

Terms and conditions of Business - Urban Nu Limited trading as Consumer Claims Bureau

These terms and conditions of Business are intended to apply to all services provided by Urban Nu Ltd trading as Consumer Claims Bureau (also referred to as “we”, “us” or “our”), a limited company registered in England and Wales under company number 10938077 with a registered address of 9-11 Marsden Road, Bolton, England BL1 4AA (now and in the future) unless otherwise agreed provided to you, your spouse or civil partner (“Client”).

Services

We provide tax rebate services in respect of any overpayment of tax for the years as stated within the claim form/application form completed by you or following your instruction in respect of marriage tax rebates/allowance and/or in respect of tax deductions of any personal savings allowance and/or any work-related tax rebates. We will prepare the documentation required in order to apply for the tax rebate. By submitting an application form to us you are instructing us to process your claim for all previous years you were eligible for the marriage allowance. We may decide that a claim is not eligible when reviewing a claim form and/or we may determine that a claim is invalid; if this is the case, we will inform you of the same, however we reserve the right to not submit the claim to HMRC in these circumstances. We also reserve the right to refuse to continue to act for you if following a submission of a claim/application form we deem that to continue to act for you may cause harm to our reputation and/or our relationship with HMRC. Under no circumstances shall we be held responsible or liable for any damages as a result of any decision we make not to submit a claim or application on your behalf to HMRC. In respect of marriage tax rebates/allowance we will apply for the marriage tax allowance to be transferred for all eligible tax years that have passed. You should be aware that the services that we provide may result in a change in your tax code meaning in respect of marriage tax rebates/allowance that for all future years you will have the marriage allowance transferred until you notify HMRC that no transfer should take place.

Our Responsibilities

We shall take all reasonable steps to pursue your tax rebate claim with HMRC to include processing all information and documentation received by you, your spouse or civil partner however we will not be responsible for undertaking any audit of the information provided and you, your spouse or civil partner at all times confirm that the information/documentation that you, your spouse or civil partner provide to us will be accurate and correct. It is your obligation to ensure that you include within any claim/application form and/or provide us with all of your and your spouses or civil partners income to include your earnings, income or gains for each tax year that a marriage allowance transfer is being applied for together with any debts owing to HMRC. We confirm that we shall not be held liable for any incorrect information provided. We do not provide advice on finances, accounts, taxation or legal implications nor do we act as an HMRC tax agent.

Your Responsibilities

To co-operate fully with us in progressing your claim, to provide prompt, honest and accurate instructions, to provide full disclosure of all information relevant to you and/or your spouses or civil partners income to include your earnings, income or gains for each tax year that a marriage allowance transfer is being applied for together with any debts owing to HMRC. You, your spouse or civil partner agree to deal with all enquiries and/or communications made of or received by you from HMRC following submission of a claim/application form for a marriage tax rebate/allowance within a reasonable time frame. We confirm that we will not be responsible for responding to any enquiries made by HMRC in relation to your claim. You, your spouse or civil partner warrant that no claim for marriage allowance has already been submitted to HMRC for you, your spouse or civil partner for the current or any previous tax year(s). By completing a claim/application form you warrant that you have obtained the express consent of your spouse or civil partner to utilise our services and you agree to indemnify us completely in respect of 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 your failure to obtain such consent. In accordance with our internal client identification and verification procedures we may require you to provide us with ID documentation in the form of your passport or driving licence and proof of your address that is less than 3 months old. This may be by way of bank statement, utility bill or equivalent. We may also need to undertake for the purpose of our anti-money laundering process credit reference searches for you, your spouse or civil partner. By agreeing to these terms and conditions you are agreeing to our undertaking a credit reference search as appropriate and agreeing that you have the express consent of your spouse or civil partner for a credit reference search to be carried out on

their behalf. We must inform you that the details you provide to us may be checked against any database (public or otherwise). A record of each search will be retained. This will not adversely affect your credit rating.

