

# Key Terms

**Your refund will be paid to you directly by RIFT Tax Refunds rather than HMRC.** When we receive your refund from HMRC, we take out our agreed fee amount and then pay the refund to you utilising your preferred method of payment - either by cheque or bank transfer. If your tax refund claim is unsuccessful, then there are no charges for our time.

## **Our standard rates are as follows:**

### **Tax refund if you're employed under PAYE:**

30% of refund claimed +VAT (minimum fee £50 +VAT)

36% including VAT. Minimum £60, including VAT.

### **CIS Tax refund or Tax Return:**

£275 +VAT (£330 including VAT)

### **Self-Assessment from:**

£95 + VAT (call us on 01233 628648 for a quote. £114 including VAT)

You have 14 days after the date we confirm to you that we have accepted your 64-8 form to change your mind. If you change your mind, please contact us by phone on **01233 628648** to confirm.

We recommend that you print a copy of these terms for future reference. Alternatively, you can download a pdf of these terms by visiting [www.riftrefunds.co.uk/terms-and-conditions/](http://www.riftrefunds.co.uk/terms-and-conditions/)

# Terms and Conditions

When you instruct us to provide tax return and/or tax refund services, you are agreeing to the matters under the following headings in these terms:

- **The meaning of certain words**
- **Where to find information about us and our services**
- **We don't give business customers all the same rights as consumers**
- **If you are a business customer this is our entire agreement with you**
- **We only accept your instructions when we've checked them**
- **What we will do for you**
- **Our obligations to you**
- **Your obligations to us**
- **Our fees**
- **How we handle your Tax Refund**
- **RIFT Guarantee**
- **Data Protection and Money Laundering**
- **Our responsibility for losses you suffer.**
- **Nobody else has any rights under our contract with you**
- **If you need to complain**
- **If you are consumer you have a right to change your mind**
- **We can end our contract with you**
- **Changes we can make if we give you notice and an option to terminate**
- **You can go to court.**

By clicking **"Accept"**, you confirm that you accept these terms of use and that you agree to comply with them.

We recommend that you print a copy of these terms for future reference. Alternatively, you can download a pdf of these terms by visiting [www.riftrefunds.co.uk/terms-and-conditions/](http://www.riftrefunds.co.uk/terms-and-conditions/)

**If you have any queries about what these terms mean, please contact us.**

## **1. Meaning of certain words.**

### **In these terms:**

We use the words “RIFT”, “we”, “us” and “our” when referring to RIFT Tax Refunds, a trading name of RIFT Ltd. We’re a company incorporated in England and Wales (Company number: 04088211). Our registered office is The Cobalt Building, 1600 Eureka Park, Upper Pemberton, Ashford, Kent, TN25 4BF.

When we use the words “you” and “your” we are referring to the person to whom we are providing our services.

## **2. Where to find information about us and our services.**

You can find everything you need to know about us, RIFT Ltd, our services, and our fees and how you pay them on our website before you ask us to provide our services – please refer to our Key Terms section at the beginning of this document. We also confirm the fees that we will charge, alongside your expected refund (if applicable), when we send you your Tax Refund claim or Tax Return for approval, by email.

## **3. We don’t give business customers all the same rights as consumers.**

For example, business customers can’t cancel their orders, they have different rights where there is a problem with a service and we don’t compensate them in the same way for losses caused by us or our services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. If you are a consumer, please refer to paragraph 17 which includes important information about your right to change your mind.

## **4. If you are a business customer this is our entire agreement with you.**

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

## **5. We only accept your instructions when we’ve checked them.**

We contact you to confirm we’ve received and accepted your signed authority form 64-8. It is at that point the contract between you and us is formed.

