

## Terms and Conditions for Tax Rebate Claims

### The Claims Service

1. Please note Claims Advisory Services is a trading style of Legal Ventures Limited, Swinford House, Albion Street, Brierley Hill, DY5 3EE and is registered in England and Wales (Company No 13100030). Claims Advisory Services provides tax rebate services in connection with the pursuit of a tax rebates on the interest paid on a successful financial mis-selling claim. We also provide tax rebate services including (but not limited to) marriage allowance, uniform allowance, tax deducted from interest on savings and investments and working from home allowance. The service Claims Advisory Services provides involves investigating and advising upon a potential tax rebate on the interest paid by the client to Her Majesty Revenue & Customs (HMRC) on a successful financial mis-selling claim or for other potential tax rebates as referred to above.

2. In very brief terms, the following are the typical steps Claims Advisory Services would undertake in the course of providing tax rebate services: (a) obtaining initial instructions from the client as to all relevant circumstances giving rise to the tax payment; (b) assessing the information provided and advising the client as to the possibility of claiming a tax rebate; (c) preparing the necessary documentation for a tax refund to be submitted to HMRC; (d) engaging the respondent to the point of settlement with HMRC and confirmation of tax rebate/funds.

### Client's Obligations

3. Claims Advisory Services considers that client co-operation is paramount in the rebate process as it enhances the prospects of success. That so, the commitment Claims Advisory Services expects from clients is as follows: (a) providing information and instructions when requested and promptly; (b) completing paperwork; (c) co-operating with Claims Advisory Services at all times in the course of the claim process; and (d) not misleading Claims Advisory Services in any way.

4. Clients must ensure that the information provided to Claims Advisory Services is correct and complete to the best of the client's knowledge and belief. The information provided by clients will be submitted on behalf of the client to HMRC who may prosecute if false information is given.

5. Client identification – as with other professional services firms, we are required to identify our clients for the purposes of the UK anti money laundering legislation. We may request from you and retain such information and documentation as we require for these purposes. We also run automated identity checks, these checks include a soft search of your credit report, this will have no impact on your credit score.

### How Claims Advisory Services Keeps its Clients Updated?

6. Throughout the rebate process, Claims Advisory Services provides regular updates to the client of all material developments. Claims Advisory Services will communicate generally with the client via telephone, post, email, SMS messages or social media messaging services (including WhatsApp and Facebook Messenger).

### Claims Advisory Services Fees

7. Once a client enters into a contract with Claims Advisory Services pursuant to the Terms & Conditions, Claims Advisory Services would be entitled to charge a fee of 40% plus VAT (48%) on the gross amount of rebate received on behalf of the client, plus, a £15 admin fee (plus VAT) for each successful claim. You authorise Claims Advisory Services to act as your nominee which means that we will receive the payment from HMRC, we will then deduct our charges and pay the balance to you either by cheque or BACS. The following is an illustration of the amount of the Claims Advisory Services fee in the event that the compensation or redress recovered from the respondent amounts to:

	£	£	£
Redress Recovered:	150.00	200.00	500.00
Claims Advisory Services Charge @40% PLUS VAT	72.00	96.00	240.00
£15 Plus VAT Admin Fee Charged for each claim	18.00	18.00	18.00
Net Compensation to Client:	60.00	86.00	242.00

If the repayment from HMRC is paid to Claims Advisory Services, then Claims Advisory Services will deduct the fee (40% plus VAT plus £15 admin fee plus VAT for each successful claim) and will send the balance of the payment to the client. All payments will be processed through our client account. If the repayment from HMRC is paid direct to the client, the client must pay the fee (40% plus VAT, plus £15 admin fee plus VAT for each successful claim) to Claims Advisory Services within 7 days of receiving the repayment from HMRC. In the event that a fee due to us by the client remains unpaid after 45 days then late payment interest will be calculated at 8% per annum from the date that the fee became due until the date payment is made. Where fees remain unpaid and Claims Advisory Services are forced to either take court action or appoint a debt collections agency to recover outstanding monies, Claims Advisory Services reserve the right to increase the amount owed by the amount equivalent to the cost of that recovery. A court may award additional cost and/or statutory interest at the rate of 8% above the Bank of England.

In the event that you have underpaid any tax from your income you may receive a tax demand and no fee shall be payable to Claims Advisory Services. While we aim to secure everyone a refund it all depends on your individual circumstances and the final calculation from HMRC

### The Right to Cancel

8. The client can cancel this agreement with Claims Advisory Services at any time within 14 days of the client's signature being obtained by Claims Advisory Services without giving any reason and without incurring any liability unless the client or Claims Advisory Services receives any correspondence regarding the rebate amount or receives a tax rebate from HMRC within this period; in which case Claims Advisory Services' fee will be due. The client can communicate cancellation of the Claims Advisory Services agreement by any means of communication to Claims Advisory Services.

### Data Protection

9. Please view our Privacy Policy for full information regarding how we will process your personal data.

10. We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Legal Ventures Limited. In this case, your data will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy be permitted to use the data for the purposes for which it was originally supplied to us.

### Other Ways to Claim

11. The client has the right to seek further advice or to shop around before entering into this agreement. Clients can pursue their own claim directly with HMRC should they wish to do so.