Charges and Expenses

We will charge you a Fee of 35% plus VAT of any tax rebate obtained from HMRC plus an administration fee of £50 inclusive of VAT regardless of what the rebate relates to. VAT will be applied to our fee at the prevailing rate, which is currently 20%. By agreeing these Terms and Conditions you are granting us the power to act on your behalf in relation to the recovery of any tax deducted from any compensation payments and the submission of an R40 form to HMRC. By agreeing to these Terms and Conditions you are also agreeing to assign to us (transfer ownership to us) any monies we recover on your behalf from HMRC in respect of your Marriage Tax Allowance claim. You therefore agree and acknowledge that our fee, including VAT, will be retained by us from the rebate that we receive from HMRC and the difference will be repaid to you. The payment of the difference will be paid to the person who has generated the rebate and in the case of payment of the difference being made by way of cheque, will be posted to the address used when completing the claim/application form. We require that you promptly pay our fee, no later than 7 days after you receive your tax rebate (if you are paid direct) and/or no later than 14 days after receipt of any invoice from us. We will raise an invoice for our charges once we receive confirmation from HMRC that a tax rebate is due. You authorise us to act as your nominee by agreeing to these terms and conditions in respect of the recovery of any tax deducted from your compensation payment to HMRC meaning that you are giving authority to HMRC to make payment of any refund(s) due directly to Urban Nu Limited trading as Consumer Claims Bureau. If, after 6 months, any cheque sent to you, your spouse or civil partner remains uncashed, we will cancel the cheque and be entitled to retain all of the monies received from HMRC. Should you require any further cheque to be issued we will be entitled to charge a fee of £25 plus VAT. We will off-set any amounts received from HMRC which have been deposited in our nominated bank account against your invoice before paying any surplus to you via cheque, Post Office Payable Order or bank transfer, at our discretion, within 30 days of cleared funds having been received from HMRC.

If you fail to make payment of our charges by the date they are due then you will have to pay interest on the overdue sum from the due date of payment of the overdue sum, such interest accruing each day at 4% a year above the Bank of England's base rate from time to time.

If any of the tax rebate obtained is used by HMRC to meet any other tax liability that you, your spouse or civil partner may have, our fee will be based on the amount of the tax rebate generated and not the amount actually 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 the fee detailed above 35% plus VAT of any rebate obtained plus a £50.00 administration fee inclusive of VAT.

We must advise you that you can pursue your claim for recovery of any tax rebate or tax deducted from any compensation claim yourself directly with HMRC. Please note that Urban Nu Limited trading as Consumer Claims Bureau do not offer any guarantee about the outcome of your case but can confirm you will not be charged should there not be a successful outcome.

Timescale

In the more straight forward cases, we anticipate a settlement of your case within 4 to 6 months of instructing us. Please note that this is an estimated timescale only and completion of your claim within this time period is not guaranteed.

Your Authority For Us To Make Deductions From Your Compensation

By agreeing to be bound by these terms and conditions of business, you authorise HMRC to release to us any compensation or tax recovered on your behalf. You further authorise Urban Nu Limited trading as Consumer Claims Bureau on successfully pursuing your claim to deduct from your rebate received sent to us by HMRC the amount payable to us as referred to above in respect of our Charges and Expenses.

Data Protection

The privacy and security of your personal information is very important to us. Any personal information submitted to us will be subject to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and any legislation enforced within the UK in order to comply with GDPR, unless required to do so by law or a professional body, we will not disclose any personal data to any other person or organisation without the required consent unless otherwise agreed to by you and as stated within these terms and conditions.

We want to assure you that your client information will be properly managed, protected and respected. You can be assured any information you provide us will be used strictly in accordance with the terms laid out in this statement. This privacy statement explains how we collect and use your client personal information, what choices you have and other important information. You can find our full privacy statement on our website www.consumerclaims bureau.com

Complaints Procedure

Whilst we expect that you will be satisfied with the service we provide, if you feel that you have cause for criticism or complaint in respect of any aspect of the service provided by this firm to include a complaint about our bill, you are entitled to complain, and we would invite you to address your complaint initially, in writing, to Mr. Michael Banjo, (a Director) or by telephone for immediate consideration so that any appropriate action can be taken without delay.

Cancellation

Under the Consumer Contracts Regulations 2013 you have a legal right to cancel your contract within a period of 14 days after the date you submit your claim/application form to us or alternatively agree to these terms and conditions. By agreeing to these terms and conditions however you are agreeing to allow us to carry out work on your claim within this 14-day period. Once we have forwarded your claim/application form on to HMRC or once we have completed our services you cannot change your mind, even if the time period is still running at that time.