

# THE FAIR TRADE PRACTICE – CLAIMS SPECIALIST

## COMPENSATION INTEREST TERMS AND CONDITIONS

Here at the Fair Trade Practice we are committed to providing an excellent service to those who may have paid unnecessary tax on compensation interest earned through financial claims. We believe in transparency, which is why it is important that you read our terms and conditions carefully. They explain our responsibilities to you and vice versa that we are providing to you in line with your instruction.



### 1. DEFINITIONS

1.1 When we use the following words in these terms, this is what they will mean.

(a) Claim – a claim (or claims) against HMRC that you are instructing us to make on your behalf.

(b) Event outside our control – any act or event beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial action by other organisations, civil commotion, riot, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

(c) Fee – our fees are 36% of the financial award for your claim, inclusive of VAT.

(d) Financial award – a reasonable offer of recompense you receive from HMRC associated with tax overpayment. This includes payment towards arrears or any outstanding balance.

(e) HMRC – Her Majesty's Revenue and Customs.

(f) Letter of authority – the letter containing your instruction and authority for us to act on your behalf in relation to a claim.

(g) Instruction – your instruction to us to provide the services contained in the letter of authority.

(h) Services – investigation into whether you have a claim, making a claim (where appropriate) on your behalf and all associated services.

(i) Terms – the terms and conditions set out in this document.

(j) We, our, us – The Protection Specialist Limited trading as 'The Fair Trade Practice – Claims Specialist', company registration number 06969129, registered office at Fair Trade House, 3 Whittle Avenue, Fareham, PO15 5SH.

(k) You, your – the person or, in the case of joint applicants people, we

provide our services to.

(l) Investigation – looking in to whether you can make a claim.

1.2 When we use the words 'writing' or 'written' in these terms, we also include email unless we say otherwise.

### 2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which we supply services to you.

2.2 Before you sign and send us the letter of authority, please make sure that you read these terms carefully, and check that the details on the letter of authority and in these terms are complete and accurate. If you think that there is a mistake, please contact us to discuss it, and please make sure that you ask us to confirm any changes in writing to avoid any confusion. Any changes will only be valid if they are made in writing by us.

2.3 These terms become binding upon you and us once you have signed the letter of authority for a claim.

2.4 We will give you a case ID number when we receive your signed papers back. Please quote the case ID number whenever you contact us.

### 3. CHANGES TO INSTRUCTION OR TERMS

3.1 We may change these terms in the following circumstances.

(a) If we change the way we accept payment from you.

(b) If there are changes in relevant laws and regulatory requirements.

3.2 If we have to change these terms under clause 3.1, we will give you at least one month's written notice before any change takes effect.

3.3 If you do not agree with the changes, you can choose to cancel the contract in line with clause 8.

3.4 You may make a change to your instruction within 14 calendar days of the date you return the signed

letter of authority to us. Please contact us verbally or in writing if you want to do this.

### 4. PROVIDING SERVICES

4.1 We will supply the services to you from the date we receive your signed authority.

4.2 We will make every effort to complete the services as quickly as we can but how long a claim takes will depend on how quickly HMRC deals with a claim, or whether a claim requires further information from yourself. There may also be delays due to an event outside our control.

4.3 You agree that you will provide any information we request, and return any documents we need you to return as soon as reasonably possible to allow us to provide the services to you.

4.4 You agree that while your contract with us is in force you will not:

(a) appoint any other person or firm to act on your behalf in respect of a claim;

(b) have direct contact with HMRC about a claim without our agreement;

(c) accept any offer of settlement of a claim (whether by way of financial award or otherwise) without giving us notice of the detail of the offer.

### 5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 If you have cause to complain about our service, we believe that you have the right to a fair, swift and courteous response to any complaint raised. Once we are in receipt of your complaint we will deal with it promptly and in a positive manner. We set out below our complaints process.

a) You can make a complaint by any reasonable means including telephone, social media, email, letter or in person.

b) We will make a record of any complaint made and will send a

written acknowledgment to you within 5 business days unless the complaint is resolved beforehand.

c) Your complaint will be passed to one of our nominated complaints handlers. Where they consider the complaint is one that can be resolved informally they will discuss the complaint with you and seek to resolve it within 5 business days.

d) Where the complaints handler is unable to resolve the complaint informally within 5 business days the complaint will be referred to the compliance manager.

e) We will then investigate your complaint fully and send a final response to you within 8 weeks of receipt of your complaint.

f) If we are unable to provide you with a final response within 8 weeks we will write to you explaining why and advise you when you can expect a final response.

g) Where we have not provided a final response within 8 weeks from the date of your complaint, or you are dissatisfied with the final response you have received at any stage of the complaints process, you can refer your complaint to the Claims Management Ombudsman by:-  
 Writing to:-  
 Claims Management Ombudsman  
 Exchange Tower  
 Harbour Exchange  
 London  
 E14 9SR  
 Emailing:-  
 complaint.info@financial-ombudsman.org.uk  
 Telephoning:- 0300 123 9123

h) Any referral to the Claims Management Ombudsman must be made within 6 months of receipt of our final response.

5.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. You can get advice about your legal rights from your local citizens advice bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

## 6. PRICE AND PAYMENT

6.1 If we are paid a financial award, we will keep our fee of 36%, inclusive of VAT, and pay the rest to you. We will give you a receipted invoice for our fee.

6.2 If HMRC makes a reasonable

financial award after we have started providing the services to you, and that offer is received by you, or by us on your behalf, we will send you an invoice for our fee. Each invoice will quote the case ID number. You must pay each invoice within 14 calendar days of the date of receiving a financial award using one of the following methods, or by any other method we agree to.

(a) Using our website at [www.thefairtradepractice.co.uk/make-a-payment.php](http://www.thefairtradepractice.co.uk/make-a-payment.php)

(b) Direct into our bank account: sort code 40-21-03, account number 12025973, quoting your case ID as the payment reference

(c) By debit card or credit card by phoning us on 01489 660270

6.3 (a) If we have sent a complaint to HMRC who informs us that you have not overpaid tax, or for some other reason will not make an offer of a financial award to you for that complaint, but they subsequently make such an offer, then you will still have to pay our fee.

(b) If you accept any financial award from HMRC and do not tell us, you will still be responsible for paying our fee and you must tell us how much you received so we can send you an invoice in line with clause 6.2.

(c) If you refuse to accept a reasonable offer from HMRC we will treat this as if you have received a financial award and you will still have to pay our fee which we will work out using that reasonable offer and send you an invoice in line with clause 6.2.

(d) Examples of our fees are as follows.

### EXAMPLE A

We recover a Financial Award of £200. Our fee would be as follows:  
 Total Financial Award £200  
 Our total fee (36% inc. VAT) £72  
 Remaining compensation £128

### EXAMPLE B

We recover a Financial Award of £200, of which £100 is used to pay off arrears. Our fee would be as follows:

Total Financial Award £200  
 Our total fee (36% inc. VAT) £72  
 Amount used to pay off arrears £100  
 Remaining compensation £28

### EXAMPLE C

We recover a Financial Award of

£200, of which £200 is used to pay off arrears. Our fee would be as follows:

Total Financial Award £200

Our total fee (36% inc. VAT) £72

Amount used to pay off arrears £200

Remaining compensation £0

You would pay us from your own funds.

Warning: In this example, please be aware that you will have to pay our fee from your own funds as the compensation you would have received has been used to pay off your arrears. Arrears mean that there is an overdue or late payment outstanding with HMRC.

6.4 If you do not pay the full amount payable to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year. This interest will build up each day from the due date until the date you actually pay us the overdue amount, whether before or after a judgment in a court. You must pay us interest together with any overdue amount.

