

# TERMS OF ENGAGEMENT

In entering into this contract, **you** confirm that **you** have read **our** Pre-Contract Information. **You** also confirm that **you** understand that **we** offer a professional paid-for **tax refund service** but that **you** do not need to use a tax refund company to claim your refund from **HMRC**.

By signing **our terms of engagement**, **you** will be entering into a legally binding contract in which we shall act as your **nominated agent** to progress a **marriage tax allowance transfer request** with **HMRC**. This transfer may result in a **tax refund**. Under these **terms of engagement**, you are agreeing to assign the **tax refund** to **us**. We will then deduct our **success fee** and pay the remaining **tax refund** back to you.

## Definitions

**14-day cooling off period** means the first to the fourteenth day of the contract inclusive after we receive your signed **terms of engagement**.

**company/us/we/our** means Allegiant Finance Services Limited whose present address is 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE.

**higher earning applicant** means the applicant with the higher income during a designated tax year.

**HMRC** means His or Her Majesty's Inland Revenue and Customs, its servants, agents, assigns and/or successors.

**lower earning applicant** means the applicant with the lower income during a designated tax year.

**success fee** means the sum payable to **us** as regulated by Section 4 of the **terms of engagement**

**tax refund** means overpaid tax due to you arising out of a marriage allowance transfer.

**tax refund service** means any and all of the actions of the **company** in representing **you** to make a **marriage tax allowance transfer request** to establish a **tax refund** during which the **company** will undertake reasonable steps as may be necessary to progress the **marriage tax allowance transfer request** from time to time. This may include (but is not necessarily limited to) providing advice in writing or orally, investigating the facts and merit of a **marriage tax allowance transfer request**, presenting a **marriage tax allowance transfer request**, liaising with **HMRC** and receiving funds and settlement information about a **marriage tax allowance transfer request**.

**marriage tax allowance transfer request** means a request by **us** to **HMRC** to transfer the **lower earning applicant's** personal tax allowance to the **higher earning applicant**. **terms of engagement** means the terms and conditions set out within this document. **you/your** means the both the **lower earning applicant** and **higher earning applicant** signing the **terms of engagement**, or where the signing person is acting as a power of attorney or agent, the person on whose behalf they act.

## Our Role

### *What we will do*

2.1 In performing the **tax refund service**, **we** will exercise the reasonable skill and care expected of a reasonable tax refund agent and maintain all relevant permissions to enable **us** to perform **our** role lawfully.

2.2 Once **we** are in receipt of appropriate information and documentation from **you**, **we** will submit a **marriage tax allowance transfer request** to **HMRC**, their servants or agents.

2.3 **We** will communicate with **you** by email, live chat, post, SMS, via **our** website portal and/or orally (including by telephone).

2.4 **We** will update **you** when there is a material update.

2.6 **We** will take instructions from **you** where they are necessary.

2.7 **We** will reasonably assume that information and calculations provided by **HMRC** are accurate.

### *What we will not do*

2.8 We are a claims management company. We do not provide tax advice whatsoever and nothing on **our** website, literature or any correspondence we have with **you** or **HMRC** should be taken as such or be inferred as assuming such a duty in any circumstances. We provide information on a non-advice basis only.

2.9 Notwithstanding **our** appointment as a nominated agent at **HMRC**, we will not assess **your** eligibility for a tax adjustment outside of a marriage tax allowance transfer request.

