



# TERMS OF ENGAGEMENT

Tax Tree  
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HMRC Agent Code: 2618LG

Because money doesn't grow on trees

This document sets out the Terms of Engagement for the appointment of Tax Tree to act on the client's behalf in all aspects of their claims. Please complete as clearly as possible.

**CLIENT (1)**

First name(s):

Middle Name(s):

Surname:

Date of Birth:

**CLIENT (2)** To be completed where the account is held jointly and both account holders are instructing us jointly .

First name(s):

Middle Name(s):

Surname:

Date of Birth:

**YOUR CURRENT ADDRESS**

**PLEASE READ, SIGN AND DATE**

Client Signature:  Date:

Joint Signature  Date:

**SIGN HERE**

These are the standard terms and conditions which Tax Tree intends to rely. You should read this document carefully before signing it. If you do not understand anything within it, please contact Tax Tree.

### 1. Definitions:

- 1.1 'Application' means communications with HMRC for a tax refund(s) relating to PPI tax payments/uniform allowance/marriage allowance/mileage allowance/professional fees/incorrect tax code.
- 1.2 'Client' means the person(s) who have instructed Tax Tree to pursue their HMRC refund(s)
- 1.3 'HMRC' - means HM Revenue and Customs
- 1.4 'Lender' means the bank or financial institution you received your successful PPI Claims from
- 1.5 'Refund' means any sums paid to the Client as a result of the application being submitted to HMRC on behalf of the Client, as calculated by HMRC at the time the award is notified to the client/Tax Tree
- 1.6 'Tax Tree' means Fast Finance Solutions Ltd., trading as Tax Tree. Company registration number: 07149404.
- 1.7 'Fee' means the 45% inclusive of VAT of the refund payable to Tax Tree for the services carried out by it as detailed in section 5 - 'Our Fees'
- 1.8 'Data Subject Access Request (DSAR)' means a written request made by us on your behalf for the information which you are entitled to ask for under section 45 of the Data Protection Act 2018 (DPA). Such requests will only be made in order to obtain documentation necessary to progress the Client's Application
- 1.9 'Final Response' means the written response from the company/lender who processed your PPI claim. It will provide a breakdown of the full redress amount, including any tax paid etc.
- 1.10 'Letter of Authority' means the signed letter from the Client to be sent by Tax Tree to HMRC and Lenders giving Tax Tree the Client's authority to act on their behalf for any tax refund(s)
- 1.11 'Third Party Authorisation Form' means the document which authorises a nominated third party to act or speak on your behalf during the application process
- 1.12 'Vulnerable Client' - means a client who due to disability (physical or mental) or circumstance (i.e. Bereavement, debt, language, learning difficulties) requires special assistance in dealing with their affairs.
- 1.13 'Services' means the services provided to the Client by Tax Tree or its agents including making the application for a Refund from HMRC
- 1.14 'Power of Attorney' means a legal document giving a third party (the agent or attorney-in-fact) the power to act for the client (the principal)
- 1.15 'Grant of Probate' means a legal document issued by the Probate Registrar giving a named person the authority to administer a deceased client's estate
- 1.16 'Personal Representative' means a person who has been issued with a grant of probate to administer a deceased client's estate
- 1.17 'A Will' means a legal document made out by a deceased client prior to their death providing instructions as to how their estate is to be distributed and identifying the executor(s) to administer the distribution
- 1.18 'Executor' means a person named in a deceased client's will to administer their estate
- 1.19 'Terms' means these Terms of Engagement
- 1.20 'We/us/our' means Tax Tree
- 1.21 'You' means you, the client who has agreed to be bound by these Terms of Engagement

### 2. Conduct of Engagement:

- 2.1 By completing, signing and returning these documents, you agree to be bound by the Terms and agree to give Tax Tree the right to deal exclusively as your agent. You agree you will not instruct any other agents to act on your behalf.
- 2.2 These Terms supersede any other instructions previously given to any other company/agent to deal with your tax refund(s) on your behalf
- 2.3 By completing and signing the Letter of Authority, you give Tax Tree consent and full authority to obtain relevant information and deal with HMRC on your behalf until the conclusion of the application
- 2.4 By signing these terms, you agree for Tax Tree to receive your refund directly from HMRC.
- 2.5 By signing these terms you agree to provide Tax Tree with your National Insurance number.
- 2.6 By signing this agreement you are confirming that you are not or have not been in Bankruptcy, IVA or a Debt Management Plan and that you are currently not in any arrears with HMRC
- 2.7 This agreement may be assigned by Tax Tree and our successors by giving notice to you in writing by post or email. Any assignment will be on the same terms and conditions as are contained in these terms. In addition, Tax Tree benefit under or relating to this agreement may be assigned to any other third party, including affiliates, funders, investors. If Tax Tree assigns or transfers to a third party, you will be re-issued with the concerned party's new Terms of Engagement which will contain the same terms as are contained in these terms

## 2. Conduct of Engagement cont:

2.7 We (and our successors and assignees) may share any information you provide to us, including your personal data for the purpose of processing your application for verification, and compliance monitoring purposes and GDPR compliance.

