



## Terms & Conditions

These terms and conditions (“Terms”) apply to all services provided by Tax Claim Helpdesk Ltd, a Company registered in Ireland under registration number 715592 at Creative Spark, Clontygora Drive, Muirhevnamor, Dundalk, County Louth A91 HF77 (also referred to in these Terms as “Tax Claim Helpdesk”, “we”, “us” or “our”).

By signing the Letter of Authority/P87 HMRC form, you agree to allow an agent of our choice to process your claim. These Terms will dictate the services and expectations on all parties during the claim process.

## Your Working From Home Tax Claim

Thank you for choosing Tax Claim Helpdesk to act on your behalf in respect of your working from home tax claim.

You are aware you can submit a claim yourself directly to HMRC. By using our services you are agreeing for us to act on your behalf. You are also agreeing to carry out this service based on the Terms set out in this agreement.

By providing us the relevant information you instruct us to appoint a HMRC tax agent process your claim for your tax working from home tax claim.

## Services

Tax Claim Helpdesk will gather the necessary information required to submit your claim to HMRC. We will consider whether you have a valid claim with the information you provide and that you are eligible to claim.

It is your responsibility to provide accurate information. The information you provide will be relied on by us, HMRC and any agent we use to process your claim.

We will then nominate a HMRC agent of our choice to submit the claim to obtain a tax rebate for any overpaid tax, regardless of how it has arisen.

An application will be made to apply for a tax rebate for all eligible tax years that have passed.

## Obligations of Tax Claim Helpdesk

Tax Claim Helpdesk will undertake to process all the information you provide. We will use all reasonable endeavours to ensure the information you provide is complete and ready to pass to an agent of our choice.

We will not verify the information you provide, you agree to answer all questions honestly and they must be true reflection of your circumstances. We are in no way responsible for any incorrect information you provide. You understand to take full responsibility of this.

## Tax Claim Helpdesk

Creative Spark, Clontygora Drive Muirhevnamor, Dundalk County Louth, A91 HF77

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## Obligations of you towards Tax Claim Helpdesk Ltd

It is your responsibility to ensure that all information and declarations provided are true, accurate and correct. You must remember that HMRC will hold you wholly responsible and liable for any incorrect information provided.

It is your responsibility to ensure that you are eligible to make a claim and that all information you provide is complete and accurate, that you co-operate with Tax Claim Helpdesk in all matters relating to the services and provide as much information and materials as reasonably required in order to supply the services.

If the ability to perform the services is prevented or delayed by any failure by you to fulfil any obligation listed in these Terms, we have the right to suspend and terminate our services. We will not be responsible for any loss caused to any party as a result.

You will need to supply certain information so that the services can be supplied to you. You will be contacted in writing or over the telephone to ask for this information. If you do not give this information within a reasonable time of asking, or if you give incomplete or incorrect information, your contract can be terminated, and/or additional charges may apply from time to time, which you will be responsible for. If this causes any delay, then Tax Claim Helpdesk cannot be held responsible for supplying the services late or not supplying any part of them.

By submitting an application form you instruct Tax Claim Helpdesk to appoint an agent of our choice to submit your claim for all previous years you were eligible for, for the working from home tax claim.

You agree to the fees set out in these Terms.

## Anti-Money Laundering Checks

1. You may be asked to prove your identity and home address for anti-money laundering purposes. For this purpose, a credit reference search may also be required. In order to do this, the details you supply 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.

## 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.

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In this instance it will be Check My Group Ltd (Check My Group), a company registered at Companies House under Company Number 1227352, registered at Office 33, Bradford Chamber Business Park, New Lane, Bradford, BD4 8BX.

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:

- Check and submit your claim to HMRC;

- Liaise with HMRC on your behalf to deal with queries and for the purpose of fulfilling the Terms of this agreement;

- Process your payment as Nominee as described in these Terms.

#### Tax Rebate and Fees

By signing the claim form, you instruct HMRC to release and repay any rebate arising to Check My Group or any agent of our choice.

Where any tax rebate is sent directly to you by HMRC without the explicit approval or authority of us or our agent, you agree to pay the agreed fee within 7 days. Failure to pay will result in legal means for recovery of the fee where you fail to make payment within 7 days of receipt of the rebate.

The fee of 36% inclusive of all charges plus £36 admin fee of the total HMRC repayment is payable if a payment is released.

You agree and acknowledge that the fee will be retained from the rebate that is received from HMRC and the difference will be repaid to you by cheque by our agent. 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
- your Anti money laundering check is still outstanding,
- if you do not comply with the anti-money laundering (AML) check
- if you do not return ID once requested, and have not done so for 6 months,

the cheque will be cancelled and the money will be retained which is received from HMRC and will be disposed of it as we see fit.

Should you require a further cheque to be issued Check My Group or any nominated agent will be entitled to charge a fee of £20.00.

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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 our agent.

If you have applied for the working from home tax claim (either directly or via another business) and HMRC issue a rebate to our agent as a result of the claim made on your behalf, a fee for the work carried out by Check My Group or any agent of our choice will still be payable. The fee will be the same as mentioned above.

Once a payment is received from HMRC, a cheque will be sent out to you for the remaining balance after the fee has been deducted.

You will not be responsible for paying Tax Claim Helpdesk the fees due to them. Our nominated agent will be responsible for paying Tax Claim Helpdesk the balance of the fees due to them.

#### Limitation of Liability

The services that are undertaken for you are limited to obtaining a tax rebate from HMRC. Tax Claim Helpdesk Ltd or the nominated agent, shall not be liable to you whether in contract, tort, breach of statutory duties, misrepresentation or otherwise for any loss or damages which maybe suffered or incurred. By agreeing to act on your behalf, you agree to the limitations and it is your responsibility to consider the fairness of this limit before entering into this agreement.

#### Complaints

The aim is to provide an exceptional service. However, if at any time you become unhappy with the service, Tax Claim Helpdesk is committed to resolving your complaint as quickly as possible. In the event that you wish to make a complaint please use the following email; [info@taxclaimhelpdesk.co.uk](mailto:info@taxclaimhelpdesk.co.uk) to express any concerns.

#### 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

Your rights to privacy are taken very seriously. All personal information that is collected used and held will be in accordance with the provisions of the General Data Protection Regulations and any legislation from time

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to time in force in the UK. For your part, you agree to the storing of this data for the provision of the services that are being agreed to in these Terms.

#### Cancellation Policy

All reasonable steps will be taken to 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.

If you cancel after 14 days you will be charged a fee of £50.00.

If HMRC have offered a refund for any reason before you have cancelled, the full fee will be payable of 36% inclusive of all charges and £36 admin fee.

If you wish to revoke our agents authority as Nominee you can do so by contacting HMRC directly.

#### Other

Tax Claim Helpdesk Ltd and the nominated agent reserves the right to assign its rights and responsibilities under this contract to a third party for example, if the business is sold. In this event you will be informed in writing.

You agree to indemnify Tax Claim Helpdesk and the nominated agent and hold the parties harmless for any actions, claims, demands, costs (including reasonable legal costs), expenses, losses, damages or liabilities of any kind that is incurred as a result of or in connection with performance of the services including the submission of the working from home tax claims on your behalf save for where such loss is caused as a result of the parties' negligence.

Any correspondence received from HMRC after the completion of your claim is your responsibility to act on.

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