

## **Terms and Conditions**

### **Your Marriage Allowance Claim**

Thank you for choosing Total Tax Claims Limited to act on your behalf in respect of your marriage allowance claim we value your business and appreciate you as a client.

### **Terms and Conditions**

These terms and conditions ("Terms") apply to all services provided by Total Tax Claims Limited (trading as "Marriage allowance agency") a limited company registered in Ireland under company number 699364 at Unit 5 Parkside Close, Balgriffin, Dublin 13 (also referred to in these terms as "Total Tax Claims Limited", "we", "us" or "our")

### **Services**

We will prepare the documentation needed in 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. Where applicable, we will generate a claim form using the information supplied by you during your original application for the ease of HMRC to process your claim. We will apply for the Marriage Allowance to be transferred for all eligible tax years that have passed. HMRC may also check for overpayments of Tax and/or conduct a full review of your previous 4 tax years. Where a payment is paid in result of this, our fee will be payable also. By signing the Terms and Conditions you agree to this.

### **Obligations of Total Tax Claims Limited**

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. We will not undertake an audit or obtain third party verification of any information provided to us. 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. At Total Tax Claims Limited we are proud of our reputation 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 decided to cease acting, we will not charge a fee for any services undertaken.

### **Obligations of you**

It is your obligation and that of your spouse or civil partner to disclose to Total Tax Claims Limited all of your earnings, income or gains for each of the tax years that a Marriage Allowance transfer is being applied for together with any debts owing to HMRC. Total Tax Claims Limited cannot know what any earnings, income or gains have been and will not be held liable for any incorrect information provided. 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. 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 services that it has provided.

## **Tax Rebate and Fees**

By signing the Declaration to Act, in favour of Total Tax Claims Limited, Ensign Advisory LTD, Touchstone Consulting Group 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 or any agent of our choice. Where any tax rebate is sent directly to you by HMRC without the explicit approval or authority of Total Tax Claims Limited, 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. We never charge an upfront fee and will only be entitled to a fee if a payment is released. 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. 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. 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. If after 6 months the cheque remains uncashed or your Anti money laundering check is still outstanding, we will cancel the cheque and be entitled to retain all of the monies received from HMRC and dispose of as we see fit. Should you require a further cheque to be issued, we will be entitled to charge a fee of £15. 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. 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. 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.

## **Limitation of Liability**

The services that we undertake for you, your spouse or civil partner are limited to the transfer of the Marriage Allowance. 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. Our total liability to you, your spouse or civil partner shall be limited to five times the fee payable for the services that we have agreed to undertake. 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.

## **Complaints**

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

## **Data Protection**

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 1998. For your part, you your spouse or civil partner agree to the storing of this data for the provision of the services that we have agreed to undertake.

## **Cancellation Policy**

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](mailto:info@totaltaxclaims.com) 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.

## **Other**

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. 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 kind that we incur as a result of or in connection with performance of the services including the submission of the Marriage Tax Claims on your behalf save for where such loss is caused as a result of our negligence. Should HMRC make any enquiries into your claim, we will not be a party to these communications and responding or dealing with such enquiries will fall outside the scope of the services. We will not be responsible for responding to any enquiries without prior written instructions from you. We may ask you for proof of identity and your home address for anti-money laundering purposes. For this purpose, we may also be undertaking 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 Any correspondence received from HMRC after the completion of your claim is your responsibility to act on or contact us. 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. In the event that HMRC contact us after a Refund has been made to tell 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.

**Selected representative**

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 to process the claims

If you agree to our terms of business, please sign the attached.

Yours sincerely Marriage Allowance Claim Team, Total Tax Claims Limited.

Name

Signed:

Date:

Reference :

Name:

Signed:

Date: