

Terms of Service 2

By agreeing to proceed with a claim, you are agreeing to these Terms of Service.

1. DEFINITIONS

- 1.1 References to 'We', 'Us' and 'Our' refer to The Tax Refund Team which is a trading style of Fredrick Edwards Associates Limited
- 1.2 References to 'You' and 'Your' refers to the person named on our Letter of Authority
- 1.3 'Payment' refers to the amount refunded by HMRC inclusive of any money paid to reduce any outstanding unpaid taxes and includes any interest
- 1.4 'Services' refers to the services Provided by us in accordance with these Terms of Service
- 1.5 'Letter of Authority' refers to the original authority you signed for the free check to be completed. That forms part of this agreement in respect of your claim against HMRC and confirms acceptance of these Terms of Service

2. YOUR OBLIGATIONS

- 2.1 You will grant any permissions, consents or otherwise that we need and must give us access to any relevant information required to provide our service under this agreement

3. WHAT WE WILL RECOVER FOR YOU

- 3.1 When you make a claim with us, it is a general claim for overpayment of tax, it is not specific to one product, such a uniform tax
- 3.2 We will recover any tax you have overpaid in the previous 4 tax years. Overpayments of tax can arise from many factors including, but not limited to:
 - Not having the correct expenses in your tax code
 - 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 when you changed job

4. OUR RESPONSIBILITIES IN PROCESSING YOUR CLAIM

- 4.1 We will use the information you have provided to assess and process your claim
- 4.2 We will submit your claim to HMRC once your 14 day cancellation period has expired
- 4.3 Where further information is required in relation to any aspect of your claim, we will try to contact you to obtain this
- 4.4 Communication can be by text, email, phone call and letter
- 4.5 We reserve the right to submit your claim to HMRC as it is and will not be held liable for any errors provided by you. These could result in an incorrect refund of tax or your claim being rejected
- 4.6 We reserve the right to make any required amendments to your claim prior to submission to HMRC
- 4.7 Claims usually take an average of 12 weeks to process once submitted to HMRC. This timescale is a guideline only and is not a guarantee we will receive a response within 12 weeks
- 4.8 Where HMRC have requested further information to support your claim, where possible, we will help you obtain this information however the ultimate responsibility to provide the information is yours. We will not be responsible for any delays in your claim as a result of you not providing the information in a timely manner

5. DISCLAIMER

- 5.1 We are not responsible for the refund of tax where you have provided information that is false, inaccurate, insufficient or misleading in any way

- 5.2 If HMRC confirm that a refund of tax has been made incorrectly and ask for it to be paid back, we will investigate why they are asking for the money to be repaid and will decide if we will refund our fees
- 5.3 You are aware that you can submit a claim to HMRC yourself for free however you have agreed to use our services to recover any overpaid tax to you

6. YOUR ESTIMATED REFUND

- 6.1 When you agree to submit your claim through us, we may provide you with an estimate of how much you could receive. This estimate is not a guarantee of how much you will receive
- 6.2 We will not be held liable for any instances where the actual refund is less than the estimated amount or if your claim doesn't result in any refund at all
- 6.3 We do not advise you to make any financial commitments based on any estimate given. We will not be held liable for any loss or hardship you incur, financial or otherwise, as a result of you doing so

