

Terms and Conditions

These terms and conditions ("Terms") apply to all services provided by Tax Claim Helpdesk Ltd, a limited company registered in Ireland under company number 715592 at Creative Spark, Clantygara Drive, Muirhevnamor, Dundalk, County Louth, A91 HF77 (also referred to in these terms as "TCHL", "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. In addition, we will make a general claim to obtain a tax rebate for any overpaid tax, regardless of how it has arisen. We will appoint a HMRC agent to submit the claim and liaise with HMRC on your behalf. From time to time we will appoint different HMRC agents to act on your behalf. If we do this then the terms in this document will remain the same but for the HMRC agent acting on your behalf.

Our main HMRC agent we will instruct, and use is Check My Group Limited (company number 12273452) of Bradford Chamber Business Park, New Lane, Bradford, BD4 8BX to make the claim on your behalf.

We will apply for a tax rebate for all eligible tax years that have passed. For future tax years we will automatically apply each year for the Marriage Allowance to be transferred (and for a general tax rebate) until you advise us or the HMRC agent we instruct that you no longer wish us to act on your behalf.

You are aware that you can submit a claim directly to HMRC yourself. By using our services you are agreeing for us to act on your behalf and instruct a HMRC agent to recover any overpaid tax or tax due to you.

Obligations of Tax Claim Helpdesk

We will undertake to process all information provided and verified by you, your spouse or civil partner.

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 Tax Claim Helpdesk Limited are true, accurate and correct. You must remember that HMRC will hold you wholly responsible and liable for any incorrect information provided.

The HMRC agents we instruct are proud of their reputation with HMRC and other parties. In order to maintain their reputation they reserve the right to stop acting for you at any time if, in their opinion, continuing to act for you may jeopardise this reputation. If they decide to cease acting, we will not charge a fee for any services undertaken.

Obligations of Check My Group or an agent on your behalf that we instruct

Check My Group Limited or an agent on your behalf will operate the customer service for your claim, take calls and deal with the queries from HMRC. It will also respond to HMRC on your behalf. It will use all reasonable endeavours to deal with your claim expeditiously and in a timely manner.

Check my Group Limited or an appointed agent is responsible for processing your claim, this will include but not be limited to:

1. Dealing with queries from you by telephone or in writing
2. Dealing with queries with HMRC by telephone or in writing
3. Process your cheque
4. Provide you with a refund after deducting fees
5. Managing your claim as it sees fit
6. Work on your claim generally until your claim is concluded i.e. when a refund is obtained or where HMRC confirm you are not entitled to anything.

Check My Group Limited or an appointed agent will provide all the information which you provide to process your claim. You are expected to provide honest and straightforward information to us. Check My Group, or an appointed agent will be responsible for processing this information which you provide.

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Your obligations

1. It is your responsibility to:
 - a. Ensure that you are eligible to make a claim and that all information you provide is complete and accurate;
 - b. Co-operate with us in all matters relating to the services; and
 - c. Provide us with such information and materials as we may reasonably require in order to supply the services.
 - d. Ensure that the information HMRC hold for you are correct and up to date.
2. If our ability to perform the services is prevented or delayed by any failure by you to fulfil any obligation listed in these terms and conditions (Default):
 - a. We will be entitled to suspend performance of the services until you remedy your Default, and to rely on Your Default to relieve us from the performance
 - b. Of the services, in each case to the extent Your Default prevents or delays performance of the services;
 - c. We or our HMRC agents will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the services; and
 - d. It will be your responsibility to reimburse us or our HMRC agents on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Default.
 - e. We are not responsible for delays outside our control. If our supply of the services are delayed by an event outside our control then we or our HMRC agents will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We or our HMRC agents will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.
3. What will happen if you do not give required information to us or our HMRC agents.
 - a. We or an agent appointed on your behalf may need certain information from you so that it can supply the services to you as outlined in these terms. If so, this will have been stated on our website. We will contact you in writing to ask for this information. If you do not give us or the HMRC agents appointed on your behalf this information within a reasonable time of asking for it, or if you give incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We or the HMRC agents will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving information needed within a reasonable time of asking for it.

