

## Tax Refund Terms & Conditions

These are the Terms and Conditions that govern your Contract with Direct Redress Limited. In these Terms:

- “we” “our” and “us” refers to Direct Redress Limited. We set out our contact details in section 14.
- “you” and “your” refers to any person who has accepted these Terms.

Please read these Terms carefully.

### 1. Contract

1.1 A contract will be created upon safe receipt by us of your application following your online submission where you have confirmed you have read and agreed to our Terms.

1.2 Upon the entering in to of a contract, both you and we will be bound by these Terms and we will commence the Services.

### 2. Tax Refunds

2.1 Following an application completion your Claim will be reviewed by a Direct Redress Tax Specialist.

2.2 We will submit your Claim to HMRC if it satisfies our initial assessment. Our submission of your Claim is not a guarantee of a Refund or a specific Refund amount.

2.3 If we decide not to submit your Claim, we may write to you and inform you of our decision. A decision not to submit your Claim is not indicative of any potential outcome should you choose to submit it independently.

2.4 We will apply for a marriage allowance tax rebate for all eligible historic tax years that have passed. For future tax years we will notify you of the new claim to be made and obtain a new authority signature from you, if required. We will then apply to HMRC for the next new tax year that has passed 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. By using our services, you are agreeing for us to act on your behalf and recover any overpaid tax.

2.5 If your circumstances change, and you are no longer eligible for marriage allowance you, must notify us and we will notify HMRC.

### 3. Letter of Assignment

3.1 You authorise HMRC to send your refund directly to us, where we will deduct our fee and forward the balance of your refund to you.

3.2 We reserve the right to remove the Letter of Assignment for an admin fee of £60 inc VAT.

### 4. The Tax Agent Authority

4.1 If you sign the Tax Agent Authority, we:

- Will act as your sole Tax Agent until the Tax Agent Authority is replaced or removed.
- Will receive and process correspondence regarding your tax details from HMRC.
- Will correspond with HMRC on your behalf to resolve issues related to your Claim.

4.2 Termination of the Tax Agent Authority:

- You may, at any time, terminate or request that we terminate the Tax Agent Authority. However, this may affect our ability to manage your Claim(s) as we will no longer be able to communicate with HMRC to discuss your Claim(s) and address any issues that may arise. Please refer to section 9 for our cancellation policy.
- You will be charged a cancellation fee of £149 (including VAT) for work conducted to the point where a claim is cancelled after the 14 Day Cooling off Period but before your claim with HMRC has concluded.
- Where we receive a cancellation instruction after the date of offer from HMRC, our full fee will apply.

### 5. Your Acknowledgements and Responsibilities

5.1 You acknowledge that at the time of entering and for the duration of the Contract with us:

- You wish for us to perform the Services as detailed in your application.
- You are not aware of any reason you cannot enter the Contract with Direct Redress Limited.
- All information you provide to us is true, accurate, and complete.
- You are solely responsible for verifying your eligibility for any expenses or allowances detailed in a Claim.
- Your overall case includes a general claim to HMRC for any overpayment of tax in the Claim Period, in addition to the Marriage Tax Allowance claim we are making on your behalf.
- By signing the digital application, you consent to our pursuit of your Claim.

5.2 If any of your personal details change, you must inform us without undue delay. You acknowledge that failing to do so may affect your Refund or our ability to make payments to you. Any delay in doing so may result in a delay in our ability to pay sums to you.

5.3 We ask that you provide any and all relevant information we may request without delay, including proofs of identity and address should they be required.

5.4 You may adversely affect or delay your Claim by appointing another Tax Agent to act on your behalf or by contacting HMRC directly to request any Refund related to your Claim. You will be charged a cancellation fee of £149 (including VAT) for work conducted to the point of Agent transfer.

5.5 You must provide honest, accurate and correct details of your marriage and circumstances.

5.6 You accept that you may have to pay back any money received where the claim was based on incorrect information provided by you. If that happens, you will have no right to claim back any money from Direct Redress, including our fee, unless we have made an error too.

