

TERMS AND CONDITIONS

This Agreement forms a contract between you the 'Client(s)' and TR Forensic Accountants. TR Forensic Accountants is a private limited company situated at 4Th Floor Cardinal House, 20 St. Marys Parsonage, Manchester M3 2LY. You should not sign this contract until you have read the agreement and services that TR Forensic Accountants provide, including any fees payable to them. Please note that you have a 14-day cooling off period to withdraw from the contract. 'Instruction' means your instruction to us to commence the services contained within these Terms, your instruction is given once you provide your signature on our web form or via a wet signature on this form. Once you provide TR Forensic Accountants with your instruction you agree to and are bound by the TR Forensic Accountants Terms and Conditions.

1. SERVICE

- 1.1.** These are the terms on which **TR Forensic Accountants** agrees to provide the Claims Service and you agree both to be bound by them and to acknowledge them once we have received your instructions to proceed with your claim(s).
- 1.2.** **TR Forensic Accountants** will assist with your claim on a 'No Win No Fee' contingency basis.
- 1.3.** The Questionnaire is to allow us to provide HMRC with the information required for your claim(s).
- 1.4.** You agree to answer all questions honestly and to your best ability and understand that **TR Forensic Accountants** are in no way responsible for any incorrect information you provide. You understand that you will take full responsibility for this.
- 1.5.** Once your instructions have been received **TR Forensic Accountants** has the right to deal exclusively with the claim(s), unless otherwise agreed in writing by you and **TR Forensic Accountants**.
- 1.6.** You understand that any successful claim(s) will be subject to fees as set out in Clause 2.

- 1.7.** You will deal promptly with requests by **TR Forensic Accountants** for authority, information, documents or further requests that **TR Forensic Accountants** might make.
- 1.8.** You will inform **TR Forensic Accountants** promptly of any relevant matters affecting the claim(s), such as direct contact from HMRC requiring our attention.
- 1.9.** **TR Forensic Accountants** will use reasonable endeavours to obtain compensation for the claim (s) pursued.
- 1.10.** **TR Forensic Accountants** will promptly notify you if we decide not to pursue your claim(s) and cancel this Agreement under Clause 6.
- 1.11.** If the claim is unsuccessful, **TR Forensic Accountants** will endeavour to inform you.
- 1.12.** By signing this agreement, you are authorising **TR Forensic Accountants** to act as an agent and nominee on your behalf with HMRC. Furthermore, you agree to the signing of a Deed of Assignment whereby **TR Forensic Accountants** shall be assigned and nominated to receive and process your tax refund.

2. FEES

- 2.1.** No fees will be charged to you in respect of an unsuccessful claim. Where a claim is successful, **TR Forensic Accountants** will charge a contingency fee representing no more than the greater value of either **37% plus VAT or £60.00 (minimum threshold)** in respect of any claims/compensation/goodwill/rebate payment recovered on your behalf. The contingency fee of **37% plus VAT** is calculated before any applicable tax payment/deduction of which you are liable if the claim is above the **minimum threshold of £60.00**. Under no circumstances will you be required to pay more to us than this amount.

Example Refund Received

Tax Refund: £1000.00

Fee charged @ 37%: £370.00

VAT @ 20%: £74.00

Total Fee (Fee + VAT): £444.00

Consumer Receives: £556.00

Example 2. Tax Rebate is equal to the minimum charge

Refund Received

Tax Refund: £60.00

Minimum Fee charged: £60

Consumer Receives: £0.00

2.1.1. Where the value of redress / compensation / goodwill / rebate received from HMRC falls below **£60.00, TR Forensic Accountants** will limit our Fee to the total amount of the redress/compensation/goodwill/rebate received. We will not ask you to pay any additional charges and the claim will be closed. **TR Forensic Accountants** reserves the right not to contact you in this instance.

2.1.2. If you are paid by the HMRC directly as a result of your claim **TR Forensic Accountants** has made on your behalf, you will inform us immediately. If disclosure is not received within a reasonable timescale our fee is calculated upon the claim amount received / disclosed within the financial year to which the claim is applicable. It will be determined that a refund has been paid directly to you if **TR Forensic Accountants** has been informed by HMRC that this is the case and/or **TR Forensic Accountants** has not received an outcome from HMRC within 9 months of submitting your claim to HMRC and you have not disclosed to us otherwise and our fee in accordance with clause 2.1 will be due.

2.2. Where fees remain unpaid and **TR Forensic Accountants** are forced to either take court action or appoint a debt collection agency to recover outstanding monies, **TR Forensic Accountants** reserve the right to increase the amount owed by an amount equivalent to the cost of that recovery. A court may also award additional cost and/or statutory interest at the rate of 8% above Bank of England.

- 2.3.** You understand that if you have a successful claim **TR Forensic Accountants** will run ID Verification checks (required by the HMRC).

3. CONCERNS ABOUT OUR SERVICE

TR Forensic Accountants operates an internal complaints procedure for the resolution of complaints regarding services provided by our claims management department. In the event that you have a complaint about the service which we provide, please write to: Complaints Department: TR Forensic Accountants is a private limited company situated at 4Th Floor Cardinal House, 20 St. Marys Parsonage, Manchester M3 2LY.

4. AGREEMENT

This agreement will be effective from the date you give your instruction to **TR Forensic Accountants** to proceed with your claim. By giving your instruction you agree to be bound by these Terms and Conditions until such a point that the contract is terminated or your claim is brought to a final conclusion.

5. TERMINATION

- 5.1.** Once you have provided your instructions to **TR Forensic Accountants** and the claims process has begun, you will have 14 days to cancel the agreement without any consequence or cancellation fee. This process is known as 'cooling off period. You may terminate this agreement with **TR Forensic Accountants** in writing at any time within the cooling off period via post or email. Upon signing this agreement, and where **TR Forensic Accountants** is instructed to do so, they will acknowledge that the agreement has been terminated in writing. Your claim is deemed successful if we receive an offer from the HMRC.
- 5.2.** You acknowledge that once a claim has been successful or you receive any benefit from instructing **TR Forensic Accountants** to bring a claim, you will be liable to pay the contingency fee as set out at clause 2 opposite. Termination of this agreement following such success will still incur the appropriate fee as outlined in clause 2 of this agreement.
- 5.3.** In some cases, **TR Forensic Accountants** may decide that they are unable to continue to act for you. Examples of where this may occur are: if **TR Forensic Accountants** cannot obtain clear instructions from you; if they believe that they will not be successful in your claim, or if they have been given misleading instructions or information from you.

6. DISCLAIMER

- 6.1. TR Forensic Accountants** is not responsible for the refund of tax or the rejection of a claim where:
- 6.1.1.** The Client(s) has provided information which that is false, incorrect, inaccurate, insufficient or misleading in any way.
 - 6.1.2.** The Client(s) has already applied for and/or received a refund of tax prior to making a claim with us.
 - 6.1.3.** The Client(s) owes money to HMRC.
 - 6.1.4.** HMRC has information that is different to that provided by you.
- 6.2.** If HMRC determine that a refund of tax has been made incorrectly and ask for it to be paid back. **TR Forensic Accountants** is under no obligation to refund our fee in this instance however where possible, we will do so.

To lodge a complaint or comment on our service, please email tax@trfa.co.uk. We endeavour to respond to all complaints and comments within 14 working dates of receipt thereof.

PRIVACY POLICY

Last Updated On 13-Mar-2023

Effective Date 01-Mar-2023

This Privacy Policy describes the policies of TR Forensic Accountants, 4th Floor Cardinal House, 20 St Mary's Parsonage, Manchester M3 2LY, United Kingdom of Great Britain and Northern Ireland (the), email: tax@trfa.co.uk, phone: 0161 552 7407 on the collection, use and disclosure of your information that we collect when you use our website (trfa.co.uk). (the "Service"). By accessing or using the Service, you are consenting to the collection, use and disclosure of your information in accordance with this Privacy Policy. If you do not consent to the same, please do not access or use the Service.

We may modify this Privacy Policy at any time without any prior notice to you and will post the revised Privacy Policy on the Service. The revised Policy will be effective 180 days from when the revised Policy is posted in the Service and your continued access or use of the

Service after such time will constitute your acceptance of the revised Privacy Policy. We therefore recommend that you periodically review this page.

Information We Collect:

We will collect and process the following personal information about you:

- Name
- Email
- Mobile
- Date of Birth
- Address
- Work Address
- Payment Info
- Marital Status
- National Insurance Number
- Income Information

How We Collect Your Information:

We collect/receive information about you in the following manner:

- When a user fills up the application form or otherwise submits personal information
- Interacts with the website
- From public sources

How We Use Your Information:

We will use the information that we collect about you for the following purposes:

- Marketing/ Promotional
- Creating your account on our system
- Processing your tax refund claim and processing your electronically signed Deed of Assignment
- Testimonials
- Enforce T&C
- Administration info
- Targeted advertising
- Manage your tax refund process

If we want to use your information for any other purpose, we will ask you for consent and will use your information only on receiving your consent and then, only for the purpose(s) for which grant consent unless we are required to do otherwise by law.

How We Share Your Information:

We will not transfer your personal information to any third party without seeking your consent, except in limited circumstances as described below:

- Ad service
- Legal entities and our subsidiary Achel Group Limited
- Analytics

We require such third party's to use the personal information we transfer to them only for the purpose for which it was transferred and not to retain it for longer than is required for fulfilling the said purpose.

We may also disclose your personal information for the following: (1) to comply with applicable law, regulation, court order or other legal process; (2) to enforce your agreements with us, including this Privacy Policy; or (3) to respond to claims that your use of the Service violates any third-party rights. If the Service or our company is merged or acquired with another company, your information will be one of the assets that is transferred to the new owner.

Retention Of Your Information:

We will retain your personal information with us for 90 days to 2 years after users terminate their accounts or for as long as we need it to fulfill the purposes for which it was collected as detailed in this Privacy Policy. We may need to retain certain information for longer periods such as record-keeping / reporting in accordance with applicable law or for other legitimate reasons like enforcement of legal rights, fraud prevention, etc. Residual anonymous information and aggregate information, neither of which identifies you (directly or indirectly), may be stored indefinitely.

Your Rights:

You have a right to access and rectify or erase your personal data or receive a copy of your personal data, restrict or object to the active processing of your data, ask us to share (port) your personal information to another entity, withdraw any consent you provided to us to process your data, a right to lodge a complaint with a statutory authority and such other

rights as may be relevant under applicable laws. To exercise these rights, you can write to us at tax@trfa.co.uk. We will respond to your request in accordance with applicable law.

Do note that if you do not allow us to collect or process the required personal information or withdraw the consent to process the same for the required purposes, you may not be able to access or use the services for which your information was sought.

Cookies Etc.

To learn more about how we use these and your choices in relation to these tracking technologies, please refer to our Cookie Policy.

Security:

The security of your information is important to us and we will use reasonable security measures to prevent the loss, misuse or unauthorized alteration of your information under our control. However, given the inherent risks, we cannot guarantee absolute security and consequently, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

Grievance / Data Protection Officer:

If you have any queries or concerns about the processing of your information that is available with us, you may email our Grievance Officer at TR Forensic Accountants, 4th Floor Cardinal House, 20 St Mary's Parsonage, email: tax@trfa.co.uk. We will address your concerns in accordance with applicable law.