## 3. Your commitments to us

- 3.1 **You** acknowledge that **we** do not provide tax advice and that it is up to **you** to decide if a **marriage tax allowance refund request** will be financially beneficial.
- 3.2 **You** confirm that **you** have not applied for a **marriage allowance tax transfer request** previously, or where **you** have, that this has been brought to **our** attention and that all relevant correspondence and documentation will be passed to **us** promptly.
- 3.2 **You** agree that **we** are appointed as **your** exclusive representative for the purpose of delivering the **tax refund service**, meaning that at no time during the **terms of engagement** will **you** (i) have an ongoing contract with another representative relating to the **marriage tax allowance transfer request** ; or (ii) attempt to liaise with HMRC regarding the **marriage tax allowance transfer** or **tax refund** without cancellation (see Section 5).
- 3.3 **You** agree not to contact **HMRC** to withdraw **our** authority to provide the **tax refund service** without first cancelling with **us**.
- 3.5 **You** agree to provide **us** with prompt information about **your** personal details and financial situation as **we** may reasonably require in order to provide the **tax refund service** and to immediately inform **us** of any change of information during the course of the **tax refund service**.
- 3.6 **You** agree to complete and sign all paperwork necessary to provide **us** with authority to pursue the **marriage tax allowance transfer request**.
- 3.7 **You** agree to provide **us** with the documentary evidence reasonably required to investigate and/or pursue the **marriage tax allowance transfer request** including (but not limited to) P60s, bank statements and wage slips. **You** further agree to provide **us** with identity verification (e.g., passport, driving licence etc), where we require this.
- 3.8 **You** agree to inform **us** immediately should **HMRC** contact **you** directly to discuss the **marriage tax allowance transfer request** or make a payment to **you** directly.
- 3.9 In the circumstances where **HMRC** pays **you** directly, **you** agree to pay the **success fee** (see further Section 4).
- 3.10 **You** agree that we may use the services of a third-party agency in order to verify **your** identity and that this may leave a search footprint on **your** credit file. To enable **us** to comply with Anti Money Laundering legislation, **you** agree we may withhold payment from **you** until **we** have verified **your** identity.
- 3.11 **You** acknowledge that where **we** provide timescales or estimated calculations to **you** that these are for guidance only and not guaranteed or warranted.
- 3.12 **You** agree to **us** processing **your** data in line with **our** Privacy Policy [HYPERLINK]
- 3.13 **You** agree to be jointly and severally liable for our **success fee**.

#### 4. The success fee

- 4.1 The **success fee** is 42% inclusive of VAT calculated of the **tax refund**. We operate on a No Refund, No Fee basis, meaning that **you** will not have to pay a success fee unless **you** receive a **tax refund**.
- 4.2 **You** agree that **HMRC** will pay **us** the tax refund directly, and that we shall deduct **our success fee** from the **tax refund** and forward **you** the balance within 7 days. We retain the discretion to pay **you** by cheque or bank transfer. Please note cheques will only be sent to the address we hold on record for **you**.
- 4.3 Where we receive a **tax refund**, but **you** fail to cash a cheque or provide valid bank details thereby denying **us** the ability to transact the balance due to **you**, **you** agree that where we have made reasonable endeavours to contact **you** without success, we shall pay the balance to a charity after 12 months and that upon **us** making such a payment our liability to **pay** you the balance shall be wholly discharged.
- 4.4 If there is a need for a replacement cheque or additional bank transfer attempt which is not caused by **our** fault, we reserve the right to deduct any cheque stopping fee or additional transfer charge which **our** bank charges **us** from **your tax refund**.
- 4.5 If **HMRC** pay **you** directly, you agree to pay **us** the **success fee** without undue delay upon receipt of the **tax refund** paid to **you**.
- 4.6 Where the **tax refund** is paid in separate parts or part paid (for whatever reason), **we** reserve the right to raise interim or modified invoices relating to the amount received by **you**.

#### 5. Cancellation rights

5.1 **You** may cancel the **marriage tax allowance transfer requests service** without charge within the **14 day cooling off period**. **You** can serve notice of cancellation as follows:

- by post: Allegiant Finance Services Limited, Freepost RTYU–XUTZ–YKJC, 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE;
- by email: [helpdesk@allegiant-finance.co.uk](mailto:helpdesk@allegiant-finance.co.uk);
- by telephone: 0345 544 1563; or
- online at <https://allegiant.co.uk/legal/cancellation>

We may ask **you** why **you** are cancelling and **use** this information for service improvement. However, you are under no obligation to tell **us** why **you** cancelled.