5.7 You accept that as part of providing our service we will carry out all relevant anti money laundering checks on you, as required by law.

### 6. Our Responsibilities

6.1 We will assess your claim and, if appropriate, pursue a claim for the Tax Refund on your behalf.

6.2 We will not pursue your claim if our assessment deems it to be invalid. For example, if we identify a claim of the same type has previously been submitted to HMRC.

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6.3 We will deal with all aspects of your Claim including all correspondence. On occasion it may be necessary for us to obtain further signed documentation from you to make this possible.

6.4 We will inform you of all and any offers of a Tax Refund that we receive.

6.5 We will always act in your best interests when pursuing your claim with reasonable care and skill.

6.6 We only claim overpaid tax in the UK, and we assume no responsibility for any of your tax obligations in other jurisdictions.

6.7 We may undertake financial crime checks relating to you or your Claim. If you or your Claim fail any such check, we may seek more information from you. We may be unable to perform the Services until you successfully pass these checks.

6.8 We take no responsibility to return documents that you submit in support of your Claim. Please send photocopies only and refrain from sending original pieces of correspondence. Refer to our Data Retention Policy for more information on how we will process your documents.

6.9 We are not responsible for any tax assessment or debt that HMRC may pursue as a result of your Claim.

6.10 We offer an execution only service and do not provide tax advice of any sort.

6.11 We can also help you in future years if you remain entitled to the Marriage Allowance, by processing each new claim for you, subject to our fees as detailed in section 7.

6.12 If HMRC charge a penalty for late filing or any other default. Direct Redress will have no liability with regards to paying this penalty unless it has been incurred by a fault of our doing.

6.13 If you do not provide all the relevant information we cannot be held liable for the outcome of your Tax Refund or Tax Return.

## 7. Fees

7.1 If you are due a refund following a marriage allowance application, we will charge you at 35% plus VAT of the refund amount plus an admin fee, charge dependent on the number of years involved in your claim (see 6.2), in consideration of us providing the Services.

7.2 Our admin fee is charged as follows;

i. For a 1 year claim, our admin fee is £59 inc VAT.

ii. For a 2 year claim our admin fee is £69 inc VAT.

iii. For a 3 year claim our admin fee is £79 inc VAT.

iv. For a 4 year claim our admin fee is £89 inc VAT.

v. For a 5 year claim our admin fee is £99 inc VAT.

7.3 If we receive on your behalf more than one Refund in a 12-month period (from 6<sup>th</sup> April to 5<sup>th</sup> April), we will calculate our Fees based on the cumulative value of your Refunds received in that time.

7.4 If HMRC sends a Refund directly to us we will deduct our Fees and send you a cheque for the balance of your Refund to the address provided in your application.

7.5 If HMRC incorrectly sends a Refund directly to you or a third party, we will contact HMRC and ask that the Refund is reissued to us in accordance with the Letter of Assignment or send you an invoice for our Fees.

7.6 Fees will still apply to any Claim that has concluded and resulted in a Refund should a cancellation or termination instruction be received after the date of offer by HMRC.

7.7 If HMRC sends us a payment unrelated to our Claim but is a direct result of HMRC's recalculation in response to our claim, for example a refund of overpaid Income Tax on your salary for the Tax Year, our standard fee will apply to such a payment.

7.8 If you request a replacement payment, we will cancel the original cheque (if issued) and reissue the payment to you. This may be subject to an administration fee of up to £36 (including VAT) to cover our costs including bank charges.

7.9 We may take steps, including but not limited to legal action, to recover any unpaid Fees. This may include deducting any outstanding Fees from future Refunds received from HMRC on your behalf.

7.10 We may perform security checks, including verifying your identity and/or the identity of any nominated recipients, before making a payment. We reserve the right to withhold any payments due to you until such checks have been satisfactorily satisfied.

7.11 You have 12 months from the date we issue a cheque to notify us in writing of any issues relating to your Refund or request a replacement cheque. If you fail to contact us within that time, we may be unable to review your issue or reissue a cheque.

## 8. Refer a Friend

8.1 Refer a Friend is only open to UK residents aged 18 or over.

8.2 By Referring a Friend you (the referrer) agree to be bound by these Terms and Conditions. Entering your friend/colleague's details in our Refer a Friend page on our website is considered an acceptance of these terms.

8.3 The Refer a Friend scheme applies only to Marriage Allowance claims.

8.4 How to Enter: The Referrer must complete the contact name and a valid mobile number and/or email address of their friend or colleague in to the Direct Redress Refer a Friend website page.

8.5 Referrers will receive a cheque payment of £20 for each new person they refer to Direct Redress where a valid Marriage Allowance claim is submitted and a minimum refund of £238 is issued by HMRC.

8.6 The person referred must be a new tax contact to Direct Redress Limited. If they are already a Direct Redress Limited tax client no referral payment will be made.

8.7 If the person is referred by two different referrers, only one payment will be made to whomever made the first referral, as recorded by Direct Redress.

8.8 Referral payments will be made in relation to Tax Refund claim filed by the person referred within two weeks of the claim completion and refund issued by HMRC.

8.9 All referrer cheque payments will be issued to the address registered with Direct Redress. We do not accept responsibility for the loss of payment or for any delays caused by a change of address that has not been notified to us. It is at our discretion as to whether a further cheque will be sent to the new address under these circumstances.

8.10 Direct Redress reserve the right to disqualify referrers whom we consider to have not complied with these Terms.

8.11 Direct Redress shall have the right, where necessary, to undertake any action that is reasonable to protect itself against fraudulent or invalid claims including, without limitation, to require further verification as to the identity, age and any other relevant details of the claimant.

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8.12 The person referred by the referrer must be a genuine friend or colleague. Any referral(s) made which is deemed to not be in the spirit of the Refer a Friend scheme will be disqualified and any reward payment will be void. This includes referrals made via consumer groups, third parties, syndicates, applications by macros or other automated means (such as computer(s) to circumvent this condition by, for example, the use of script, manipulation of IP addresses or the use of identities other than their own).

8.13 Our decision in this case is final and no further correspondence will be entered into following this.

8.14 Direct Redress will only use the personal information supplied by the referrer for the administration of the Refer a Friend scheme.

8.15 By entering the Refer a Friend scheme, you (the referrer) agree to release Direct Redress from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Refer a Friend scheme.

#### 9. Our Liability

9.1 If we fail to comply with these Terms, we will be responsible for reasonable loss or damage which you suffer if it is a foreseeable result of that failure. Loss or damage is foreseeable if either it is obvious that it will happen or if both parties knew it was a reasonable possibility when they entered the Contract.

9.2 We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity related to our Services.

9.3 We accept no liability for any consequential damage or loss arising from or in connection with any act or omission by us.

9.4 Notwithstanding Paragraphs 7.2 and 7.3 above and 7.5 below, we do not seek to exclude or limit our liability where such liability cannot be excluded or limited by law.

9.5 Subject to Paragraph 7.4, our total liability for any claim you have against us in connection with the Contract or otherwise (e.g. tort, misrepresentation, or restitution) shall in all circumstances be limited to the amount of your Refund (either paid to you or offset against any tax owed if applicable).

#### 10. Data Protection

10.1 Information and documentation you provide to us to enable us to perform the Services may constitute personal data under the Data Protection Act 2018 and UK GDPR. We will comply with the law as applicable.

10.2 We may pass your personal data to HMRC to perform the Services or to the extent we are legally obliged to do so.

10.3 We refer you to our [Privacy Policy](#) on the Website, in which we set out how we process your personal data, and how you may contact us regarding our processing.

#### 11. Cancellation and Termination

11.1 You have the right to cancel the Contract in any circumstances without any penalty or fees during the 14 day Cooling-Off Period.

11.2 If you request to cancel the Contract after the Cooling-Off Period, we will terminate the Contract providing no offer of refund has been issued or received. You will be charged a cancellation fee of £149 (including VAT) for work conducted to the point where a claim is cancelled after the 14 Day Cooling Off Period but before your claim(s) with HMRC have concluded. Any claim cancelled after the date of offer from HMRC will be subject to our full fee on the amount awarded.

