

## TERMS AND CONDITIONS

**Your Working from home Claim.** Thank you for choosing Total Tax Claims Limited to act on your behalf in respect of your working from home claim. we value your business and appreciate you as a client.

**Terms and Conditions.** These terms and conditions ("Terms") apply to all services provided by Total Tax Claims Limited Limited (trading as "working from home") a limited company registered in Ireland under company number 699364 at O104, Nesta, Howth Junction, Kilbarrack Parade, Kilbarrack, Dublin 5, D05 DC60 (also referred to in these terms as "Total Tax Claims Limited", "we", "us" or "our")

**Services.** We will prepare the documentation needed in order to apply for the working form home tax relief and/or uniform tax relief and endeavour to create a tax rebate on your behalf. Where applicable, we will generate a P87 claim form using the information supplied by you during your original application and information supplied by HMRC, for the ease of HMRC to process your claim. We will apply for the working from home tax relief and/or uniform tax relief for all the eligible tax years that have passed. HMRC may also check for overpayments of Tax and/or conduct a full review of your previous 4 tax years. Where a payment is paid in result of this, our fee will be payable also. By signing the Terms and Conditions you agree to this.

**Obligations of Total Tax Claims Limited.** We will undertake to process all information provided and verified by you. We will not undertake an audit or obtain third party verification of any information provided to us. It is your responsibility to ensure that all information and declarations provided to Total Tax Claims Limited are true, accurate and correct. You must remember that HMRC will hold you wholly responsible and liable for any incorrect information provided. At Total Tax Claims Limited we are proud of our reputation with HMRC and other parties. In order to maintain our reputation, we reserve the right to stop acting for you at any time if, in our opinion, continuing to act for you may jeopardise this reputation. If we decided to cease acting, we will not charge a fee for any services undertaken. **Obligations of you.** It is your obligation to disclose to Total Tax Claims Limited that you were/are a tax payer, what your job title was/is and who your employer was/is. Total Tax Claims Limited cannot know what any of this information and will not be held liable for any incorrect information provided. You agree to co-operate fully with Total Tax Claims Limited at all times and provide any and all information that we reasonably require.

You will be responsible for the repayment of any tax refund received from HMRC where it is found that the information provided in order to secure a repayment is found by HMRC to be incorrect. In this case, Total Tax Claims Limited will still be entitled to a fee for the services that it has provided.

**Tax Rebate and Fees.** By signing the Declaration to Act and our Letter of Assignment, in favour of Total Tax Claims Limited or Ensign Advisory LTD or Touchstone Consulting Group LTD or any agent of our choice, you unconditionally and irrevocably instruct HMRC to release, assign and repay to Total Tax Claims Limited or Ensign Advisory LTD or Touchstone Consulting Group LTD or any agent of our choice. Where any tax rebate is sent directly to you by HMRC without the explicit approval or authority of Total Tax Claims Limited, you agree to pay to us our agreed fee within 7 days. We reserve the right to undertake all legal means for recovery of our fee where you fail to make payment to us within 7 days of receipt of the rebate. We never charge an upfront fee and will only be entitled to a fee if a income tax payment is released. Our fee of 27% inclusive of all charges plus £45 admin fee of the total HMRC repayment is payable if a payment is released. Where not payment is released you do not have to pay us anything. You agree and acknowledge that our fee, inclusive of all charges, will be retained from the rebate that we receive from HMRC and the difference will be repaid to you by cheque.

The cheque will be made payable to you who has generated the rebate and posted to the address entered when completing the application process. If after 6 months the cheque remains uncashed or your Anti money laundering check is still outstanding we will cancel the cheque/payment and be entitled to retain all of the monies received from HMRC and dispose of as we see fit. Should you require a further cheque to be issued we will be entitled to charge a fee of £15. If any of the tax rebate obtained is used by HMRC to meet any other tax liability that you may have, our fee will be based on the amount of the tax rebate generated not the amount actually repaid and received by us. If you have applied for the working from home allowance (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 a fee for the work that we have undertaken. The fee will be the same as mentioned above.

For whatever reason a refund is created by HMRC whilst our Deed of Assignment is in place the full fee of 27% inclusive of all charges and £45 admin fee will be payable per refund. Once we have received payment from HMRC we will send a cheque out to you for the remaining balance after our fee has been deducted within 35 days.

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**Limitation of Liability.** The services that we undertake for you are limited to the working from home allowance. We 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. Our total liability to you shall be limited to five times the fee payable for the services that we have agreed to undertake. By agreeing to us acting on your behalf you agree to this limitation and you should consider the fairness of this limit before entering into this agreement.

**Complaints.** We will always aim to provide an exceptional service. However, if at any time you become unhappy with the service, we are committed to resolving your complaint as quickly as possible. In the event that you wish to make a complaint please contact us by emailing [info@totaltaxclaims.com](mailto:info@totaltaxclaims.com)

**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.** We take your rights to privacy very seriously. All personal information that we may collection will be used and held (processed) in accordance with the provisions of the UK GDPR. For your part: you, your spouse or civil partner agree to the processing of this data for the provision of the services that we have agreed to undertake and you have the agreement of all individuals concerned to provide us with their personal data. Further information relating to how we handle your personal data can be found in our published Privacy Policy.

**Cancellation policy.**

You can cancel within 14 days after initially signing up by writing to our address or emailing us free of charge at [info@totaltaxclaims.com](mailto:info@totaltaxclaims.com). If you cancel after 14 days you will be charged a fee of £100. If HMRC have offered a refund for any reason before you have cancelled, the full fee will be payable of 27% inclusive of all charges and £45 admin fee.

**Other.** We reserve the right to assign our rights and responsibilities under this contract to a third party for example, if we sell our business. In this event you will be informed by us in writing. You agree to indemnify us and hold us harmless for 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 performance of the services including the submission of the working from home allowance on your behalf save for where such loss is caused as a result of our negligence. Should HMRC make any enquiries into your claim, we will not be a party to these communications and responding or dealing with such enquiries will fall outside the scope of the services. We will not be responsible for responding to any enquiries without prior written instructions from you. We may ask you for proof of identity and your home address for anti-money laundering purposes. For this purpose, we may also be undertaking a soft credit reference search. In order for us to use this service, we must inform you that the details you supply to us 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. Any correspondence received from HMRC after the completion of your claim is your responsibility to act on or contact us. We reserve the right to not act after your claim is completed unless you have instructed us to do so and this is agreed in writing by ourselves. In the event that HMRC contact us after a Refund has been made to tell us that the Refund was made incorrectly: we will forward all correspondence to you and it will be your responsibility to communicate with HMRC and to return any incorrectly paid Refund to HMRC; and you acknowledge that you will not be entitled to a refund for our charges.

Where required/if applicable claims for the current financial year will be submitted in the following financial year as a separate claim to trigger a direct payment.

**Selected representative**

Total tax claims Limited have selected the following agent to process the claims: Touchstone Consulting Group LTD, Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG

If you agree to our terms of business, please sign the attached.

Yours sincerely Working from home claims team, Total Tax Claims Limited.

Name:

Signed:

Date :

Reference: