

THIS AGREEMENT is made the on the date of signature by the client

BETWEEN:

(1) Lime Tax Limited, trading as Helpclaimtax.co.uk, is a private company limited by shares incorporated and registered in England and Wales with company number 11476939 whose registered office is at Ratcliffe Cottage, 2 Toothill Road, Loughborough, Leicestershire, England, LE11 1PW ("the Service Provider") and

(2) The person whose name and signature, appear at the end of this Agreement ("the Client").

WHEREAS:

(1) The Service Provider provides the service of Marriage Allowance transfer submission to consumer clients.

(2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.

(3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Calendar Day" means any day of the year;

"HMRC" means His Majesty's Revenue & Customs;

"Month" means a calendar month;

"Fee" means the fee payable for the Services as fully detailed in Schedule 2;

"Services" means the services which are to be provided by Us to You as specified in Schedule 1 excluding the giving of any advice by us relating to the Services or any matters ancillary to the Services;

"We/Us/Our" means the Service Provider; and

"You/Your" means the Client.

1.2 Each reference in this Agreement to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, whatsapp, fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 Each reference to “this Agreement” is a reference to this Agreement and each of its Schedules as amended or supplemented at the relevant time.

1.5 Each reference to a Schedule is a reference to a schedule to this Agreement.

1.6 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.7 Each reference to the singular number shall include the plural and vice versa.

1.8 Each reference to any gender shall include the other gender.

1.9 References to persons shall include corporations.

2. Information About Us

2.1 **Lime Tax Limited**, trading as Helpclaimtax.co.uk, is a private company limited by shares incorporated and registered in England and Wales with company number 11476939 whose registered office is at Ratcliffe Cottage, 2 Toothill Road, Loughborough, Leicestershire, England, LE11 1PW.

3. The Contract

3.1 This Agreement governs the provision of Services by Us and embodies the contract between Us and You. Before signing this Agreement, please ensure that You have read it carefully. If You are unsure about any part of this Agreement, please ask Us for clarification.

3.2 A legally binding contract between Us and You will be created upon our mutual acceptance of this Agreement, indicated by Us and You signing this Agreement.

3.3 By signing this Agreement both parties hereby acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):

3.3.1 The main characteristics of the Services;

3.3.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 10);

3.3.3 The total Fee for the Services including taxes or, if the nature of the Services is such that the Fee cannot be calculated in advance, the manner in which it will be calculated;

3.3.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.3.5 Our complaints handling policy;

3.3.6 Where applicable, details of after-sales services and commercial guarantees;

3.3.7 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it;

4. Fee and Payment

4.1 The Fee payable for the Services is detailed in Schedule 2.

4.2 All Fees shown in this Agreement exclude VAT. If the rate of VAT changes between the date of this Agreement and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Fee where we have already received payment in full from you.

4.3 The Fee will be payable once we have provided the services and you have received either a Marriage Allowance Transfer or a tax code adjustment reflecting a tax refund from HMRC.

4.4 You agree that we have your authority to instruct HMRC to pay to Us or the collection agent nominated in Your Marriage Allowance Transfer, all and any income tax repayments resulting from the provision of the Services.

4.5 We will also charge a fee of £5 to transfer Your repayment.

4.6 Your repayment will be paid to You by Us within 30 days of Us receiving your refund from HMRC.

5. Providing the Services

5.1 As required by law, We will provide the Services with reasonable skill and care, and in accordance with any information provided by Us about the Services and about Us.

5.2 We will begin providing the Services on the date of this Agreement.

5.3 We will continue providing the Services until your Marriage Allowance transfer has been determined by HMRC.

5.4 We will make every reasonable effort to complete the Services on time (and in accordance with the specification in Schedule 1). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 8 for events outside of Our control.

5.5 If we require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Examples of what we will require include: details of all your earnings (CIS, self-employed, cash, PAYE and all other sources of income).

5.6 We will not check or verify the information provided by You or HMRC. The obligation is on You to provide Us with true and accurate information.

5.7 If the information or action required by You under sub-Clause 5.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or loss caused as a result.

5.8 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 5.5, We may suspend the Services (and will inform You of that suspension in writing).

5.9 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform You in advance in writing before suspending the Services.

5.10 You agree that We have Your authority to access on Your behalf Your tax records held by HMRC and to use the information contained within those records for the purpose of providing the Services.

5.11 We will only prepare Your Marriage Allowance Transfer from the information You provide to Us and from the information contained in Your tax records held by HMRC.