## **6. What we will do for you.**

- 6.1** Tax Refund. If you have instructed us to provide Tax Refund services, we will use the information you have provided in your MyRIFT account or Tax Refund Pack, and through telephone calls and email correspondence with you, to assess and calculate your claim. Once we have calculated your Tax Refund, we complete and submit the appropriate signed forms to claim a tax refund from HMRC.
- 6.2** Tax Return. If HMRC require you to submit a Tax Return, but a Tax Refund is not available or suitable, RIFT will calculate how much tax you owe, and complete and submit a signed Tax Return to HMRC.
- 6.3** Handling an enquiry from HMRC. If HMRC launch an enquiry into your Tax Return or Tax Refund claim, we will gather the required information and respond to all queries from HMRC until the enquiry is closed. If we submitted the Tax Return or Tax Refund claim on your behalf, we will handle the enquiry free of charge. If you would like us to defend an HMRC enquiry for a tax return or tax refund claim that we did not prepare or submit, we will charge you an additional amount. Where additional amounts are due, we will only proceed with your agreement on costs.
- 6.4** Tax Code. If you receive a Tax Refund through our service, we’ll contact HMRC to check and update your tax code. We do this because HMRC may automatically change your tax code to include any job expenses for which you have previously claimed. This change assumes that your travel and subsistence costs will continue to stay exactly the same. As you may have a varied workplace and work pattern, we will remove any job expenses that HMRC add into your tax code as part of our aftercare service. This will prevent you paying too little tax if your circumstances change. If you’d prefer us not to contact HMRC to remove these expenses, please let us know. However, please be aware that if you decide to keep the expenses in your tax code, HMRC will expect you to justify them each year.
- 6.5** RIFT Rapid Refund. We may agree to provide our “RIFT Rapid Refund” service to you if you meet the necessary eligibility. Where we agree with you in writing that we will provide our RIFT Rapid Refund Service:
  - If you sign up to the RIFT Rapid Refund service before you are assigned to one of our Personal Tax Specialists, we will “fast-track” you through our internal queues and ensure that one of our Personal Tax Specialists attempts to contact you by the end of the next working day.

- Once we have completed your tax refund claim, we will pay you an amount equal to 50% of the amount which we estimate you are likely to receive by way of a tax refund from HMRC, less 50% of our estimated fees including VAT, in advance of us submitting your claim to HMRC (“Advance Payment”). For example, if the amount we estimate due to you as a tax refund is £1,000 and our fees are £420 (including VAT), we will pay an advance of £290, calculated as £500 (50% of the refund) less £210 (50% of our fee including VAT).
  - We will then pay you the balance of the tax refund (less a deduction for the remainder of our fees and any applicable VAT) within 2 working days of us receiving your tax refund from HMRC.
  - If HMRC does not send your tax refund to us (for example, because you asked for the refund to be sent to you), we will invoice you for our fees (including any applicable VAT) and require you to repay the Advance Payment. You will need to pay our invoice and repay the Advance Payment within 7 days of receipt of our invoice.
  - if your refund is less than expected (for example, because you have not provided us with all relevant information, because any of the information you have provided was incorrect, because HMRC has disallowed part of the claim or due to HMRC error) we may require you to repay some or all of the Advance Payment to us.
- 6.6** Our services are provided on an ongoing basis each year. We will contact you every year to see if you wish to continue with our Tax Refund or Tax Return services. If you no longer wish us to do so, please let us know by responding to our email or contacting us by phone on 01233 628648. The contract will end immediately and, if you have pre-paid for services, we will refund any sums paid by you for services not provided.

## **7. Our obligations to you.**

- 7.1** We will provide our services with reasonable care and skill and will accurately process all information you provide to us and take all actions necessary in connection with the provision of our services as quickly as possible.
- 7.2** If HMRC charge a penalty for the late filing of a document or any other default which is caused by us, we will pay the penalty. If it's not our fault, you will have to pay it.
- 7.3** We maintain high standards of conduct in our dealings with government departments and others. We may decline to provide a service if we reasonably believe that doing so may breach those standards. We will notify you as soon as we can if we decide not to provide a service.
- 7.4** If you do not provide all the relevant information in our requested timeframes, we will not be liable for the outcome of your Tax Refund claim or Tax Return, or any potential late filing fines. This exemption only applies to the extent that the outcome or fines are a direct result of your failure to provide the required information within the timeframes requested by us.
- 7.5** We will not be liable for any delays in Tax Refunds being paid to you where they have been caused by HMRC's procedures and security checks.

