

## Terms and Conditions of Service

These terms and conditions of service (“Terms”) apply to all services provided by Calvis Estate Planners Ltd, a limited company registered in England and Wales under company number 12297127 with a registered address of Whyfield, Truro Business Park, Threemilestone, Truro, Cornwall, England, TR4 9LF (also referred to in these terms as “Calvis”, “Calvis Estate Planners”, “we”, “us” or “our”).

These terms and conditions of service apply to services received by either party (“Client”) as detailed in our application forms (also referred to as “you” and “your”).

### Services

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

We will apply for the Marriage Allowance to be transferred for all eligible tax years that have passed. This service may result in a change to your tax code meaning all future years will have the Marriage Allowance transferred until you notify HMRC of a change to either of your circumstances.

We are acting for you only in relation to the above-named service and the application we propose to HMRC on your behalf. On completion of that application whether successful or otherwise our relationship will end, we will not continue to act for you in any other capacity unless otherwise stated, we are not entering in to an ongoing business relationship.

### Obligations of Calvis Estate Planners

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 Calvis Estate Planners are true, accurate and correct. You must remember that HMRC will hold you wholly responsible and liable for any incorrect information provided.

At Calvis Estate Planners 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 anytime 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 Calvis Estate Planners

Once your initial claim is completed for the back dated Marriage Allowance Calvis Estate Planners will no longer act as your agent with HMRC.

### Your Obligations

It is your obligation and that of your spouse or civil partner to disclose to Calvis Estate Planners 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. Calvis Estate Planners 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 Calvis Estate Planners 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, Calvis Estate Planners will still be entitled to a fee for the services that it has provided.

You, your spouse or civil partner will keep HMRC updated with changes to your circumstances that mean you are no longer eligible to receive the Marriage Allowance for any years following your tax code successfully being changes with HMRC.

You agree for us to act for both parties as agents with HMRC to enable us to complete this transaction on your behalf.

You agree that Calvis Estate Planners will put in place a Deed of Assignment for the historic years we are claiming. The deed of assignment assigns all refunds for the years affected to Calvis Estate Planners wholly, payments for refunds for these years will be sent direct to Calvis Estate Planners from HMRC.

#### Tax Rebate and Fees

By signing the Marriage Tax Allowance Transfer Request (whether digitally online or with wet signature), in favour of Calvis Estate Planners, you unconditionally and irrevocably instruct HMRC to release, assign and repay to Calvis Estate Planners any tax rebate arising.

Where any tax rebate is sent directly to you or a third party by HMRC without the explicit approval or authority of Calvis Estate Planners, or your tax code is changed by HMRC in place of issuing the rebate, you agree to pay to us our agreed fee within 7 days. We reserve the right to undertake all legal means for recovery of our fee where you fail to make payment to us within 7 days of receipt of the rebate or the change to your tax code.

Our fee will be 35 percent of any tax rebate obtained from HMRC plus an administration charge of £83.33, regardless of what the rebate relates to, plus VAT. VAT will be applied to our fee at the prevailing rate currently 20%. Gross fees including VAT 42% of the total rebate amount received plus £100 administration fee.

You agree and acknowledge that our fee, including VAT, 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, we will cancel the cheque and be entitled to retain all of the monies received from HMRC.

Should you require a further cheque to be issued we will be entitled to charge a fee of £15 plus VAT.

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 fees charged will be as detailed above.

#### Your Right to Cancel

You may cancel your application with us up to and including 14 days from the date our agreement commenced. If we have already submitted your application to HMRC we will cancel our application with them, remove our authorisation to act as your agent and give our consent for our Deed of Assignment to be removed. The cancellation letter to HMRC will be sent by post.

#### 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@calvis.co.uk](mailto:info@calvis.co.uk)

#### Governing Laws

These terms shall be governed by the courts and laws of England and Wales and all parties consent to the exclusive jurisdiction of the English courts to settle any dispute or claim arising.

#### 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 2018. 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. For further information on how we treat your data please see our privacy policy on our website.

#### 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.