5.12 Where we are submitting a Marriage Allowance Transfer claim it is Your responsibility to inform us if you have already submitted a claim for the years upon which you are instructing us, have received a repayment from HMRC for any of those years, or if your tax code has already been adjusted by HMRC.

5.13 You consent to us using your signature if required to complete your Marriage Allowance Transfer Claim Form or 64/8 Form appointing us as your Tax Agent which includes instructions to HMRC allowing us to receive all tax refunds that may be due on your behalf. We will send you copies of the above mentioned documents once submitted on your request.

5.14 We may use other organisations to process Your information.

5.15 We may use an agency to invoice and collect monies owed to Us for Our services.

5.16 If You do not provide Us with the information We require to prepare Your Marriage Allowance Transfer form, you authorise Us and contractors working under Our authority to access Our HMRC government gateway.

6. Problems with the Services and Your Legal Rights

6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible.

6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

6.3 As a consumer, You have certain legal rights with respect to the purchase of services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

7. Our Liability

7.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of this Agreement or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By entering into this Agreement, You agree that You will not use the Services for such purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

7.3 We will not be responsible for any loss or damage resulting from any inaccuracy in Your Marriage Allowance Transfer claim caused by You providing Us with incorrect information, failing to provide Us with information we have requested or the use by Us of information contained within Your tax records held by HMRC.

7.4 Nothing in this Agreement seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

7.5 Nothing in this Agreement seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

7.6 Nothing in this Agreement seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

8. Events Outside of Our Control (Force Majeure)

8.1 We will not be liable for any failure or delay in performing Our obligations under this Agreement where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under this Agreement:

8.2.1 We will inform You as soon as is reasonably possible;

8.2.2 Our obligations under this Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

8.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

8.2.4 If an event outside of Our control occurs and You wish to cancel this Agreement, You may do so in accordance with Your right to cancel under sub-Clause 9.3.3;

8.2.5 If the event outside of Our control continues for more than 4 weeks, We may cancel this Agreement in accordance with Our right to cancel under sub-Clause 9.6.3 and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

9. Cancellation

9.1 You are free to cancel the Services and this Agreement without notice at any time before We begin providing them. A template cancellation is attached. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. A template cancellation is attached

9.2 Once We have begun providing the Services, You are free to cancel the Services and this Agreement at any time by giving Us 14 days written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4.

9.3 If any of the following occur, You may cancel the Services and this Agreement immediately by giving Us written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We

will invoice You for those sums and You will be required to make payment in accordance with Clause 4:

9.3.1 We enter into liquidation or have an administrator or receiver appointed over Our assets; or

9.3.2 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 8.2.4); or

9.3.3 We wish to change the terms of this Agreement to Your material disadvantage.

9.4 We may need to cancel the Services and this Agreement before We begin providing them due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation.

9.5 Once We have begun providing the Services, We may cancel the Services and this Agreement at any time by giving You 7 days written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and you will be required to make payment in accordance with Clause 4.

9.6 If any of the following occur, We may cancel the Services and this Agreement immediately by giving You written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4. We will not be required to give 7 days notice in these circumstances:

9.6.1 You fail to make a payment on time as required under Clause 4; or

9.6.2 You have breached this Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You to do so in writing; or

9.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 8.2.5).

9.7 For the purposes of this Clause 9 (and in particular, sub-Clause 9.6.2) a breach of this Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

10. Communication and Contact Details

10.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0333 344 7118 or by email at Admin@helpclaimtax.co.uk

10.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:

10.2.1 Contact Us by email at Admin@helpclaimtax.co.uk

11. Customer Complaints Policy Summary

11.1 We are dedicated to providing excellent customer service and maintaining a healthy customer relationship at all times. We have a Complaints Policy to ensure all complaints are handled as efficiently and effectively as possible. As a customer of ours, you are entitled to make a complaint to us which will be investigated and responded to in accordance with the below policy.

11.2 The following outlines our policy and procedures for the handling of written complaints.

11.2.1 Summary:

We want to resolve your complaints as soon as possible. Please email complaints@helpclaimtax.co.uk and We will do our best to fix any problems you may be having with our service.

Our Responsibilities:

- To provide an efficient, fair and structured mechanism for handling complaints.
- To provide all of our customers with access to the complaints handling process.
- To keep customers informed as to the progress of their complaint and the expected timeframe for resolution.
- Quarterly to review our complaints so that we can improve our standard of customer service.