## **8. Your obligations to us.**

- 8.1** You agree to co-operate with us so that we can provide the services in accordance with our obligations.
- 8.2** You agree to provide the information that we ask for promptly and to make sure that this information is true, accurate, correct and complete, including taking all the necessary steps to get this information from other sources if required.
- 8.3** You will keep accurate records and receipts as required by HMRC to support your Tax Refund claim and retain them for seven years following the tax year to which your Tax Return relates.
- 8.4** You must tell us about all your sources of income and the amounts you receive, including but not limited to, any PAYE, self-employed, pension or rental income and any benefits received in every tax year for which RIFT is completing a Tax Refund claim or Tax Return. You must also provide honest, accurate and correct details of the money you have spent for the purposes of your work or business, and provide documentary evidence to support your spending when we request it.
- 8.5** You are responsible for approving any Tax Refund claim or Tax Return before we submit it to HMRC. Your approval may be given by either clicking the 'Accept' button on our email to you containing your Tax Refund claim or Tax Return, or in writing by email.
- 8.6** You accept that you may have to pay back any money received where the claim was based on incorrect information provided by you. If that happens, you will have no right to claim back any money from RIFT, including our fee, unless we have made an error too.

## 9. Our fees.

9.1 Under normal circumstances we take our fee from your refund when we received it from HMRC, so you have nothing to pay up front. If you have a liability owed to HMRC that was not known to us at the time we submitted your Tax Refund claim, we reserve the right to seek payment of the full charge from you for the services we provided. If there is no refund due but you have to file a Tax Return anyway (for example, if you're self-employed) we will ask you to pay our fee before we submit it.

9.2 Our standard fees are set out in the table below.

<b>PAYE Tax Refund Claims (note: subject to a minimum fee in all cases of £50 plus VAT)</b>		
	<b>Our fee for your first claim</b>	<b>Our fees for any subsequent claim(s)</b>
<b>Existing customers who have signed up with us before 1 February 2023 (for the period to 1 April 2023 only)</b>	28% of the value of your claim plus VAT	28% of the value of your claim plus VAT
<b>New customers who sign up on or after 1 February 2023 and existing customers from 1 April 2023</b>	30% of the value of your claim plus VAT	28% of the value of your claim plus VAT
<b>Ministry of Defence employees</b>	30% of the value of your claim plus VAT (or 28% plus VAT for the period to 1 April 2023 where you have signed up with us before 1 February 2023)	25% of the value of your claim plus VAT

<b>CIS Tax Return or CIS Tax Refund Claim (note: subject to a minimum fee in all cases of £50 plus VAT)</b>		
	<b>Our fee for your first claim</b>	<b>Our fees for any subsequent claim(s)</b>
<b>Existing customers who have signed up with us before 1 February 2023 (for the period to 1 April 2023 only)</b>	£245 plus VAT	£275 plus VAT
<b>New customers who sign up on or after 1 February 2023 and existing customers from 1 April 2023</b>	£275 plus VAT	£275 plus VAT

9.3 Where we provide our RIFT Rapid Refund services, our fees are as set out in the table below.

<b>PAYE Tax Refund Claims using RIFT Rapid Refund Service</b>		
	<b>Our fee for the first year</b>	<b>Our fees for any subsequent year(s)</b>
<b>Existing customers who have signed up with us before 1 February 2023 (for the period to 1 April 2023 only)</b>	35% of the value of your claim plus VAT	35% of the value of your claim plus VAT
<b>New customers who sign up on or after 1 February 2023 and existing customers from 1 April 2023</b>	37% of the value of your claim plus VAT	35% of the value of your claim plus VAT
<b>Ministry of Defence employees</b>	37% of the value of your claim plus VAT (or 35% plus VAT for the period to 1 April 2023 where you have signed up with us before 1 February 2023)	32% of the value of your claim plus VAT

<b>CIS Tax Return or CIS Tax Refund Claims using RIFT Rapid Refund Service</b>		
	<b>Our fee for your first claim</b>	<b>Our fees for any subsequent claim(s)</b>
<b>All CIS Tax Return or CIS Tax Refund Claim Customers</b>	£345 plus VAT	£345 plus VAT

9.4 For handling an HMRC enquiry into a claim not submitted by RIFT, our fees are £85 per hour plus VAT. This is subject to a minimum fee of £85 plus VAT.