7. OUR FEES

- 7.1 No fees will be charged to you if your claim is unsuccessful, as long as you have co-operated
- 7.2 Where a claim is successful, we will charge a fee of 40% + VAT or £35 + VAT (whichever is the greater) in respect of any rebate/redress
- 7.3 If the value of your refund is less than £42, we will limit our fees to the value of your refund. We reserve the right to not contact you if this applies
- 7.4 You agree that HMRC may pay the payment directly to Fredrick Edwards Associates Limited on your behalf. We will then deduct our fee and pay the balance directly to you
- 7.5 If you receive payment direct from HMRC or the funds are paid back to a debt, you agree to pay our invoice within 14 days of receipt
- 7.6 If HMRC advise us you have instructed another Company to claim back you refund, we will charge you the fees stated above to cover the cost of the work we have carried out
- 7.7 When we receive your refund, we will try to contact you. If we cannot contact you within 6 months from the date of receiving your refund, we reserve the right to retain the refund
- 7.8 If we have sent you an invoice and it remains unpaid for more than 14 days, we reserve the right to charge you a Late Payment Fee of £30 + VAT to cover the cost of chasing the outstanding payment
- 7.9 If, 7 days after we have charged you a Late Payment Fee, payment is still outstanding, we reserve the right to charge interest to any amount overdue at the rate of 4% per annum above Lloyds Bank Plc's current base rate. The interest will accrue daily from the payment due date until the date of actual payment of the overdue amount. You must pay the interest together with any overdue amount. We also reserve the right to charge you a Collections Fee if your debt has been overdue for more than 28 days to cover the cost of chasing the overdue payment. We also reserve the right to outsource or sell your debt to a Third Party if it remains outstanding for more than 3 months. If this happens, additional fees may be added to the debt

8. COMMENCEMENT, VARIATION AND TERMINATION

- 8.1 This agreement can be terminated by either party, with immediate effect, by giving notice in writing
- 8.2 We will not charge any fees for cancellation as long as cancellation is received, in writing, within 14 days of the Contract Started email being sent by us
- 8.3 If you wish to terminate this agreement, and the Contract Started email was sent more than 14 days prior, but before we have received an offer of payment or rejection letter from HMRC, you agree to pay us a Cancellation Fee of £60 + VAT

- 8.4 If you wish to terminate this agreement after we have received an offer of payment from HMRC, you agree to pay the fees detailed in clause 7.2
- 8.5 If you are asked to supply information or documents to support your claim and these are not provided within 28 days of our initial request, we will assume you are terminating our services without written notification and will pursue the fees detailed in clause 8.3
- 8.6 If it is confirmed you have provided false or misleading information, we reserve the right to close your claim and charge you an Administration Fee of £60 + VAT to cover our costs
- 8.7 These terms of Service may be varied or superseded at any time. We will publish any variation to these terms on our website

9. DATA PROTECTION AND MONEY LAUNDERING

- 9.1 For details of how we process and store your data, please refer to the Privacy Policy published on our website
- 9.2 In order for us to comply with Money Laundering Regulations, we may perform an identity check to confirm you are who you say you are.
- 9.3 You agree that we may use the services of a third party agency to carry out this check. This search is similar to those carried out by price comparison websites and does not impact your credit score (although a search may be visible on your credit file)
- 9.4 In some instances, we may ask you to provide proof of your identity documents to us (such as driving licence, passport etc). We reserve the right to withhold any payment to you until your identity has been confirmed

10. LIABILITY AND IDEMNITY

- 10.1 We will not, in any circumstances, be liable to you for loss of profits, revenue or other types of economic loss, loss of business contracts, loss of anticipated savings or goodwill, losses arising from loss of data, any losses that arise other than directly and naturally from a breach of contract, or other losses, which a court holds to be consequential, special or indirect, any losses suffered by you arising from a claim against you by a Third Party for any of the aforementioned types of loss
- 10.2 We will not be liable if such losses are due to provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than us
- 10.3 We will have no other liability of any nature, whether in contract, tort or otherwise for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of service
- 10.4 Nothing in these Terms of Service will exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot be lawfully excluded

11. SEVERENCE

- 11.1 If one or more of these Terms of Service is found to be unlawful, invalid or otherwise unenforceable, that/those terms will be deemed to be severed from the remainder of these Terms of Service and the remaining terms will remain valid and enforceable

12. APPLICABLE LAW

- 12.1 These Terms of Service shall be governed by and construed in accordance with English and Welsh Law
- 12.2 The Courts in England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms of Service and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those

Courts, to claim the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction