

TERMS & CONDITIONS

1) Nationwide PPI Advice Ltd of 28 Queens Road, Blackburn, Lancashire, BB1 1QG

and

(2) You of

(3) THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise provided:

Claim means your claim as set out in clause 2.1

Counter Claim means a claim the Opposing Party makes against you in response to your Claim;

Damages means money you win/receive from HM Revenue & Customs (HMRC) via a settlement and/or refund agreement with HMRC

Interim Damages means money the Opposing Party agrees to pay while waiting for a settlement decision.

Lien means our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A Lien may be applied after this Agreement ends;

Lose means HMRC have dismissed your Claim or you have stopped it on our advice.

Opposing Party means the party against whom the Claim is made by the Client – HMRC for this agreement.

Paying Party means the party who is liable to pay costs, damages or refunds to you whether pursuant to a Court Order or under the terms of an agreement with you. The 'Paying Party' will usually be the Opposing Party;

Proceedings/Enquiry includes any sort of proceedings (and is not confined to proceedings in a court) whether commenced or contemplated, subject to the terms of section 58 of the Courts and Legal Services Act 1990 or any enquiry raised by HMRC after they have made the income tax refund payment.

Success Fee the Success Fee will be as set out in clause 4.1. The Success Fee cannot exceed 33.3% plus VAT of the amount paid by HMRC for each claim we make on your behalf. If your claim was successful, an additional £50.00 plus VAT administration fee will be deducted along with the Success Fee.

VAT means value-added tax;

Win as the context requires, a final decision made in the Claim whether by a decision of a Court or by agreement with the Opposing Party, whereby you become entitled to damages/refund or become entitled to be paid all or part of the costs of the Claim by the Opposing Party.

1.2 Interpretation

Unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to persons include individuals, un-incorporated bodies, government entities, companies and corporations
- 1.2.3 references to legislation include any modification or re-enactment thereof.
- 1.2.4 clause headings do not affect their interpretation; and
- 1.2.5 general words are not limited by example.

2 What is covered by this Agreement

2.1 Your claim for reclaiming tax on interest against your PPI refund against HMRC and any other income tax repayable to you. Each claim relates to a single tax year

2.2 If there is any other income tax refund due to you, we will investigate and try to recover that for you. The fees for any additional tax repaid by HMRC will be the same as set out in clause 4,1

2.3 Any application for pre-action or non-party disclosure.

2.4 Any work to address further questions by the Opposing Party until a decision is made regarding the refund claim.

2.5 Any Proceedings we deem appropriate to enforce a judgement, order or agreement.

2.6 Your agreement that the information you provide to Nationwide PPI Advice Ltd will be accurate to the best of your knowledge

2.7 Your agreement that Nationwide PPI Advice Ltd is your nominee in order to receive any payment from HMRC in respect of your claim to an income tax refund. Nationwide PPI Advice Ltd will then deduct the Success Fee and administration fee before remitting the remainder to you.

2.8 When you make a claim with us, it is an overall claim for an overpayment of tax not specifically, a certain category such as tax on interest or Marriage Tax Allowance.

2.9 We will retrieve any excess tax you have paid during the specified tax years indicated on the claim form. Overpayment can occur due to various factors, which include, but are not limited to:

2.9.1 Placement on an inaccurate tax code or other coding errors.

2.9.2 Incorrect inclusion of expenses in your tax code, such as PPI.

2.9.3 Taxation when your income falls below the tax-free personal allowance

2.9.4 Emergency tax deductions in a new job.

2.10 Our fees will be applicable to any tax overpayment resulting from the reasons mentioned

above or any other reasons which led to an identification of overpaid tax.

3 What is not covered by this Agreement

3.1 Any Counter Claim against you

3.2 Any appeal you make, or any appeal or enquiry made by the Opposing Party, after the decision has been made by HMRC to refund or disallow the claim and/or against the final judgment or order

4 The Success Fee

4.1 The Success Fee is set at 33.3% plus VAT of the final amount paid by HMRC for each of your claims, pertaining to each tax year. If your claim is successful, an additional administration fee of £50.00 plus VAT will be deducted along with the Success fee.

4.2 The Success Fee percentage reflects all relevant factors as they reasonably appear to us on the date this Agreement is entered in to, including, but not limited to:

4.2.1 our assessment of your prospects of success, i.e.:

(a) the details provided by you in respect of your tax on interest refund claim

(b) the details provided by you in respect of your income and taxable benefits during the years covered by the claim

(c) the details of the amounts of PPI refunds received and any other information that could help to identify tax refund claims

4.2.2 the fact that if you Lose, we will not earn anything;

4.2.3 the fact that if you Win, we will not be paid until the end of your Claim;

4.3 The Success Fee cannot be more than 33.3% plus VAT of the final amount paid by HMRC, but otherwise there is no maximum limit on the amount of the Success Fee.