- 9.5** Where we provide our tax return services and no refund is due to you, our fees vary depending on the complexity of the tax return. Once we have received your self-assessment code or signed 64-8 form, a RIFT tax specialist will begin gathering the information needed to complete your Tax Return. At this stage, the complexity will be assessed and we will provide you with a quote. Our tax return service fees are subject to a minimum fee of £95 plus VAT. You will need to pay our fees in full before we send your Tax Return to you for approval.
- 9.6** We review our fee rates once a year, and we will advise you of any changes to them before they affect you. If you wish to cancel the contract, please refer to paragraph 18.
- 9.7** If the rate of VAT changes between the date our contract with you is formed and the date we supply the services, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

## **10. How we handle your Tax Refund.**

- 10.1** You authorise us to receive payment of all sums relating to your Tax Refunds claimed by us on your behalf. We will deduct our fees from the sums received from HMRC and promptly forward the balance to you.
- 10.2** If HMRC send a Tax Refund directly to you without our authorisation, you must pay the fees due to us. If you do not pay us when required to do so, we may take legal action against you and we may seek our costs of recovery in addition to what you owe us.
- 10.3** The calculations and computations we produce to submit your Tax Refund or Tax Return are for our use only. If you use these calculations or any other information prepared by RIFT to submit your own Tax Refund claim, Tax Return, or a Tax Refund claim or Tax Return through another party (for example, an accountant), or to make a fraudulent tax return, we will not be held responsible for any action HMRC subsequently take and we will pursue you for payment of the full amount of our fees.

## **11. RIFT Guarantee.**

- 11.1** Under the RIFT Guarantee, if HMRC open an enquiry into your claim, we will handle the enquiry free of charge. If the enquiry results in any money being repayable to HMRC, we will make the repayment provided you have given us full and accurate information about your income, outgoings and any money you owe HMRC. You must make every effort to obtain the information required as part of HMRC enquiries. If you do not provide information or assist us when requested by us, it may result in us withdrawing the RIFT Guarantee.
- 11.2** The RIFT Guarantee does not apply and you will have to make the repayment if:
- 11.2.1** You have provided incorrect or incomplete information, or
  - 11.2.2** The repayment is for a claim we did not submit, or
  - 11.2.3** You owe HMRC money which is not related to the Tax Refund claim we have submitted.

## **12. Data Protection and Money Laundering.**

- 12.1** We are registered as a fee payer with Information Commissioner's Office under registration no. Z8756842.
- 12.2** How we use any personal data you give us is set out in our Privacy Notice.
- 12.3** We will securely store all of your physical documents for 3 years from the end of the tax year to which they relate in accordance with our retention policy guidelines. After this 3 year period, we will securely destroy your physical documents in accordance with the ISO BS EN 15713 standard, which relates to the secure destruction of confidential waste. If you require your documents to be returned to you within the 3 year retention period, please contact us.
- 12.4** We are registered with HMRC for money laundering supervision (as required under the UK's Money Laundering Regulations). Our registration number is XVML00000178959. The Money Laundering Regulations require us to check your identity and keep evidence that we have done so. We may carry out electronic searches against your name - for example, against the electoral register - and may ask you to send us photographic ID and two proofs of address so that we can provide the services which fall within the scope of the Money Laundering Regulations.

### 13. Our responsibility for losses you suffer.

**13.1** We don't compensate you for all losses caused by us or our services.

**13.2 Our liability to consumers:** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

**Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);

**Caused by a delaying event outside our control,** as long as we contact you as soon as reasonably possible to tell you about the delay and do what we can to reduce the delay;

**Avoidable.** Something you (or your agents, employees, officers or advisors) could have avoided by taking reasonable action. For example, we will not be responsible for losses you suffer because you:

- fail to act on our advice;
- do not provide us with complete and correct information relevant to the services we are providing, within the timescales we request; or
- withhold, misrepresent or conceal relevant information; or

**A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in paragraph 13.3.

**13.3 Our liability to businesses.** If you're a business customer, then, except in respect of the losses described in paragraph 13.4:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of (i) £250 and (ii) 150% of the total sums paid by you for services under such contract in the 12 month period preceding the date upon which the claim arose.