6.5 If you do not pay the full amount payable to us by the due date, we may charge a late payment fee of £30 on the overdue amount together with any interest as set out in clause 6.4.

6.6 We may also add the costs of any invoice reminder chasing letters to the outstanding debt (£18 inc. VAT for each letter), the costs of chasing any phone calls (£12 inc. VAT first, £4.20 inc. VAT to any further calls up to £60 inc. VAT), together with any interest as defined in clause 6.4.

6.7 However, if you disagree with the amount of an invoice and contact us to let us know promptly after you have received an invoice, clause 6.4 will not apply for the period of the dispute.

6.8 We may charge you for any reasonable legal costs we have to pay in trying to recover our fee from you. This includes, but is not limited to;

(a) A court assessment fee of £50 per case;

(b) A fee which we are charged by the court, the amount of which will vary according to the value of the

claim;  
(c) Any charges associated with the use of a 3rd party debt collector.

## **7. OUR LEGAL RESPONSIBILITY TO YOU**

7.1 We do not guarantee the success of any claim, or the value of any financial award.

7.2 If we fail to keep to these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of us breaking the terms or where we have been negligent. However, we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if it is an obvious consequence of us breaking the terms or if you or we believed this may happen at the time we entered into this contract with you.

7.3 Our liability is only excluded where permitted by law.

7.4 We will not be responsible if we fail to carry out, or delay in carrying out, any of our responsibilities under these terms if this is caused by an event outside our control.

7.5 We are not qualified or authorised to provide you with tax advice, and therefore will never do so. As a result, we accept no liability for the revelation of a tax liability, or any discrepancies submitted as part of this process. You accept that it is your responsibility to provide us with correct and accurate information, and accept liability for any consequences of errors or omissions.

## **8. YOUR CANCELLATION RIGHTS**

8.1 You may cancel your instruction within a cooling-off period of 14 calendar days of the date you return your signed letter of authority to us. To cancel, please contact us verbally or in writing. If you cancel within the cooling-off period, you will not have to pay us anything.

8.2 You may cancel your instruction at any time after the cooling-off period by contacting us verbally or in writing. However you may have to pay a fee as shown in clause 8.4.

8.3 You may also cancel your instruction by contacting us verbally or in writing if we are

affected by an event outside our control or if we change these terms under clause 3.1 and this causes you a significant disadvantage.

8.4 Once we have begun to provide the services to you, you may immediately cancel the contract for services by giving us written or verbal notice if:

(a) we break this contract in any significant way and we do not correct or fix the situation within 30 days of you asking us to in writing;

(b) we go into liquidation or a receiver or an administrator is appointed over our assets;

(c) we change these terms under clause 3.1 to your significant disadvantage; or

(d) we are affected by an event outside our control.

8.5 You can cancel by using the cancellation form on our website at [www.thefairtradepractice.co.uk/cancellation-form](http://www.thefairtradepractice.co.uk/cancellation-form) but do not have to use that form as long as cancellation is communicated verbally or in writing.

8.6 We consider our chargeable services to be delivered at the point we submit the signed pack to HMRC; beyond this point we expect to receive an outcome from HMRC and will invoice accordingly. If, for reasons other than those stated in 8.2, 8.3 or 8.4, our authority is removed and we are unable to ascertain the outcome, we will assume the customer to be a lower rate tax payer with 100% personal savings allowance availability, and will invoice equivalent to our fee on the total taxation deductions held on file relevant to all claims affected by the revocation of authority.

8.7 In the case of 8.6, should you subsequently provide evidence of a lower award or an unsuccessful outcome, we will reduce or waive the invoice accordingly.

## **9. OUR CANCELLATION RIGHTS**

9.1 We may have to cancel the contract before the services start due to an event outside our control or the unavailability of key personnel without who we cannot provide the service. We will contact you as soon as practicable if this happens.

9.2 Once we have begun to provide

the services to you, we may cancel the contract at any time by giving you at least 14 calendar days' notice in writing.