4.4 An additional £50.00 plus VAT administration fee will be deducted along with the success fee and there could be further administration fees if additional attempts to obtain relevant details from you are required, as set out under Part 5 below.

4.5 If your claim is paid by HMRC, the Success Fee will be paid to Nationwide PPI Advice Ltd. The Success Fee will be non-refundable in the event that HMRC later decide that the refund should not have been made

4.6 If there is anything that you wish to discuss about the Success Fee or any other fees mentioned in this agreement, please contact us to discuss this before signing this Agreement

5 Paying us if you Win

5.1 If you Win your Claim, you pay our Success Fee (subject to the cap in clause 4.3).

5.2 You cannot Claim from the Opposing Party the Success Fees which are outlined above. You, not the Opposing Party, pay our Success Fee (subject to the cap in clause 4.3).

5.3 You agree that any Damages and or refunds due to you from the Opposing Party shall be payable to us, and:

5.3.1 we may deduct from your damages/refund, any Success Fee and administration fee that is due to us

5.3.2 you will sign a form of authority allowing us to do this.

5.4 You agree to pay into a designated account any cheque received by you or by us from the Opposing Party and made payable to you. Out of the money, you agree to let us take our Success Fee and administration fees as outlined above.

5.5 We will contact you via email after we have received the funds from HMRC to obtain your bank details in order to transfer your repayment to you, minus the Success Fee and administration charge.

6 Communication

6.1 If we do not receive a response to our email with the relevant details, we will send a further reminder after a period of 3 months, in order obtain your details and allow us to transfer your repayment. This second attempt to contact you will incur an additional administration charge of £50.00 plus VAT.

6.2 If we still do not hear from you after this second email from us, we will make two further attempts to contact you within 12 months of the first email attempt to obtain your details.

Each subsequent email will also incur an additional administration charge of £50.00 plus VAT.

6.3 If we have not received the relevant details within 30 days of our fourth attempt to contact you via email, or 12 months after our first attempt to contact you, whichever is the later, you agree that the payment will be forfeited to Nationwide PPI Advice Ltd and you will no longer be entitled to receive the repayment.

6.4 If the Opposing Party does not pay any Damages or costs owed to you, we have the right to take recovery or further action in your name to enforce a judgment, order or agreement.

7 If you Lose

7.1 If you Lose, you do not pay any costs or fees.

8 Interim costs

8.1 If on the way to Winning or Losing you are awarded any costs, by agreement or court order, we are entitled to payment of those costs, together with a Success Fee on those charges if you Win overall.

9 Our responsibilities

9.1 We must:

9.1.1 always act in your best interests;

9.1.2 explain to you the risks and benefits of taking action;

9.1.3 ensure that your information is stored and transferred securely and used only for the

purposes of submitting the repayment claims on your behalf that you have agreed to;

9.1.4 give you our best advice about whether to accept any offer of settlement;

10 Your responsibilities

10.1 You must:

10.1.1 give us instructions that allow us to do our work properly;

10.1.2 provide us with the relevant information and evidence in order for us to progress your

claim and process a claim on your behalf;

10.1.3 not ask us to work in an improper or unreasonable way;

10.1.4 not deliberately mislead us;

10.1.5 co-operate with us;

11 Termination

11.1 If you terminate the Agreement

11.1.1 You have a right to cancel this Agreement and do so within the 14-day time limit from

the date of this agreement.

11.2 If we terminate the Agreement

11.2.1 We can end this Agreement if you do not keep to your responsibilities in clause 9.

11.3 We can end this Agreement if we believe you are unlikely to Win. If this happens, you will not have to pay any costs or fees.

12 Death

12.1 If you die before your Claim is concluded, this Agreement automatically ends and we will not look to recover any costs or fees up to the date of your death from your estate.

12.2 If your personal representatives wish to continue your Claim, we may offer them a new Conditional Fee Agreement, as long as they agree to pay the Success Fee and administration fees as set out above.

13 What happens after this agreement ends

13.1 After this Agreement ends, we may apply to have our name removed from the record of any Proceedings in which we are acting, unless we enter into another agreement with you.

13.2 We have the right to preserve our Lien, unless another solicitor working for you undertakes to pay us what we are owed under this Agreement, including a Success Fee if you Win.

14 Variation

14.1 No amendment or variation of this Agreement will be valid unless confirmed in writing by an authorised signatory of each party.