Eligibility

- a. By submitting an application form to us you instruct us to appoint Check My Group or different an agent on your behalf to process your claim for all previous years you were eligible for the marriage allowance.
- b. We or Check My Group may ask you for proof of identity and home address for anti-money laundering purposes. For this purpose, we or our HMRC agent will also be undertaking credit reference search. In order 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.
- c. To be eligible to make a claim for marriage allowance you will need to be either married or in a registered civil partnership. The eligibility criteria for making a claim can be found on the HMRC website: <https://www.gov.uk/marriage-allowance>.
- d. By submitting a claim for the marriage allowance the person not paying income tax agrees to transfer up to 10% of their personal tax free allowance to the other person. This means that the person paying income tax at 20% will be paying less tax each year until you contact HMRC to tell them of any change of circumstances.

Nominee and Agent

You agree to allow Tax Claim Helpdesk to instruct an agent of our choice. The agent will be the agent who you will sign your claim form on behalf of.

In this instance it will be Check My Group Ltd (Check My Group), a company registered at Companies House under Company Number 12273452, registered at Bradford Chamber Business Park, New Lane, Bradford, BD4 8BX.

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By signing the claim form in favour of our agent, you agree for Check My Group to act as your choice of Nominee in dealing with HMRC. This will result in HMRC sending the refund directly to the agent appointed.

Check My Group will simply:

- a. Check and submit your claim to HMRC;
- b. Liaise with HMRC on your behalf to deal with queries and for the purpose of fulfilling the Terms of this agreement;
- c. Process your payment as Nominee as described in these Terms.

Tax Rebate and Fees

By signing the Declaration to Act in favour of Check My Group Limited, you unconditionally and irrevocably instruct HMRC to release and repay to Check My Group Limited any tax rebate arising.

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

The fee payable to TCHL will be 42 percent and an admin fee of £120 of any tax rebate obtained from HMRC, regardless of what it relates to.

You agree and acknowledge that the fee will be retained from the rebate that Check My Group Limited or any agent appointed receives from HMRC and the difference will be repaid to you. The repayment will be made to the person who has generated the rebate and, if paid via cheque, posted to the address entered when completing the application process.

If after 6 months the cheque remains uncashed or you fail to meet Check My Group's Anti Money Laundering requirements to release payment, we will cancel any cheque issued and be entitled to retain all of the monies received from HMRC.

Should you require a further cheque to be issued there will be a fee of £24.00.

If any of the tax rebate obtained is used by HMRC to meet any other tax liability that you may have, the fee will be based on the amount of the tax rebate generated not the amount actually repaid and received by Check My Group or an appointed agent.

If you have applied for a tax rebate (either directly or via another business) and HMRC issue a rebate to us as a result of the claim Check My Group or an appointed agent has made on your behalf, TCHL will still be entitled to charge a fee for the work undertaken. The fee will be 42 percent plus £120 Admin fee of any rebate obtained.

You will not be charged any fees by Check My Group or any appointed agent as they are contracted by TCHL to complete their obligations as a HMRC tax agent.

Cancellation

We will usually forward your claim to Check My Group or agent of our choice within 24 hours of receiving a completed and signed online application. The HMRC agent will usually submit the application to HMRC within 48 hours of receiving the paperwork.

You may request that your application is cancelled prior to submission to HMRC. Your claim cannot be cancelled once it has been submitted to HMRC.

Limitation of Liability

The services that we undertake for you, your spouse or civil partner are limited to obtaining a tax rebate from HMRC.

We or our HMRC Agents 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.

The 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.

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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 your HMRC agent in the first instance by emailing clientservices@checkmygroup.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 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.

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.

Other important terms

1. We may transfer this agreement to someone else.
 - a. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. You need our consent to transfer your rights to someone else.
 - a. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

I/We have read and accepted Tax Claim Helpdesk's Terms & Conditions and give them full authority to carry out a data subject access request on my/our behalf. You should only sign this document if you have read it and agree to its contents.

Applicant 1

Signature

Today's Date

Applicant 1 (if applicable)

Signature

Today's Date

Tax Claim Helpdesk

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