners, is at your own discretion and we shall not be held liable.

## 9. Agreement of Terms

1. You authorise ClaimingMadeEasy T/A Approved Claims Group Ltd (12552579) to act as your agent in dealing with all your tax affairs, including the submission of refund or credit claims, allowances or reliefs. You confirm that all documentary evidence of entitlement to credits/ reliefs claimed and taxable incomes sources, will be held for a period of 6 years beginning at the end of the year of assessment to which the return of income and / or claim relates by you, unless otherwise stated and provided by you to Approved Claims Group Ltd. You understand that you agree to all terms above and acknowledge that this agreement will remain in place until such time as either party, the client or the agent, has notified HMRC in writing of their wish to cancel this agreement.