2.8 Tax Tree shall not be liable for any losses, consequential or otherwise arising out of any act or omission of Tax Tree that was not reasonably foreseeable at the date of this contract. Tax Tree does not have information to be able to check HMRC's Refunds and therefore offers no guarantee that the calculation of the Refund is correct and is not liable for any loss suffered as a result of a miscalculation.

2.9 Risks in making a claim - the procedures we follow are designed to minimise risks to you in making a claim. However, some minor risks may be involved. If you owe money to HMRC, they may use any refund awarded to pay off your debt to them. In these circumstances you may not receive any cash, but would still be responsible for paying our fee.

## 3. What you are required to do under the terms of this agreement:

3.1 Read these terms of engagement carefully, if there is anything you don't understand, contact us using the contact details below and one of our case handlers will answer any queries you have. (If you are vulnerable, or have any special requirements - it is your responsibility to inform Tax Tree before signing the contact. Tax Tree has a dedicated team to assist you with any additional support you may need). Once you are happy with the content you must sign, date and return them to us and also the form of authority authorising HMRC and relevant lenders to liaise with us.

3.2 When we contact you for information relating to your application, you must answer our questions honestly and as fully as possible. Tax Tree accepts no liability for any untrue, incorrect, inaccurate or incomplete information provided by the client at any time during the application process. You must also deal promptly with each reasonable request for further authority, information and documents we may require - these may include letters of authority to your lenders whom you had a successful PPI claim to obtain a copy of the Final Response regarding your PPI Claim, mileage Allowance logs, receipts, marriage certificates, and any other documents we may reasonably require in order to process your application.

3.3 Should you wish Tax Tree to speak to a nominated person on your behalf during the application process, then you can request a copy of our 'Third Party Authorisation Form' from the contact details below, or request to speak to one of our dedicated team.

3.4 Promptly inform us of any relevant matters affecting the application such as name changes for issue of cheques, change of address, or marital/civil partnership breakdowns (only applicable if applying for a refund for the marriage allowance).

3.5 Immediately inform us of any refund paid directly to you by HMRC and pay us the agreed fee for recoveries of the refund from HMRC within 14 days of receipt of the refund.

3.6 You will not be liable for any charge in respect of the application if we decide not to pursue HMRC for the tax refund forming the view that it would not be in your best interest to do so.

## 4. The services that we will provide under our agreement with you:

4.1 Once we have received the signed terms and conditions and forms of authority, the first step that we will take is to communicate with you to ensure the details therein are correct. If however after several attempts, if we have been unable to contact you then Tax Tree may submit your application based on the information provided by you there in if we believe it is in your best interest to do so. If you do not provide all the relevant information in our requested time frames, we cannot be held liable for the outcome of your application.

4.2 We reserve the right to submit your application to HMRC as it is and will not be held liable for any errors made by you that result in HMRC issuing an incorrect refund of tax, you owing money to HMRC or your request for any refunds being refused altogether. You will be liable for any losses caused by your error.

4.3 If HMRC determine that a refund of tax has been made incorrectly and ask for it to be paid back, we will refund your fee after deducting an administration charge of £50.

4.4 When you complete an online application for a Tax Refund from Tax Tree, your answers and signature will be transposed onto a pre-printed form. Once checked and verified this will be sent to HMRC. You can request a copy of the completed forms by emailing applications@taxtree.co.uk stating your full name, NI number, Date of submission and Unique Application Reference Number.

4.5 Always act in your best interest and if for any reason we assess your application and decide it is not in your best interest, we have the right not to process your application and no fee will be charged to you.

4.6 Rely on the information and documents provided by you as being true, accurate and, so far as possible complete. Tax Tree hold no responsibility for applications submitted with false, misleading or inaccurate information provided by you.

4.7 Use our reasonable endeavours to obtain the maximum Refund that you may be entitled to

4.8 Following a Refund from HMRC, Tax Tree will take the relevant deductions as per our fees outlined in clause 5. As soon as it is reasonably practical, Tax Tree will then process your refund in the form of a cheque and send it to the address provided by you.

4.9 We will only make cheques payable in the client's name and will in no circumstances agree to making refund cheques payable to any third party without sight of a valid power of attorney for the third party in whose name the cheque has been requested to be paid.

4.10 Preserve confidentiality, including your personal information (even when this agreement has terminated and you are no longer a client, save as expressly or implicitly authorised to the contrary including where disclosure is made at your request or with your consent in relation to pursuing the application or where otherwise required by law.

## 5. Our Fees:

5.1 We charge a fee of 45% inclusive of VAT on all successful refunds (you pay nothing on an unsuccessful application) example below:

HMRC Refund: £1,000; Tax Tree Fee: £450; Your Refund: £550.

The examples above are for illustration purposes only and should not be regarded as an estimate of the Refund you are likely to recover. Fees may be more or less than the illustration above.

5.2 Should you receive a refund directly from HMRC, you are required to settle Tax Tree fees as laid out above within 14 days of such a payment being made.

