

Terms & Conditions of Service

Our terms and conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you. These terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 Why you should read them. Please read these terms carefully before you submit your claim to us. These terms tell you who we are, how we will provide services to you, 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 Hampson Jones Limited T/A Ashley Howard a company registered in England and Wales. Our company registration number is 08273141 and our registered office is at Westminster House, 10 Westminster Road, Macclesfield, Cheshire, SK10 1BX.

2.2 How to contact us. You can contact us by writing to us at Ashley Howard, Hampson Jones Group, Bank House, The Paddock, Handforth, SK9 3HQ.

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 provided to us.

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 By completing all stages of the online registration form and submitting your details to us, you are effectively placing an order for our services. The registration is an offer by you to buy our services subject to these terms.

3.2 By registering, you warrant that you have obtained the express consent of your spouse or civil partner to use our Services. 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 your failure to obtain such consent.

3.3 You warrant that no claim for marriage allowance has already been submitted to HMRC for you or your spouse/partner for the current or any previous tax year(s).

3.4 Our acceptance of your registration form will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.5 We do not provide advice on finances, accounts, taxation or legal implications nor do we act as an HMRC tax agent.

4. Eligibility

4.1 By submitting an application form to us you instruct us to process your claim for all previous years you were eligible for the marriage allowance.

4.2 In certain circumstances we may ask you for proof of identity and home address for anti-money laundering purposes. For this purpose, we will also be undertaking 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.

4.3 To be eligible to make a claim for marriage allowance you will need to be either married or in a registered civil partnership. The eligibility criteria for making a claim can be found on the HMRC website: <https://www.gov.uk/marriage-allowance>.

4.4 By submitting a claim for the marriage allowance the person not paying income tax agrees to transfer up to 10% of their personal tax free allowance to the other person. This means that the person paying income tax at 20% will be paying less tax each year until you contact HMRC to tell them of any change of circumstances.

5. Marriage Allowance Application Form

5.1 Once you receive the marriage allowance application form "Application Form", you and your spouse will need to complete this. If we send this by post, a postage paid envelope will be provided for the purposes of returning the completed application form.

5.2 The person paying income tax at 20% will need to complete the Deed of Assignment in section 4A of the application form. By doing so they agree to nominate us to be the repayment nominee and to receive funds from HMRC on their behalf. Any funds received from HMRC as a result of HMRC's review of the taxpayer's account will be deposited into our segregated client bank account (which is non-interest bearing).

5.3 Upon receipt of the Application Form, HMRC will carry out a 360-degree review of the taxpayer's account. If a monetary credit or Refund (as defined in clause 9.1) is due to you (whether in relation to marriage allowance or not) this will be deposited into our client bank account.

5.4 All parts of the Application Form must be completed and returned to us otherwise we will not be able to perform the services and we may cancel your application. It is your responsibility for making sure all details in the application form are completed and that all the information you provide are accurate and correct.

6. Services

6.1 Upon receipt of your application form we will assess your claim (based on whether the claim appears to meet HMRC's publicly listed eligibility requirements) and either:

- (a) forward your application form to HMRC if it appears you have a valid claim;
- (b) cancel your application and destroy your application form if the claim appears to be invalid; or
- (c) amend your application form to remove any tax years for which you appear to be ineligible and submit the amended application form on your behalf to HMRC.

6.2 If we need to cancel your application and terminate the contract under clause 6.1(b) we will inform you in writing by email or post as soon as it is reasonably practicable to do so.

6.3 Under no circumstances whatsoever shall we be held responsible or liable for any damages as a result of our decision to cancel your application or submit an amended application form to HMRC in accordance with this clause 6.

6.4 We will perform the services with reasonable skill and care. The services are provided solely for the purpose of assisting you in submitting a claim for the marriage allowance. You acknowledge that we do not make any representations as to whether you will receive a full or partial tax rebate and that any use of average tax rebate figures provided using our website or in any other documentation or communication provided to you by us is neither an estimate or a guarantee of the tax refund you will specifically receive. We accept no responsibility or liability if your claim is rejected by HMRC for any reason.

6.5 Any advertising or promotional material of any kind that we might issue to you and which is expressly or, by its nature, supplied purely in order give you an indication of the kind of services that we provide or how we might be able to meet your requirements do not form part of the contract.

6.6 We shall use reasonable endeavours to process your application and submit it to HMRC (where we deem it suitable to do so) within 1 week of receipt of your completed application. However you acknowledge that all timescales for performance are estimates only and time shall not be of the essence for performance of the services. We cannot give any timescales or provide any guarantee as to how quickly we might hear from HMRC and this will depend on their processing backlogs.

6.7 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 Marriage Tax Claims on your behalf save for where such loss is caused as a result of our negligence.

6.8 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.

7. Your obligations

7.1 It is your responsibility to:

- (a) ensure that you are eligible to make a claim and that all information you provide is complete and accurate;
- (b) co-operate with us in all matters relating to the services; and
- (c) provide us with such information and materials as we may reasonably require in order to supply the services.

7.2 If our ability to perform the services is prevented or delayed by any failure by you to fulfil any obligation listed in these terms and conditions (Default):

- (a) we will be entitled to suspend performance of the services until you remedy your Default, and to rely on Your Default to relieve us from the performance of the services, in each case to the extent Your Default prevents or delays performance of the services;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the services; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Default.

