

Terms of Engagement

Total Tax Claims Limited

Between Total Tax Claims Ltd (“Us”, “We”, “Ours”), and (“You, Yours”)

1. OUR SERVICES

1.1 What we will do:

(a) We will prepare the documentation needed into order to apply for the transfer of the Marriage Allowance, from one person to another, and endeavour to create a tax rebate on your behalf.

(b) We will, where applicable, generate a claim form using the information supplied during the original application for the ease of HMRC to process your claim.

(c) Where we assess that there is a valid potential claim for a marriage allowance related Tax Refund Claim, then, subject to these Terms of Engagement, we will submit your claim to HMRC. HMRC may also check for overpayments of Tax and/or conduct a full review of your previous four tax years.

1.2 OBLIGATIONS OF TOTAL TAX CLAIMS LIMITED

(a) We will undertake to process all information provided and verified by you, your spouse or civil partner in order to allocate any unused Marriage Allowance from one party to another.

(b) We will not undertake an audit or obtain third party verification of any information provided to us.

(c) At Total Tax Claims Limited we are proud of our reputations with HMRC and other Parties. In order to maintain our reputation, we reserve the right to stop acting for you at any time if, in our opinion, continuing to act for you may jeopardise this reputation. If we decide to cease acting, we will not charge a fee for any services undertaken.

2. OBLIGATIONS OF YOU

(a) It is your responsibility and that of your spouse or civil partner to ensure that all information and declarations provided to Total Tax Claims Limited are true, accurate and correct. You must remember that HMRC will hold you wholly responsible and liable for any incorrect information provided.

(b) It is your obligation and that of your spouse or civil partner to disclose to Total Tax Claims Limited all of your earning, income or gains for each of the tax year that a Marriage Allowance transfer is being applied for, together with any debts owing to HMRC.

(c) You, your spouse or civil partner agree to co-operate fully with Total Tax Claims Limited at all times and provide any and all information that we reasonably require.

(d) You, your spouse or civil partner will be responsible for the repayment of any tax refund received from HMRC where it is found that the information provided in order to secure a repayment is found by HMRC to be incorrect. In this case, Total Tax Claims Limited will still be entitled to a fee for the service that it has provided.

(e) You agree that, where requested by us for the purposes of providing the Services to you, you will enter into such written documents as may reasonably be required to give us authority to:

(i) make such Data Subject Access Requests in accordance with Article 15 of the retained EU Law version of the General Data Protection Regulation;

(ii) undertake such soft credit checks, as may be reasonably necessary for us to provide the Services

3. TAX REBATE AND FEES

3.1 Our services are provided on a “No-Win, No-Fee” basis. This means that;

(a) There will be no charge to you where our Initial Assessment is that no potential claim for the relevant type of tax refund from HMRC exists; and

(b) There will be no charge to you in the event that we make a tax refund claim to HMRC as your nominee or as your agent (where relevant) and that specific tax refund claim is unsuccessful.

3.2 Our fee will be due and payable in the event that a tax refund is authorised by HMRC.

(a) By signing the Declaration to Act, in favour of Total Tax Claims Limited, Ensign Advisory Ltd, Touchstone Consulting Group Ltd, Tax Claims 4 U Ltd or any agent of our choice, you unconditionally and irrevocably instruct HMRC to release, assign and repay to Total Tax Claims Limited, Ensign Advisory Ltd, Touchstone Consulting Group Ltd, Tax Claims 4 U Ltd or any agent of our choice.

(b) Where any tax rebate is sent directly to you by HMRC without explicit approval or authority of Total Tax Claims Limited, or our selected representative, you agree to pay to us our agreed fee within 7 days. Where you fail to make payment to us within 7 days of receipt of the rebate, we reserve the right to undertake all legal means for recovery of our fee.

(c) We never charge an upfront fee and will only be entitled to a fee if payment is released.

(d) You will receive 100% of the increase to your household net income going forwards, once the Marriage Allowance tax break is in place. This is approximately £250 per year. This is done at no cost.

(e) Our fee of 42% inclusive of all charges plus £100 admin fee of the total HMRC repayment, is payable, if a payment released. Example
• Refund Received- £1000.00, Fee charged @ 42%: £420.00, Admin Fee @ £100.00, Total Fee (Inclusive of all charges) £520.00, Consumer Receives: £480.00. Where no payment is released you do not have to pay us anything.

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(f) You agree and acknowledge, that our fee will be retained from the rebate that we receive from HMRC and the difference will be repaid to you by cheque. The cheque will be made payable to the person who has generated the rebate and posted to the address entered when completing the application process.

(g) If after 6 months the cheque remains uncashed or your Anti money laundering check is still outstanding due to you not providing us with the relevant documents, we will cancel the cheque and/or be entitled to retain all of the monies received from HMRC and dispose of as we see fit.

(h) Should you require a further cheque to be issued, we will be entitled to charge a fee of £15.

(i) If any of the tax rebate obtained is used by HMRC to meet any other tax liability that you may have, our fee will be based on the amount of the tax rebate generated not the amount actually repaid and received by us.

