

TERMS AND CONDITIONS

Terms and conditions of Business – Urban Nu Limited trading as Consumer Claims Bureau

These terms and conditions of Business are intended to apply to all services provided by Urban Nu Ltd trading as Consumer Claims Bureau (also referred to as “we”, “us” or “our”), a limited company registered in England and Wales under company number 10938077 with a registered address of 9-11 Marsden Road, Bolton, England BL1 4AA (now and in the future) unless otherwise agreed provided to you (“Client”).

Services

We provide refund services as your appointed nominee in respect of overpaid tax for the years stated within the application form completed by you or following your instruction. We will prepare the required documentation to apply for a refund.

We may decide that a claim is not eligible when reviewing a claim form and/or we may determine that a claim is invalid; if this is the case, we will inform you of the same, however we reserve the right to not submit the claim to HMRC in these circumstances. We also reserve the right to refuse to continue to act for you if following a submission of a refund form we deem that to continue to act for you may cause harm to our reputation and/or our relationship with HMRC. Under no circumstances shall we be held responsible or liable for any damages because of any decision we make not to submit a claim or application on your behalf to HMRC

Our Responsibilities

We shall take all reasonable steps to pursue your rebate/refund/reimbursement via HMRC/Governing Body to include processing all information and documentation received by you. However, we will not be responsible for undertaking any audit of the information provided and you always confirm that the information/documentation that you provide to us will be accurate and correct.

Your Responsibilities

To co-operate fully with us in progressing your claim, to provide prompt, honest and accurate instructions. Probate claims are made on the understanding that our clients are purchasing a dwelling, previously occupied by the deceased person, and subsequently to their knowledge, not intending to occupy or allow occupation by anyone connected to themselves within the dwelling at the time of signing any agreement with ourselves. You agree to deal with all enquiries and/or communications made of or received by you from HMRC/Litigation/Ombudsman/Governing Body following submission of a claim/application within a reasonable time frame. You warrant that no other claim has already been submitted to HMRC/Litigation/Ombudsman/Governing Body for you in relation to the service(s) we are providing to you. In accordance with our internal client identification and verification procedures we may require you to provide us with ID documentation in the form of your passport or driving license and proof of your address that is less than 3 months old. This may be by way of bank statement, utility bill or equivalent. We may also need to undertake, for the purpose of our Anti Money Laundering agreement, credit reference searches for you. By agreeing to these terms and conditions you are agreeing to our undertaking of a credit reference search as appropriate. We must inform you that the details you

 admin@consumerclaimsbureau.com

 www.consumerclaimsbureau.com

 01204 859 717

 9-11 Marsden Rd, Bolton, BL1 4AA

provide to us may be checked against any database (public or otherwise). A record of each search will be retained. This will not adversely affect your credit rating.

Charges and Expenses

We will charge a fee of 35% (unless stated otherwise in your Letter of Authority) plus VAT of any rebate/refund/reimbursement obtained plus a £50.00 administration fee inclusive of VAT. VAT will be applied to our fee at the prevailing rate, which is currently 20%. A £50.00 administration fee inclusive of VAT will also be applied. By agreeing to these Terms and Conditions you are granting us the power to act on your behalf in relation to the recovery of any rebate/refund/reimbursement. By agreeing to these Terms and Conditions you are also agreeing to assign to us (transfer ownership to us) any monies we recover on your behalf from HMRC/Litigation/Ombudsman/Governing Body in respect of your relevant rebate/refund/reimbursement. You therefore agree and acknowledge that our fee, including VAT, will be retained by us from the rebate/refund/reimbursement that we receive from HMRC/Litigation/Ombudsman/Governing Body and the difference will be repaid to you once audit processes have been completed. The payment of the difference will be paid to the person who has generated the rebate/refund/reimbursement and in the case of payment of the difference being made by way of cheque or bank transfer, cheques will be posted to the address used when completing the claim/application form unless informed otherwise by you. In the event you may be paid directly, we require that you promptly pay our fee, no later than 7 days after you receive your rebate/refund/reimbursement and/or no later than 14 days after receipt of any invoice from us. We will raise an invoice for our charges once we receive confirmation from HMRC/Litigation/Ombudsman/ Governing Body that a rebate/refund/reimbursement has been upheld, which may in certain cases be up to 9 months following receipt of any rebate/refund/reimbursement, or on receipt of the compliance check being completed, whichever comes first. You authorise us to act as your nominee by agreeing to these Terms & Conditions in respect of a successful refund/claim from HMRC/Litigation/Ombudsman/Governing Body meaning that you are giving authority to HMRC/Litigation/Ombudsman/ Governing Body to make full payment of any rebate/refund/reimbursement(s) due directly to Urban Nu Limited trading as Consumer Claims Bureau. If, after 6 months, any cheque sent to you remains uncashed, we will cancel the cheque and be entitled to retain all the monies received from HMRC/Litigation/Ombudsman/ Governing Body. Should you require another cheque, we will be entitled to charge a fee of £25 plus VAT. We will off -set any amounts received from HMRC/Litigation/Ombudsman/ Governing Body that are deposited in our nominated bank account against your invoice before paying any surplus to you via cheque, Post Office Payable Order or Bank Transfer, at our discretion, within 30 days of cleared funds having been received from HMRC/Litigation/Ombudsman/ Governing Body. We do however reserve the right, where we deem necessary/appropriate, to withhold any payment to you until HMRC/Litigation/Ombudsman/ Governing Body confirm completion of all relevant compliance checks on the claim (audits).