5.3 Should your refund be paid to another third party company, as a result of our claims. You are required to settle Tax Tree fees as laid out above within 14 days of such a payment being made.

5.4 You are responsible for providing Tax Tree with the correct name and address for the cheque to be issued to. If you ask us to re-issue a cheque with amendments, we will charge you a fee of £20.00, which will be deducted from your refund after our fees. We will not charge you a fee if the mistake has been made by Tax Tree.

5.5 A minimum fee of £50.00 will apply to any successful refund. Where the refund from HMRC does not exceed this, we will not ask you to pay any additional fees and the case will be closed.

5.6 Our charges apply to all refunds received from HMRC as a result of us submitting your application including, but not limited to those relating to PPI refunds, employment expenses, work from home, incorrect tax coding including underpayment of tax, marriage allowance.

5.7 If a refund of tax was already in the process of being issued to you prior to you instructing Tax Tree to submit your application, and has subsequently been issued as a result, our fee as outlined in clause 5 will apply to the whole refund.

## 6. Further Information Regarding our Processes:

6.1 If HMRC confirms that a potential Refund may be awarded, we will discuss your application with you and record your answers to the questions that we ask - you may also be asked to provide further information to support your application at this stage.

Once we have obtained this information, we will assess your request for a refund and resubmit where we believe it is likely to be successful. Where we consider that it may not be in your best interest to proceed we will advise you accordingly.

6.2 Where a Refund is made by HMRC we are not provided with sufficient information from HMRC to be able to check that the refund is correct and therefore make no guarantee that it is.

6.3 We will keep you updated with the progress of your application by post or email, ensuring that you are informed of requests for further information or any final outcomes.

6.4 Our application processors work as a team and no specific person has overall responsibility for your application. If you have any queries about your application, you should ask to speak to the

6.5 Refund Team and a member of the team will be able to access your case and deal with your query.

## 7. Cancellation & Termination:

7.1 You may cancel the agreement by any clear means within 14 days of our receipt of the terms and conditions signed by you (cooling off period) without charge. However, cancellations made after the cooling off period must be notified in writing, by completing the cancellation form and returning with a covering letter stating that you wish to cancel.

7.2 You may cancel the Agreement after the 14 day cooling off period but a cancellation fee will be charged at £80 per hour. Each standard communication, ie. telephone call, text message, letter and email will be charged at £8 per item. We will provide you with a breakdown of our charges with our invoice. If you cancel once an offer or refund has been made the full fees as outlined above will be due and payable to Tax Tree. All cancellations need to be sent to the following: Cancellation Department: Tax Tree, Smokehall Lane, Winsford, Cheshire, CW7 3BE.

## 8. Complaints:

8.1 If you, The Client, wish to make a complaint regarding any aspect of Tax Tree's services, you can do so by using the following means: Email: cancellation@taxtree.co.uk; Post: Smokehall Lane, Winsford, Cheshire, CW7 3BE.

## 9. Death:

9.1 If you die before your application is concluded, the Agreement will automatically end, and we will not try to recover any costs or fees up to the date of your death from your estate.

If your personal representative/executor, wishes to continue with your application, we may offer them a new letter of authority under the same terms as set out in this agreement. A Will, or Grant of Probate will need to be provided prior to this happening.

## 10. Data Protection and Privacy policy:

10.1 You the client, agreed to be bound by the terms of Privacy Statement as detailed in these terms and you give your consent to the data processing activities identified therein.

10.2 Tax Tree are committed to safeguarding the privacy of our clients; in the policy we explain how we will treat your personal information.

10.3 We may collect, store and use the following kinds of personal information.

i) Any personal information i.e. Address, date of birth, telephone number and any other personal information you are requested to give

ii) Any information you have given regarding your finances

iii) Any information that is returned to us from your lenders or HMRC in response to a request for information, including a Data Subject Access Request.

iv) You understand that we will run ID Verification checks, which means that there could be a soft search on your credit file. This will not affect your credit rating.

10.4 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

10.5 Personal information submitted to us from yourself will only be used to submit an HMRC application

10.6 In addition, if you have completed the opt in form consenting to be informed of other service offered by Fast Finance Solutions Ltd, trading as Tax Tree, your contact details may be used to provide you with this information. You may opt out of receiving such information at any time.

10.7 Tax Tree will never use your information in any other way than instructed by you.

10.8 Tax Tree will never sell your details or supply your details to a third party.

10.9 We may disclose your personal information to further an application. However, it will only be used by employees of Tax Tree acting on your behalf.

10.10 Tax Tree may only use your personal details with an external company to reclaim monies owed.

10.11 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:

10.12 The supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank, plus an original copy of a utility bill showing your current address.

10.13 We may withhold personal information that you request to the extent permitted by law.

Tax Tree are registered as a data controller with the UK Information Commissioner's Office. Our data protection registration number ZA765111.

Our Anti-Money Laundering Reference number XEM00000151700.

Fast Finance Solutions Ltd. (trading as Tax Tree) - HMRC Agent Code: 2618LG.