(j) If you have applied for the Marriage Allowance transfer (either directly or via another business) and HMRC issue a rebate to us as a result of the claim we have made on your behalf, we will still be entitled to charge a fee for the work that we have undertaken. The fee will be the same as mentioned above. For whatever reason a refund is created by HMRC whilst our authority is in place for both customers (transferor and recipient) the full fee of 42% inclusive of all charges and £100 admin fee will be payable per refund.

(k) Once we have received payment from HMRC we will conduct our Anti Money Laundering checks. Once passed, we will send a cheque out to you for the remaining balance after our fees have been deducted within 35 days.

4. LIMITATION OF LIABILITY

4.1 The services that we undertake for you, your spouse or civil partner are limited to the transfer of the Marriage Allowance.

(a) We shall not be liable to you, your spouse or civil partner whether in contract, tort, breach of statutory duties, misrepresentation or otherwise for any loss or damages which maybe suffered or incurred as a result of but not limited to; our complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with Anti-money Laundering legislation and circumstances beyond our reasonable control (for example any outages or delays suffered by HMRC).

(b) Our total liability to you, your spouse or civil partner shall be limited to five times the fee payable for the service that we have agreed to undertake.

(c) By agreeing to us acting on your behalf, you, your spouse or civil partner agree to this limitation and you should consider the fairness of this limit before entering into this agreement.

5. COMPLAINTS

5.1 We will always aim to provide an exceptional

service. However, if at any time you become unhappy with the service, we are committed to resolving your complaint as quickly as possible.

(a) In the event that you wish to make a complaint please contact us by emailing info@totaltaxclaims.com

6. DATA PROTECTION

6.1 We take your rights to privacy very seriously. All personal information that we may collect and hold will be collected, used and held in accordance with the provisions of the Data Protection Act 2018. For your part, you, your spouse or civil partner agree to the storing of this data for the provisions of the services that we have agreed to undertake.

7. CANCELLATION POLICY

7.1 Where you are engaging our Services online you have a period of 14 days from the Commencement Date during which you may change your mind and cancel the contract between us for the Services. If you cancel after 14 days you will be charged a fee of £200. If HMRC have offered a refund for any reason before you have cancelled, the full fee will be payable of 42% inclusive of all charges and £100 admin fee.

7.2 You can cancel within 14 days after initially signing up by writing to our address or emailing us free of charge at info@totaltaxclaims.com

8. OTHER

8.1 We reserve the right to assign our rights and responsibilities under this contract to a third party, for example, if we sell our business. In this event you will be informed by us in writing.

8.2 You agree to indemnify us and hold us harmless for any actions, claims, demands, costs (including reasonable legal costs), expenses, losses, damages or liabilities of any kinds that we incur as a result of, or in connection with performance of the services, including the submission of the Marriage Allowance Tax Claims on your behalf, save for where such loss is caused as a result of negligence.

8.3 Should HMRC make any enquiries into your claim, we will not be party to these communications and responding or dealing with such enquiries, this will fall outside the scope of our services. We will not be responsible for responding to any enquiries without prior written instructions from you.

8.4 We may ask you for proof of identity and your home address for Anti-money Laundering purposes. For this purpose, we may;

(a) Undertake a soft credit reference search. In order for us to use this service, we must inform you that the details you supply to us may be checked against any database (public or otherwise). Your details may also be used in the future to assist other companies for verification purposes. A record of the search will be retained. This will not adversely affect your credit rating.

8.5 Any correspondence received from HMRC after

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The completion of your claim, it is your responsibility to act on or contact us.

8.6 We reserve the right to not act after your claim is completed, unless, you have instructed us to do so and this is agreed in writing by ourselves.

8.7 In the event that HMRC contact us after a refund has been made to advise us that the refund was made incorrectly; we will forward all correspondence to you and it will be your responsibility to communicate with HMRC and to return any incorrectly paid refund to HMRC; and you acknowledge that you will not be entitled to a refund for our charges.

9. SELECTED REPRESENTATIVE

9.1 Total Tax Claims Limited have selected the following agent to process the claims;

Touchstone Consulting Group Ltd, Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG.

Sign below to confirm that:

- All of the information you have provided is true and accurate; and
- You have read these Terms of Engagement and agree to be bound by them; and
- You acknowledge and agree that we may not be able to perform the Services unless and until we have received all supporting information and written authority documents as may reasonably be required by us in accordance with these Terms of Engagement. Accordingly, you agree:
 - to provide to us such further information in relation to the potential tax refund claims as we may reasonably require in order to perform the Services; and
 - to enter into such written documents as may reasonably be required to authorise us to:
 - make Data Subject Access Requests in accordance with Article 15 of the retained EU Law version of the General Data Protection Regulation (EU 2016/679) in relation to the potential tax refund claims that are the subject of our Initial Assessment; and/or;
 - Undertake soft credit checks on you;
 - Where relevant, submit a Marriage Allowance Claim form on your behalf;
 - Where relevant, submit a Tax Form 64-8 (Authoring your agent) on your behalf.

Name:		Name:	
Signature:		Signature:	
Date:		Date:	