11.3 Any request to cancel or terminate the contract must be made either in writing and sent to us or by email to [info@directredress.com](mailto:info@directredress.com)

11.4 We reserve the right to terminate the Contract at any time by giving you notice in writing, if:

- i. We discover or reasonably believe that you are using the Services fraudulently or with the intent to commit fraud or any other illegal activity.
- ii. We discover or reasonably believe that a court in England or any other part of the United Kingdom has convicted you of a crime other than a motoring offence.
- iii. We discover that you have breached any of the Terms of the Contract.
- iv. You fail a financial crime check that we may perform on you or your Claim.
- v. You refuse to assist us in performing the Services whether or not this constitutes a breach of section 4.
- vi. You threaten or abuse any member or associate of Direct Redress Limited.

#### 12. Survival Clauses

12.1 Each of the paragraphs in these Terms operates independently. If a court or relevant authority deems any of them unlawful, the remaining clauses will remain in full force and effect.

12.2 Paragraphs that survive termination of the Contract: 3 (Tax Agent Authority), 6 (Fees), 8 (Liability), 9 (Data Protection), 11 (Survival Clauses), 12 (Entire Agreement), 13 (Jurisdiction) and 14 (Complaints and Your Legal Rights) survive the termination of the Contract for whatever reason. The termination of the Contract does not prejudice any rights or remedies that were available to either party prior to the termination of the Contract.

#### 13. Entire Agreement

13.1 These Terms constitute the entire agreement between the parties and supersede all previous versions, as well as any other written or oral agreements, arrangements, and understandings regarding their subject matter.

13.2 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we ever do actually waive our rights because you have or haven't done something, we will only ever do this in writing (and that does not mean that we will automatically waive our rights if you do something wrong later).

#### 14. Jurisdiction

14.1 These Terms and the Contract are governed by English law. Both parties agree to submit to the exclusive jurisdiction of the English courts.

#### 15. Complaints and Your Legal Rights

15.1 Nothing in these Terms will affect your consumer rights. You can contact your local Citizens' Advice Bureau or the Trading Standards' office for further information about your consumer rights.

15.2 If you are unhappy with the Services, you have the right to make a complaint. Please see Paragraph 14 for our contact details.

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15.3 If you are unhappy with how we have handled your complaint, you can contact an alternative dispute resolution (ADR) provider. However, we are not obliged to engage in any such ADR. If you are not satisfied with the outcome of any ADR process, this will not affect your right to bring legal proceedings.

#### 16. Our Contact Details

16.1 If you wish to contact us, or exercise your rights or obligations under these Terms to provide us with written notice, you can contact us by e-mail at [info@directredress.com](mailto:info@directredress.com), or by post to Direct Redress Limited at Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS

16.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in the Application (or any other address you subsequently provide to us).

#### Definitions

**Claim** – a claim for a tax rebate from HMRC

**Cooling Off Period** – is the 14 day period following submission of your online application where you are able to cancel your contract with Direct Redress Limited without any financial penalty.

**Letter of Assignment** – is the form that transfers to us the right to receive all refunds from HMRC on your behalf for the tax years to be claimed, as specified in your application.

**HMRC** – HM Revenue & Customs

**PAYE Claims** – are the areas of tax claim/relief where we are able to represent you – Marriage Tax Allowance, Working from Home, Uniform Allowance and PPI Tax Refund.

**Self Assessment Tax Return** – a way of paying tax where the individual is responsible for completing a tax return each year. Tax owed is calculated from the earnings declared on the form.

**Services** – are the services we will undertake (including the submission of a Tax Agent Authority or Claim Form to HMRC) and tax agent services as specified under PAYE Claims.

**Tax Agent** – is someone who deals with HMRC on your behalf.

**Tax Agent Authority** – is the official HMRC 64-8 form that authorises us to act as your Tax Agent that we submit to HMRC with your claim application.

**Welcome Pack** – is documentation that includes a Welcome Letter and copies of the Tax Agent Authority and the Deed of Assignment e-signed during your online application.