If you fail to make payment of our charges by the date they are due then you will have to pay interest on the overdue sum from the due date of payment of the overdue sum, such interest accruing each day at 4% a year above the Bank of England's base rate from time to time. If any of the rebate/refund/reimbursement obtained is used by HMRC/Litigation/Ombudsman/ Governing Body to meet any other tax liability that you may have, our fee will be based on the

 admin@consumerclaimsbureau.com

 www.consumerclaimsbureau.com

 **01204 859 717**

 **9-11 Marsden Rd, Bolton, BL1 4AA**

amount of rebate/refund/reimbursement generated and not the amount actually received by us. We must advise you that you can pursue your claim for recovery of any rebate/refund/reimbursement or tax deducted from any compensation claim yourself directly with HMRC/Litigation/Ombudsman/ Governing Body. Please note that Urban Nu Limited trading as Consumer Claims Bureau do not offer any guarantee about the outcome of your case but can confirm you will not be charged should there not be a successful outcome.

Timescale

In the more straightforward cases, we anticipate a settlement of your case within 2 to 9 months of instructing us, subject to HMRC/Welsh Revenue Authority/Revenue Scotland processing times. In some instances, a refund payment is made by HMRC/Welsh Revenue Authority/Revenue Scotland before checking eligibility. This means that even after a repayment has been made, HMRC/Welsh Revenue Authority/Revenue Scotland have not agreed that the refund is due. HMRC/Welsh Revenue Authority/Revenue Scotland have up to 9 months to make a compliance check on your amended return or claims.

For this reason, our policy is to only make any onward payment to you when we have received confirmation from HMRC/Welsh Revenue Authority/Revenue Scotland that the claim has been upheld or after the 9 months compliance check period whichever comes first. Following this, we aim to make payment to you within 10 working days and close the claim within 15 working days.

This policy ensures that you will never be approached by HMRC/Welsh Revenue Authority/Revenue Scotland to repay any monies paid out in error because of the claim we have made on your behalf. By agreeing to these Terms and Conditions of business, you are agreeing to be bound by our policy as detailed above and are agreeing to Urban Nu Limited trading as Consumer Claims Bureau retaining any monies received on your behalf from HMRC/Welsh Revenue Authority/Revenue Scotland, until HMRC/Welsh Revenue Authority/Revenue Scotland have confirmed that your claim has been upheld or until expiry of the 9-month compliance check period, where this is applicable.

Your authority for us to make deductions from your rebate/refund/reimbursement
By agreeing to be bound by these Terms and Conditions of business, you authorise HMRC/Litigation/Ombudsman/Governing Body to release to us any rebate/refund/reimbursement recovered on your behalf. You further authorise Urban Nu Limited trading as Consumer Claims Bureau on successfully pursuing your claim to deduct from your rebate/refund/reimbursement received/sent to us, by HMRC/Litigation/Ombudsman/ Governing Body the amount payable to us in respect of our charges and expenses as referred to above.

Data Protection

The privacy and security of your personal information is very important to us. Any personal information submitted to us will be subject to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and any legislation enforced within the UK in order to comply with GDPR, unless required to do so by law or a professional body, we will not disclose any personal data to any other person or organisation without the required consent unless otherwise agreed to by you and as stated within these Terms and Conditions.

 admin@consumerclaims-bureau.com

 www.consumerclaims-bureau.com

 **01204 859 717**

 **9-11 Marsden Rd, Bolton, BL1 4AA**



We want to assure you that your client information will be properly managed, protected, and respected. You can be assured any information you provide will be used strictly in accordance with the terms laid out in this statement. This privacy statement explains how we collect and use your client personal information, what choices you have and other important information. You can find our full privacy statement on our website www.consumerclaimsbureau.com/privacy-policy.

Complaints Procedure

Whilst we hope you will be satisfied with the service we provide, if you feel that you have cause for criticism or complaint in respect of any aspect of the service provided by this firm to include a complaint about our bill, you are entitled to complain, and we would invite you to address your complaint initially, in writing, to Mr. Michael Banjo, (Director) or by telephone (01204 859 717) for immediate consideration so that any appropriate action can be taken without delay.

Cancellation

Under the Consumer Contracts Regulations 2013 you have a legal right to cancel your contract within a period of 14 days after the date you submit your claim/application form to us or alternatively agree to these Terms and Conditions. By agreeing to these terms and conditions however you are agreeing to allow us to carry out work on your claim within this 14-day period. After we have forwarded your claim/application form on, or after we have completed our services you cannot change your mind, even if the claim/application is ongoing.

 admin@consumerclaimsbureau.com

 www.consumerclaimsbureau.com

 **01204 859 717**

 **9-11 Marsden Rd, Bolton, BL1 4AA**