

Terms of Engagement (“Agreement”)

Rebate Gateway Limited is a company registered at 7 Bell Yard, City of London, WC2A 2JR is registered in England (Company No. 12693328). This document sets out the Terms and Conditions for the appointment of Rebate Gateway Limited to act for You.

1. Definitions

- “We, “us” and “our” refer to Rebate Gateway, a trading name of Rebate Gateway Limited.
- “You” and “your” refer to you or anyone else using our Services, which are explained below, and services provided via our website, rebategateway.org, that require you to enter personal information and/ the information of an individual that has authorised you to act on their behalf, including the executor(s) of a deceased persons estate.
- “Refund” and “Rebate” means any sums paid or given in respect of a settlement, goodwill gesture or other financial relief, including interest payments and associated charges.
- “Fees” means the amount you will have to pay Rebate Gateway upon successful recovery of refund/rebate as outlined in clause 5 of this document.

2. Our Services

Tax Refund

a. Using all the information you have provided in your online application, rebate pack and via telephone calls and emails, Rebate Gateway will assess and calculate your claim, and complete and submit the appropriate signed forms to obtain a tax refund from HMRC. Types of refund reviewed and submitted if entitled to a rebate are:

- Rebate as a result of overpayment of tax through a financial mis-selling claim (PPI, PBA, Excessive Commission, Unfair Relationship).
- Rebate as a result of overpayment through non-expensed work uniform.
- Rebate as a result of unclaimed Mileage Allowance.
- Rebate as a result of temporary work where emergency tax has been paid.
- Rebate as a result of unclaimed marriage allowance.

Tax Return

a. Using all the information you have provided in your Tax Refund Pack, and via telephone calls and emails, Rebate Gateway will assess and calculate your claim, and complete and submit the appropriate signed forms to obtain a tax refund from HMRC.

Tax Code

- After your refund’s paid out, 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 previously claimed for. This change assumes that your travel and subsistence costs will continue to stay exactly the same. As our customers 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, be aware that if you decide to keep the expenses in your tax code, HMRC will expect you to justify them each year.

3. Our Obligations

- We 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.
- If HMRC charge a penalty for the late filing of a document or any other default which is caused by us, we will pay it. If it’s not our fault, you will have to pay it.
- We maintain high standards of conduct in our dealings with government departments and others. We will decline to provide a Service if we 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.
- If you do not provide all the relevant information we cannot be held liable for the outcome of your Tax Refund or Tax Return.
- Rebate Gateway will not be liable for any delays in Tax Refunds being paid to you that have been caused by HMRC’s procedures and security checks.
- By instructing Rebate Gateway to your tax refund request, you understand that Rebate Gateway will review your entire tax affairs over the last 4 tax years and if necessary apply for a rebate for workplace expenses, working from home allowance, mileage allowance, marriage allowance or any other allowance that you may be due a rebate for.

4. Your Obligations

- You agree to co-operate with us so that we can provide the Services in accordance with our obligations.
- 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.
- You will keep accurate records and receipts as required by HMRC to support your Tax Refund claim.
- You must tell us about all your sources of income and the amounts you receive, including any PAYE, self-employed, pension or rental income and any benefits received in every tax year for which Rebate Gateway 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.
- You are responsible for approving any Tax Refund claim or Tax Return before we submit it to HMRC.
- 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 Rebate Gateway, including our fee, unless we have made an error too.

5. Our Fees

- Under normal circumstances we take our fee from refund when we refund when we received it from HMRC, so you have nothing to pay up front. In the event that liabilities are owed to HMRC that were otherwise unknown to us at the time of submission, we reserve the right to recover the full charge from your for services provided. If there is no refund due but you have to file a tax return anyway (e.g if you’re self-employed) we will ask you to pay our fee before we submit it.
- For submission of PAYE tax refund claim, our standard fee is 39% of the value of the claim plus VAT. A minimum fee of £40 + VAT always applies.
- For submission of a CIS tax refund claim or CIS tax return, our standard fee is £345 plus VAT.
- If you are currently, or have previously been subject to an Individual Voluntary Arrangement, Protected Trust Deed, Bankruptcy, Sequestration or other Debt Management Order in any of the tax years where a rebate has been received, we charge a fee of 39% plus VAT, plus an insolvency administration charge of £35 + VAT per client. A minimum fee of £75 + VAT applies to cases where the client is currently or has been insolvent in any financial year a rebate has been issued for.
- In the event funds are returned to your insolvency practitioner, we will invoice the Insolvency Practitioner for the amount of 39% plus VAT in the event that funds should be returned to your arrangement. In cases where the trustee requests funds for the estate, our service fee will be deducted by Rebate Gateway and the balance forwarded to your trustee.

6. How We Handle Your Refund

- You authorise us to receive payment of all sums relating to Tax Refunds claimed by Rebate Gateway on your behalf. We will deduct our fees from the sums received and promptly forward the balance to you.
- If HMRC send a refund direct to you without our authorisation, you must pay our fee. We will take all legal and necessary action to retrieve any fees owed to us.
- The Calculations and computations we produce to submit your Tax Refund or Tax Return are for our use only. If you use these calculations to submit your own or fraudulent claim we will seek payment for our work. We will take all legal and necessary action to recover any fees owed to us.

7. Data Protection and Money Laundering

- We are registered for Data Protection (ZA766745) and have strict security measures to protect personal information. This includes following certain procedures (for example, checking your identity when you phone us) and encrypting (encoding) data on our websites.
- Any personal data you provide us will only be used to carry out our Services.
- You agree to us storing this data in paper and/or electronic form. We will securely store all of your documents for 3 years in accordance with the retention policy guidelines, after this point they will be securely destroyed in accordance with the ISO BS EN 15713 standard of Secure Destruction of Confidential Waste. If you require your documents to be returned to you within this timeframe, please contact us.
- We reserve the right to record and monitor some telephone calls, emails and other electronic communications for training and quality purposes.
- We may contact you by using any contact details you provided. You can ask us not to send you any information on our offers or services at any time by contacting us.
- We may pass your case onto our in-house claims management company, with your consent, to be reviewed for compensation that you may be entitled to under the Undisclosed Commissions (Plevin) ruling and/or entitlement to any other compensation for financial mis-selling.

8. If You Need to Complain

a. Most of our clients receive and excellent service. We are proud of our commitment to quality and out 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. 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.

Complaints Process

a. Tell our member of staff that you wish to discuss your issue with our Customer Care Team. Your complaint details will be taken so that we can arrange a phone call at a convenient time. Before your phone call a member of the Customer Care Team will speak with the member of staff involved in the matter and collate our notes of the issues and decisions at each stage.

The Customer Care Team will then try and deal with the issue by;

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

When the course of action has been decided and carried out, we will confirm with you that the issue has now been resolved and close the complaint.

If you want to make a formal complaint instead, please write to the Customer Experience Manager at Rebate Gateway Limited:

Rebate Gateway Limited

7 Bell Yard
City of London
WC2A 2JR

Your written complaint will be acknowledged in writing within 3 working days if its receipt. The reply will include information about how the issues will be dealt with, and a written commitment to send a formal, written response within a further 20 days.

9. Governing Law

a. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted against You by Rebate Gateway shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any such proceedings against Rebate Gateway by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

By signing any application via any medium, such as our online portal or postal application - you agree that you have read and agree to be bound by the terms outlined in this agreement.