

## Terms and Conditions

These terms and conditions (“Terms”) apply to all services provided by Mortgagesmiths LTD (trading as “My Marriage Tax”) a limited company registered in England and Wales under company number 12445910 at Unit 2 Manor Mills, Manor Road, Leeds LS11 9AH (also referred to in these terms as “Mortgagesmiths”, “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 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 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 recover any overpaid tax.

## Obligations of Mortgagesmiths LTD

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

At Mortgagesmiths LTD 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.

## 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.
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

of the services, in each case to the extent Your Default prevents or delays performance of the services;

- b. we 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
- c. it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Default.
- d. 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 will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We 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.

We may need certain information from you so that we can supply the services to you. 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 this information within a reasonable time of us asking for it, or if you give us 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 will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it

## ELIGIBILITY

4. By submitting an application form to us you instruct us to process your claim for all previous years you were eligible for the marriage allowance.
5. We may ask you for proof of identity and home address for anti-money laundering purposes. For this purpose, we will also be undertaking 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.
6. 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>.

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.

## What is a Deed of Assignment?

A Deed of Assignment is a standard form that grants permission for a third party to carry out a tax refund on your behalf. This third party deals with HMRC directly in your name in order to claim any tax refund due to you.

By signing a Deed of Assignment, you agree for any tax refund due to you to be paid to the third party acting in your name. They will then deduct their fee and you will receive the outstanding balance.

After signing a Deed of Assignment, there is a cooling off period of 14 days from the date the application is submitted within which you as the taxpayer may cancel the contract. This must be done in writing to the third party.

To cancel a Deed of Assignment after the cooling off period, both you as the taxpayer and the third party must agree in writing for the assignment to be revoked. This must be signed by both parties before being sent to HMRC. Some third parties charge an admin fee after the cooling off period.

#### Tax Rebate and Fees

By signing the Declaration to Act and our Letter of Assignment, in favour of Mortgagesmiths LTD, you unconditionally and irrevocably instruct HMRC to release, assign and repay to Mortgagesmiths LTD any tax rebate arising.

Where any tax rebate is sent directly to you by HMRC without the explicit approval or authority of Mortgagesmiths LTD, 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 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 our fee will be retained from the rebate that we receive 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, 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 £24.

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 a tax rebate (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 42 percent plus £120 Admin fee of any rebate obtained.

#### Cancellation

We will usually submit your claim to HMRC within 24 hours of receiving a completed and signed online application.

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 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@mymarriagetax.co.uk](mailto:info@mymarriagetax.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.
3. Nobody else has any rights under this contract (except someone you pass your guarantee on to).

- a. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 4. If a court finds part of this contract illegal, the rest will continue in force.
  - a. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 5. Even if we delay in enforcing this contract, we can still enforce it later.
  - a. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. Continue to provide the products, we can still require you to make the payment at a later date.
- 6. Which laws apply to this contract and where you may bring legal proceedings.
  - a. These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of our services in either the Northern Irish or the English courts.

# Marriage Allowance Transfer, Deed of Assignment & Form 64-8

## SECTION 1 – DECLARATION AND CLAIM

HMRC REFERENCE:

Under s.55b ITA 2007 myself, , detailed below, would like to transfer 10% of my personal tax allowance to my partner, under the marriage allowance scheme for the applicable years stated below.

**Any overpayments due must only be paid by cheque or BACS to Mortgagesmith LTD**

### FOR OFFICE USE ONLY

Applicable tax years:

2018/2019  2019/2020  2020/2021  2021/2022

## SECTION 2 - (TRANSFEROR)

Full Name:

Address:

Postcode:

### Total Earnings:

For the tax year 2018/2019, were you unemployed or earning less than £11,850?  YES  NO

For the tax year 2019/2020, were you unemployed or earning less than £12,500?  YES  NO

For the tax year 2020/2021, were you unemployed or earning less than £12,570?  YES  NO

For the tax year 2021/2022, were you unemployed or earning less than £12,570?  YES  NO

National Insurance Number:

Date Of Birth:

Date Of Marriage:

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D	D	M	M	Y	Y	Y	Y
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D	D	M	M	Y	Y	Y	Y
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## SECTION 2A - DEED OF ASSIGNMENT

I, claim repayment of the amount owed to me and unconditionally assign the amount due for the tax years shown on the right to:

Mortgagesmith LTD

Applicable tax years:

2018/2019  2019/2020  
 2020/2021  2021/2022

HMRC Reference:

Please quote on all correspondence

Full Name:

Date:

Signature ()

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D	D	M	M	Y	Y	Y	Y
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## SECTION 3 - (RECIPIENT)

Full Name:

### Total Earnings:

For the tax year 2018/2019, was your income between £11,851 and £46,350?  YES  NO

For the tax year 2019/2020, was your income between £12,501 and £50,000?  YES  NO

For the tax year 2020/2021, was your income between £12,571 and £50,270?  YES  NO

For the tax year 2021/2022, was your income between £12,571 and £50,270?  YES  NO

National Insurance Number:

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Date Of Birth:

D	D	M	M	Y	Y	Y	Y
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## SECTION 3A - DEED OF ASSIGNMENT

I, claim repayment of the amount owed to me and unconditionally assign the amount due for the tax years shown on the right to:

Mortgagesmith LTD

Applicable tax years:

2018/2019  2019/2020  
 2020/2021  2021/2022

HMRC Reference:

Please quote on all correspondence.

Full Name:

Date:

Signature ()

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D	D	M	M	Y	Y	Y	Y
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## SECTION 4 - FORM 64-8 (AUTHORISING YOUR AGENT)

We, and detailed above, authorise HMRC to disclose information to: **Mortgagesmiths Limited, Unit 2, Manor Road, Leeds, LS11 9AH. Agent Code – HY4208.** We agree that the nominated agent has agreed to act on our behalf as individual tax payers in relation to our tax affairs. This authorisation is limited to Pay As You Earn and Self Assessment.

Signature and date ()

Signature and date ()

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