**13.4** Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

### 14. Nobody else has any rights under our contract with you.

**14.1** The contract under these terms is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**14.2** The advice and information we provide to you as part of our services is for your sole use and not for any third party to whom you may communicate it, unless we have expressly agreed with you that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them.

## **15. You have rights if there is something wrong with the services we provide.**

### **15.1** Your rights and remedies if you are a consumer.

**15.1.1** We honour our legal duty to provide you with services that are as described to you on our website and that meet all the requirements imposed by law.

**15.1.2** The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

**15.2** Your legal rights summarised above are subject to certain exceptions. For detailed information please visit the Citizens Advice website ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)). You have options for resolving disputes with us, including through our formal and informal Complaints Processes.

**15.3** Your rights and remedies if you are a business customer. We warrant that we will provide our services with reasonable care and skill. We shall, at our option, repeat or fix a service if it's not carried out with reasonable care and skill or refund the price of the defective service in full and this will be your only remedy for breach of this warranty.

## **16. If you need to complain.**

**16.1** We have been established since 1999, and are proud of our commitment to quality and our dedication to customers. With thousands of clients every year, occasionally we might not get it right and if you are not happy with any aspect of our performance, we would like to know about it. We want to put it right and prevent it from happening again.

**16.2** If you are not happy, please let a member of our staff know as soon as possible. In the majority of cases your complaint will be resolved immediately. If you wish to take it further please follow our Complaints Process below.

### **16.3** Complaints Process

**16.3.1** When you contact us, please let us know that you wish to discuss your issue with our Customer Care Team. We will take your contact details so that we can arrange for the Customer Care Team to call you at a convenient time.

**16.3.2** A member of the Customer Care Team will speak with the member of staff involved in your matter and collate our notes of the issues and decisions at each stage. The Customer Care Team member will have the relevant information to hand when they call you.

**16.3.3** The Customer Care Team will then try to deal with the issue by:

- If not apparent from our notes, establishing what has happened so far, and who has been involved
- Clarifying the nature of the complaint and what remains unresolved
- Clarifying what you feel would put things right
- Agreeing a route to resolution with you.

**16.3.4** When we have carried out what we said we would to resolve your complaint, we will confirm with you that the issue has now been resolved and the complaint is closed.

**16.4** If you want to make a formal complaint instead, please write to:

**The Customer Experience Manager  
RIFT Ltd:  
The Cobalt Building, 1600 Eureka Park,  
Lower Pemberton, Kennington,  
Ashford, Kent, TN25 4BF**

**16.5** We will acknowledge your written complaint in writing within 3 working days of its receipt. The reply will include information about how the issues raised will be dealt with, and a commitment to send a written response within a further 20 working days.

## **17. If you are a consumer you have a right to change your mind.**

- 17.1** You have 14 days after the date we confirm to you that we have accepted your signed authority form 64-8 to change your mind about it. This is known as a 'cooling-off' period. Your right to cancel is subject to some conditions as set out below.
- 17.2** To let us know you want to change your mind, contact us by phone on 01233 628648.
- 17.3** If you bought a service we don't refund you for the time you were receiving it before you told us you'd changed your mind.
- 17.4** If you are due a refund of any fees paid to us, we will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by bank transfer directly to your preferred bank account. We don't charge a fee for the refund.
- 17.5** After the 14 day cooling-off period has passed, you may request to cancel our contract and no further work will be carried out on your behalf, however, if we have submitted a Tax Refund Claim for you and have not been able to recover our fees from the Refund it goes on to generate, you will be liable to pay our fees for this work that was carried out pre-cancellation.

## **18. We can end our contract with you.**

We can end our contract with you and claim any compensation due to us if:

- we decide that we are unable to continue to act for you. Examples of where this may occur are:
  - if we cannot obtain clear instructions from you;
  - if we believe that we will not be successful in your claim, or;
  - if we, acting reasonably, consider you have given us misleading instructions or information; or
- you don't make any payment to us when it's due and you still don't make payment within fourteen days of our reminding you that payment is due

## **19. Changes we can make if we give you notice and an option to terminate.**

We can alter these terms to reflect changes in law or our business operations or changes in fees, but if we do so we'll notify you and you can then contact us by phone on 01233 628648 to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but won't receive.

## **20. You can go to court.**

These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business customer you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.