7.3 We are not responsible for delays outside our control. If our supply of the services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

7.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the services to you. If so, this will have been stated on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8. Your rights to end the contract

8.1 You can end the contract immediately if:

(a) we have told you about an upcoming change to the services or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the services and you do not wish to proceed;

(c) there is a risk that supply of the services may be significantly delayed because of events outside our control; or

(d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months.

8.2 Under the Consumer Contracts Regulations 2013 you may also have a legal right to change your mind within 14 days and cancel the contract. You have 14 days after the day we email you to confirm we accept your registration in order to tell us you have changed your mind and would like to cancel the contract. However, once we have completed the services or forwarded your application to HMRC you cannot change your mind, even if the period is still running.

8.3 Tell us you want to end the contract. To end the contract with us, please let us know by writing to us at Ashley Howard, Hampson Jones Group, Bank House, The Paddock, Handforth, SK9 3HQ. Please provide your name, home address, reference number and, where available, your phone number and email address. We will not accept requests to end the contract in any other way.

9. Price and payment

9.1 For the purposes of this clause 9, "Refund" shall be defined as the total value of all monies and benefits (including without limitation non-monetary benefits such as those arising from any waiver, cancellation, reduction, saving, deduction or other interest or fines or other administrative payments) offered by HMRC in connection with and during the contract for whatever reason and in whatever format, which may include (without limitation) amounts obtained in connection with employment tax reliefs, mileage allowance relief, tax coding errors, incomplete years of employment or emergency tax coding notifications.

9.2 Our charges are 42% of any Refund (inclusive of VAT) plus £35.00 (inclusive of VAT). Any additional fees are set out in Schedule 1 of these terms and conditions.

9.3 Any decision to revoke your deed of assignment will be made entirely at our discretion. Where we make a decision to revoke your deed of assignment, we may at our discretion charge an administrative fee of £60.00 (inclusive of VAT).

9.4 We will raise an invoice for our charges once we receive confirmation from HMRC that a Refund shall be made. For the avoidance of doubt, no charges shall be payable unless a Refund is made.

9.5 We will off-set any amounts received from HMRC which have been deposited in our client bank account against your invoice before paying any surplus to you via cheque, Post Office Payable Order or bank transfer, at our discretion, within 28 days of cleared funds having been received from HMRC.

9.6 Notwithstanding clause 9.4 in the event that no monetary refund is deposited into our client bank account by HMRC but a Refund has been made (as described in clause 9.1), our invoice shall be payable within 14 days of the date of invoice.

9.7 You must pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.8 If you fail to make a payment under the contract by the due date, then, without limiting any other rights or remedies available to us, you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.9 Prices set out in Schedule 1 may be updated at our discretion.

10. Our responsibility for loss or damage suffered by you

10.1 We are not liable to you under any of the following circumstances, where you breach any of these terms and conditions for whatever reason; where you have provided false information; where no Refund is obtained; for the amount of Refund received; where you have already claimed a Refund; where your claim is not completed in the estimated timescales; where HMRC have different information on their system to that you have provided to us; where HMRC fail to provide adequate information when making Refund to allow us to trace the payment and there are delays whilst we communicate with HMRC to resolve the issue; where you owe money to HMRC or any other authority for underpayment of tax or any other reason; or any penalties that are applied by HMRC or any other authority.

10.2 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.

10.3 In the event that HMRC contact us after a Refund has been made to tell us that the Refund was made incorrectly: (a) 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 (b) you acknowledge that you will not be entitled to a refund for our charges.

10.4 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 up to

three times the amount of the Fee, but we are not responsible for any loss or damage that is not foreseeable.

10.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

11. Intellectual Property Rights

11.1 All intellectual property rights in or arising out of or in connection with the services shall be owned by us.

11.2 We grant you, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of our contract to use any materials we provide you for the purpose of receiving and using the services.

11.3 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you for the term of our contract for the purpose of providing the services.

12. How we may use your personal information

12.1 We will only use your personal information as set out in our Privacy Policy

13. Other important terms

13.1 We may sub-contract or transfer our rights and obligations under these terms to another organisation. Please refer to our Privacy Policy for details of other organisations that we work with. We will ensure that the transfer will not affect your rights under the contract.

13.2 You cannot transfer your rights or your obligations under these terms to another person.

13.3 This contract is between you, your spouse/partner and us. No other person shall have any rights to enforce any of its terms.

13.4 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.

13.5 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.

13.6 These terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

Schedule 1

1. Standard Fees

1.1. The standard fees payable for the Services are as follows:

1.1.1. A Contingent Fee equal to 42% (including VAT) of the recovered Refund, plus £35.00 inclusive of VAT; meaning that if the applicable fee amounts to less than the recovered Refund, the applicable fee payable will be the full amount of the recovered Refund.

1.1.2. In the event that a refund is paid by HMRC in instalments, the relevant contingent fee will apply to the whole of the Refund.

2. Additional Fees

2.1. Additional fees shall apply in the following circumstances which are payable in addition to the standard fees outlined in paragraph 1 above:

2.1.1. Issuing a replacement cheque or Post Office Payout® payment where the original has been lost or misplaced by you: £25 + VAT (£30) per replacement.

2.1.2. Issuing replacement documents where the original(s) has/have been lost or misplaced by you: £25 + VAT (£30) per document.

2.1.3. Additional administration fee applicable in the event that any refund is issued to a party other than us: £50 + VAT (£60) per payment.

2.1.4. Additional (discretionary) administration fee applicable in the event that we elect to revoke your deed of assignment: £50 + VAT (£60).

2.1.5. Please pay special attention to Clause 10, which sets out the termination fees which may apply in the event that you wish to bring an end to the Contract.