9.3 We may cancel the contract for services immediately at any time by giving you written notice if:

(a) you do not comply with clause 4.4 of the contract.

(b) you fail to pay us our fee in respect of any other contract we have with you.

(c) you break the contract in any other significant way and you do not correct or fix the situation within 14 days of us asking you to in writing.

9.4 If we cancel the contract under clause 9.3 we may invoice you in line with clauses 8.5 and 8.6 in the absence of further information.

## **10. IMPORTANT INFORMATION ABOUT CLAIMS**

10.1 You do not have to enter in to a contract with us. You can make a claim yourself to HMRC. You could also instruct someone else, a company or individual, to make a claim on your behalf. If instead you choose to sign and return our letter of authority, you will have to pay any fees due as set out in these terms.

10.2 By submitting a claim, it is likely that HMRC will review your tax position, both present and historical. Should this happen:

(a) you may discover an outstanding liability for underpayment; or

(b) you may discover an outstanding refund due for overpayment

(c) you accept it is your responsibility to resolve these issues with HMRC and you are solely liable for your personal tax affairs.

## **11. INFORMATION ABOUT US AND HOW TO CONTACT US**

11.1 We are a company registered in England and Wales. Our company registration number is 06969129 and our registered office is at The Fair Trade Practice, Fair Trade House, 3 Whittle Avenue, Fareham, PO15 5SH. Our registered VAT number is 996428852.

11.2 We are The Protection Specialist Limited trading as The Fair Trade Practice – Claims

Specialist, authorised and regulated by the Financial Conduct Authority in respect of regulated claims management activity.

Our authorisation number is FRN831254. If you need to contact us you can do so by:

- (a) Emailing our customer services team at [customerservice@thefairtradepractice.co.uk](mailto:customerservice@thefairtradepractice.co.uk)
- (b) Visiting us in person
- (c) Writing to us at the address listed above
- (d) Calling us on 01489 660300

If we have to contact you or give you notice in writing, we will do so by email, by hand, or by post to the current address you give.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 We take your privacy very seriously. We will not give your personal information to any other person or organisation outside of the Fair Trade Practice brand. We will only use the personal information you provide us with to:

- (a) administer your account
- (b) provide the products and services you have requested from us
- (c) process your payment for these services
- (d) inform you of other similar products and services provided by The Protection Specialist and our associated group of companies that we think you may be interested in.

12.2 You can choose to change the medium of communication you receive from us e.g. letter, email, SMS and phone, or opt out of Marketing at any time by emailing [customerservice@thefairtradepractice.co.uk](mailto:customerservice@thefairtradepractice.co.uk) or calling 01489 660300.

## **13. OTHER IMPORTANT TERMS AND INFORMATION**

13.1 This contract is between you and us. No other person will have any rights to enforce any of its terms save that we have the right to assign our interest in this contract to another party.

13.2 If the contract is cancelled clauses 6.2 to 6.8 of these terms and conditions survive the cancellation.

13.3 We will account for interest on

all money held in client accounts in line with the Conduct of Authorised Persons rules covering these funds.

13.4 If any claim we investigate is affected by a current or completed individual voluntary arrangement (IVA), bankruptcy, or involves another third-party debt management company, any financial award is likely to go towards paying off your debt.

13.5 Each paragraph of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, it will not affect any of the other paragraphs.

13.6 If we fail to insist that you carry out any of your responsibilities under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have 'waived' our rights against you and will not mean that you do not have to keep to those responsibilities. If we do waive one of your responsibilities, we will only do so in writing, and that will not mean that we will automatically do so again if the problem happens again.

13.7 These terms are governed by English law. Any dispute will be dealt with by the courts of England and Wales.

13.8 During the time we are investigating your claim we will provide updates and request information from you using the details you have provided as the originator of the claim. On occasion, to ensure we deal with the claim as efficiently as possible, we may communicate with additional claimants you have named on your claim pack, unless instructed by you not to.