11.2.2 Handling Your Complaint:

- Upon receiving a complaint by email, we will acknowledge your matter in writing within 5 business days.
- We will keep you informed of the progress of your complaint, proposed actions and the expected timeframe for resolution.
- Our aim is to resolve complaints in a timely manner and we will generally resolve a matter within 30 calendar days.
- Complex complaints may take longer than 30 calendar days to resolve. In these cases, we will regularly update you on the progress and likely timeframe for resolution.
- We will advise you of the outcome of your complaint. Where you have requested us to do so, we will advise you in writing.

11.2.3 Customer Complaints Policy Summary

Step One:

If you have a complaint regarding any aspect of your account or dealings with the company, we urge you to contact us immediately, via email at complaints@helpclaimtax.co.uk. Our objective is to resolve the vast majority of enquiries or complaints during your first contact with us.

Step Two:

Complaints made to the company are overseen by our Leadership Team. After a complaint is made, if it is not immediately resolved, we may need to investigate it. This process may take 15 Business Days, or longer (in which case we will update you with a reason for the delay and the expected timeframe). If you are not satisfied with the response tendered to you, you may escalate your complaint to the Senior Leadership Team and you will be notified of this.

Step Three:

When your complaint has been reviewed by a senior manager, the outcome reached is final. We will confirm this with you in writing within 10 business days

12. How We Use Your Personal Information (Data Protection)

12.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

12.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available on request or alternatively on our website.

13. Other Important Terms

13.1 We may transfer (assign) Our obligations and rights under this Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) Your obligations and rights under this Agreement without Our express written permission (such permission not to be unreasonably withheld).

13.3 This Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

13.4 If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

13.5 No failure or delay by Us or You in exercising any of our respective rights under this Agreement means that such right has been waived, and no waiver by Us or You of a breach of any provision of this Agreement means that either Party will waive any subsequent breach of the same or any other provision.

13.6 You agree that We are entitled to perform any of Our obligations under this Agreement through any other member of Our group or through suitably qualified and skilled sub-contractors.

14. Governing Law and Jurisdiction

14.1 The Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

14.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency

DECLARATION

I confirm that I have read and understood these terms and conditions of business for Lime Tax Limited, trading as Helpclaimtax.co.uk as set out in this document and my signature below is my agreement to be bound by these terms and conditions. I understand that my continuing instructions in this matter will amount to acceptance of these terms and conditions.

Signed by the client 1:

Signed by the client 2:

Print name 1:

Print name 2:

Dated:

Dated:

SIGNED for and on behalf of the Service Provider by:

Lime Tax Limited

Lime Tax Limited

SCHEDULE 1

The Services

Preparation and submission of Your Marriage Allowance Transfer claim based on the information provided to Us.

SCHEDULE 2

The Fee

1. You agree that no Fee shall be paid by You if you do not receive Marriage Allowance Transfer or if your tax code is not adjusted by HMRC to reflect a tax refund.
2. You agree that you will pay us a Fee of 30% plus the applicable rate of VAT of any tax refund recovered on your behalf from the provision by Us of the Services, or
3. You agree that if your tax code is adjusted by HMRC to reflect a tax refund and you do not receive a tax refund payment then you will pay Us 30% of the value of that adjustment plus the applicable rate of VAT.

Payment

1. You agree that we can deduct the Fee from any income tax repayment sent to us by HMRC resulting from the provision by us of the Services.
2. You agree that if any tax repayment is sent directly to you by HMRC you will at once notify us of that repayment and upon demand immediately pay us the Fee.
3. You agree that in the event that this Agreement is cancelled pursuant to clause 9.2, 9.3, 9.5 or 9.6 we are entitled to charge you an administrative fee of £30.00 plus the applicable rate of VAT.

Right to cancel

If you change your mind, we do offer a right to cancel. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into, also referred to as the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post – we recommend recorded delivery – fax or email).

Our contact details are: – Lime Tax Limited trading as helpclaimtax.co.uk

Address: Ratcliffe Cottage, 2 Toothill Road, Loughborough, Leicestershire, England, LE11 1PW

Telephone: 0333 344 7118 Email: marriage@helpclaimtax.co.uk

You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you requested work to begin on your Claim during the cancellation period, and you subsequently cancel the agreement after we have started work as requested but before the expiry of the Cancellation Period, we may charge you any Basic Charges and Disbursements and applicable VAT reasonably incurred during that period.

Model cancellation form

To: Lime Tax Limited trading as helpclaimtax.co.uk, Ratcliffe Cottage, 2 Toothill Road, Loughborough, Leicestershire, England, LE11 1PW

Telephone: 0333 344 7118 Email: marriage@helpclaimtax.co.uk

I hereby give notice that I cancel my contract dated [] for the supply of services.

Name:

Address:

Reference:

Signature: (only if this form is notified on paper)

Date: