

# THE TAX REPAYMENT AGENCY LIMITED

## TERMS AND CONDITIONS

### 1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we will work with you to claim any tax rebate due to you. Please read these terms carefully before you sign them and the separate Tax Rebate Form and Deed of Assignment. These terms tell you who we are, how we will undertake the claim, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are The Tax Repayment Agency Limited a company registered in England and Wales. Our company registration number is 0921722 and our registered office is at St James House, 14 Moody Street, Congleton, Cheshire CW12 4AP. Our registered VAT number is 236554988.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0800 612 2724 or by writing to us at our registered office or emailing us at [help@taxrebate.co.uk](mailto:help@taxrebate.co.uk)
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us in the Tax Rebate Form and Deed of Assignment.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 OUR CONTRACT WITH YOU

- 3.1 **How we will accept your claim.** Our acceptance of your claim will take place when we write or email you to accept it, at which point a contract will come into existence between you and us.

- 3.2 **If we cannot accept your claim.** If we are unable to accept your claim for any reason, we will inform you of this in writing and we will not charge you anything.
- 3.3 **Your claim number.** We will assign a claim number to the claim and tell you what it is when we accept your claim. It will help us if you can tell us the claim number whenever you contact us.
- 3.4 **Commencement.** We will begin to progress the claim at the end of the period set out in clause 4.5. The estimated completion date is usually between 6 and 12 weeks, though as this is dependent on a number of factors we do not guarantee any dates.
- 3.5 **If you do not provide us with information.** If we are unable to progress the claim due to you failing to promptly provide us with requested information we may end the contract and clause 6.2 will apply. We will not be responsible for any delay in progressing the claim, or for not completing the claim, if these arise as a result of you failing to provide us with requested information within a reasonable time of us asking for it.

#### **4 YOUR RIGHTS TO END THE CONTRACT**

- 4.1 **You can end your contract with us in certain circumstances.** Your rights when you end the contract will depend on whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 4.1.1 **If what we have said we will do has been misdescribed you may have a legal right to end the contract** (or to get us to do what we said we would), **see clause 7;**
- 4.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 4.2;**
- 4.1.3 **If you have just changed your mind, see clause 4.3.** You may be able to do so if you are within the cooling-off period, but this may be subject to deductions;

4.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see *clause 4.6*.**

4.2 **Ending the contract because of something we have done or are going to do.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will cease to progress the claim and reassign to you any tax rebate due to you (though we shall be entitled to payment of 40% of any tax rebate that is made to you in the event that a rebate is paid as a result of our actions in progressing the claim). The reasons are:

4.2.1 we have told you about an upcoming change to what we will do or these terms which you do not agree to;

4.2.2 we have told you about an error in the amount payable to you or description of what we will do and you do not wish to proceed;

4.2.3 there is a risk that progress of the claim may be significantly delayed because of events outside our control;

4.2.4 you have a legal right to end the contract because of something we have done wrong.

4.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind within 14 days. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4.4 **When you don't have the right to change your mind.** You do not have a right to change your mind, once we have completed the claim, even if the cancellation period is still running.

4.5 **How long do I have to change my mind?** You have 14 days after the day we email or write to you to confirm we accept your claim. However, once we have completed the claim you cannot change your mind, even if this period is still running. If you cancel after we have started the claim, you must pay us for the services provided up until the time you tell us that you have changed your mind.

4.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If we are not at fault and you do not have a right to change your mind (see clause 4.1), you can not end the contract before it is completed. The contract is completed when we have finished claiming any tax rebate and have provided this to you, less our commission (see clause 8).

## 5 **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

5.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

5.1.1 **email.** email us at [help@taxrebate.co.uk](mailto:help@taxrebate.co.uk). Please provide your claim number and your name and address.

5.1.2 **By post.** simply write to us at our registered office including your claim number and your name and address.

5.2 **Deductions if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any rebate paid to us an amount in respect of the input we had in progressing any claim up to the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

5.3 **When your rebate will be made.** We will make any rebates due to you as soon as possible. If you are exercising your right to change your mind then your rebate will be made within 14 days of your telling us you have changed your mind or our receipt of it, whichever is the later.

## 6 **OUR RIGHTS TO END THE CONTRACT**

6.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to progress the claim.

## **7 IF THERE IS A PROBLEM WITH US**

- 7.1 **How to tell us about problems.** If you have any questions or complaints about us, please contact us. Please write to us at our registered office or help@taxrebate.co.uk

## **8 PRICE AND PAYMENT**

- 8.1 We shall be entitled an amount equal to an amount equal to 40% of any tax rebate plus any applicable VAT (the “**Commission**”) and you shall be entitled to the balance. Once any tax rebate has been received by us from HMRC we will deduct the Commission and send the balance to you within 14 days of our receipt from HMRC. If for any reason the tax rebate is paid to you directly the, without prejudice to any other rights we may have, you shall account to us for the Commission within 14 days of receipt.

## **9 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

- 9.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes (but is not limited to) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

## **10 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 10.1 **How we will use your personal information.** We will use the personal information you provide to us:

- 10.1.1 to progress the claim;

10.1.2 to process any payments due to you; and

10.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

10.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## 11 OTHER IMPORTANT TERMS

11.1 **We may transfer this agreement to someone else.** 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.

11.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

11.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

11.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.

11.5 **Even if we delay in enforcing this contract, we can still enforce it later.** 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.

11.6 **Which laws apply to this contract and where you may bring legal proceedings.** 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.