5.5 Where **you** cancel the **marriage tax allowance transfer requests service**, we will come off record as **your nominated agent at HMRC** and discontinue the **marriage tax allowance transfer request**.

5.2 After the expiry of the **14-day cooling off period**, we offer a fair cancellation policy. There is no charge for cancellation unless **our marriage tax allowance transfer requests service** results in a **tax refund** in which circumstances **our success fee** would be due in the usual way.

5.3 **We** may cancel the **terms of engagement** (and therefore **our** obligation to perform the **tax refund service**) where we do not have sufficient confidence that a **marriage tax allowance transfer request** has sufficient merit, where the **tax refund service** would be uneconomical for the **company** or where an actual or potential regulatory or commercial conflict of interest arises. Where **we** cancel pursuant to this clause, there will be no charge.

## 6. Complaints

6.1 The provision of our **tax refund service** is an unregulated activity and therefore outside the jurisdiction of the Financial Conduct Authority and Financial Ombudsman Service. Complaints shall be assessed internally and may be made either:

- by post: Allegiant Finance Services Limited, Freepost RTYU–XUTZ–YKJC, 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE;
- by e-mail: [helpdesk@allegiant-finance.co.uk](mailto:helpdesk@allegiant-finance.co.uk); or
- by telephone: 0345 544 1563.

## 7. Limitation of our liability

7.1 **We** will not be liable for any costs or losses caused to **you** as a result of:

- I. **your** lack of co-operation;
- II. **your** failure to read and understand the documentation that **we** have provided to **you** where; such information is reasonably clear or where **you** could have taken steps to clarify information;
- III. **your** failure to give **us** accurate or up to date information in a timely manner;
- IV. delays or loss of information caused by **your** or **our** use of postal, telephony or email service providers;
- V. matters that **we** cannot reasonably control;
- VI. losses which cannot be reasonably foreseen or which **you** could have taken steps to mitigate;
- VII. the loss of any entitlement due to time limits imposed for remarriage tax allowance transfer requesting previous years' tax (we do not warrant timescales);
- VIII. anything outside the scope of **our** instruction. For the avoidance of doubt, **our** instruction relates solely to assisting with a marriage allowance tax transfer. **We** do not provide tax advice or owe obligations to assess possible other tax refunds or anomalies;
- IX. **We** are not liable should **you** fraudulently sign or provide a partners details resulting in an unauthorised tax refund and unauthorised use of **our tax refund service**.

7.2 We shall not be liable for any **HMRC** penalties or any tax shortfall it transpires **you** owe to **HMRC**.

7.3 We shall not be liable for **your** failure to notify **HMRC** should **your** entitlement to a marriage tax allowance transfer change after **your** application is considered by **HRMC**.

## 8. Termination

The **terms of engagement** will terminate upon completion of **HMRC** considering and fulfilling the application we make on **your** behalf. Upon termination we reserve the right to contact to **HMRC** and withdraw **our** status as your nominated agent.

## **9. General**

9.1 **We** reserve the right to recover the cost of solicitor fees, tracing fees, court fees and/or enforcement agent fees where it is necessary to enforce **our** right to payment of the **success fee** or to trace you if you are unresponsive to our communications.

9.3 Nothing within this agreement is intended to confer a benefit on a third party.

9.4 The **company** may assign or subcontract any or all of its rights and benefits arising from the **terms of engagement** with 21 days prior written notice (or shorter where required to comply with a legal or regulatory obligation).

9.5 If any part of the **terms of engagement** is found to be invalid or unenforceable, the other terms of this agreement will not be affected and will be read to give effect to the intended spirit of the overall agreement.

9.6 The terms and conditions in these **terms of engagement** will apply post termination where necessary to give effect to the agreement, its purpose and intention.

9.7 This agreement is subject to the laws and exclusive jurisdiction of the courts of England and Wales.