

OVER £5 MILLION REFUNDED  
NO WIN  
NO FEE



# TAX REFUNDS IN 3 EASY STEPS

- 1 SIGN THE FORMS
- 2 RETURN WITH YOUR TAX INFO
- 3 RECEIVE YOUR REFUND



You are one step away from instructing one of the UK's most successful tax refund companies to pursue your claim. We've been in business since 2004 and have refunded over 5 million pounds to customers, completing in excess of 5,000 individual claims. Our fees are among the lowest, completion times among the fastest and our excellent customer service will ensure a hassle-free experience.

**To start your claim simply complete the forms and return them with any supporting evidence requested.**

We offer a great value service and operate on a **'no win no fee'** basis - you pay us nothing if we fail to put you in funds. Our fee is deducted from the final refund so you won't have to pay a bill.

We will provide an estimate of the refund as soon as we receive your completed claim pack, **our average refund is over £800 but many are larger than that.** Typically cases complete in 8-12 weeks, but can be quicker than that depending on any delays at the tax office.

That's it - the sooner we receive your claim the sooner we can start work to get your money back.

**MIKE OATEN**  
MANAGING DIRECTOR

Complete the forms by the crosses then return along with any other information or documents that are requested in the envelope provided. If you need more room you can send them to our freepost address - you do not need a stamp.

Freepost RLZT-UKYL-STSE  
Refunds Direct  
23 Westfield Park  
BRISTOL  
BS6 6LT

**X** *JUST FOLLOW THE CROSSES!*

Our charges reflect the amount of time and expertise necessary to secure the refund. As this varies from one type of claim to another, so does the fee. You should also be aware that other charges may apply and these are detailed in our terms and conditions printed on the reverse of the application form and available at our web site [www.refundsdirect.co.uk](http://www.refundsdirect.co.uk).

#### NO WIN NO FEE CHARGES

<b>INCOME TAX REFUNDS</b>	<b>18%+VAT</b>
<b>MILEAGE/EXPENSES REFUNDS</b>	<b>25%+VAT</b>
<b>CIS TAX REFUNDS</b>	<b>25%+VAT</b>
<b>LOSS CLAIM REFUNDS</b>	<b>25%+VAT</b>
<b>MECHANICS' TOOL REFUNDS</b>	<b>30%+VAT</b>
<b>(OTHER REFUNDS NOT SPECIFIED)</b>	<b>25%+VAT</b>



**REFUNDSDIRECT**

✓ **LOW FEES** ✓ **NO WIN NO FEE** ✓ **COMPLETIONS** ✓ **MILLIONS REFUNDED**

**! Complete the application forms and provide original CIS statements (and any P45s/P60s). Please also complete the sections relating to your expenses as this will most likely increase the size of your refund.**

**Tax Claim**

Your claim for the year: (please circle) 03/04 04/05 05/06 06/07 07/08 08/09 09/10

The changes in Self Assessment mean that you alone are responsible for providing the correct figures for us to produce your accounts and calculate your refund. This means that you should be keeping records of all your income and expenditure. If you have kept records, then list your final figures for the tax year below. If you have not kept records then please estimate your figures but you must start to keep records for us to prepare your refund next year. If you are applying for more than one year then please copy this sheet. Please list your expenses for the year ending 5th April.

<b>Tools &amp; Equipment</b>	£.....	<b>Training</b>	£.....
<b>Materials</b>	£.....	<b>Advertising</b>	£.....
<b>Lodgings (when working away)</b>	£.....	<b>Staff Costs</b>	£.....
<b>Mobile Phone &amp; Other Admin Costs</b>	£.....	<b>Trains, Buses, Taxis</b>	£.....
<b>Number of business miles</b> (in your own van/car)	..... miles	<b>Protective Clothing</b>	£.....

No. of CIS vouchers / statements enclosed ..... Any other income in the year? Yes / No

Have you borrowed money for your business (loans, remortgaging, credit cards, HP, etc)? Yes / No

Has anyone failed to pay you in this tax year? Yes / No

If yes to any please provide details and include vouchers / evidence where available: .....

.....

**Current Employer**

Name of current or last employer (we can not proceed without this information as it is needed to locate your tax record, if you worked through an agency, give the details of the agency, if you are self-employed please state so.)

**X** name: ..... telephone: .....

address: ..... postcode: .....

if you are employed, your PAYE ref:...../..... if self-employed, your UTR: .....

(3 digits followed by numbers and letters, may be on pay slips, your payroll will know it) (10 digits, found on any self assessment paperwork)

**Personal Details**

**X** name: ..... date of birth:...../...../..... mobile phone: .....

email: ..... home phone: .....

(Please supply a current email address and mobile number so that you can receive updates through our email and text messaging services)

**Payment**

We will make payment to you by cheque unless you advise us differently. Payments can be made direct into UK accounts for £15 or overseas accounts for £25. Please tick this box if you require this service

(We will contact you by phone for added security to get your account details.)

I instruct Refunds Direct Limited to secure my tax refund and agree to be bound by their terms and conditions (see reverse)

**X** signed: ..... date: .....

For Advisor's use only

Advisor: ..... code: ..... Introducer: .....



## 1. What this authority means

### For all taxpayers:

We will start sending letters and forms to your agent and give them access to your account information online. Sometimes if we need to correspond with you as well as, or instead of, your agent.

### For taxpayers in the Self Assessment system (not PAYE):

The latest information on what SA forms we send out automatically can be found on our website, [www.hmrc.gov.uk/sa/agentlist.htm](http://www.hmrc.gov.uk/sa/agentlist.htm) or phone the SA Helpdesk on 0845 9 000 444. You will not receive your Self Assessment Statements of Account if you authorise your agent to receive them instead, but paying any amount due is your responsibility.

We do not send National Insurance Statements and requests for payment to you agent unless you have asked us if you can defer payment.

## 2. How we use your information

HM Revenue & Customs is a Data Controller under the Data Protection Act 1988. We hold information for the purposes specified in our notification to the Information Commissioner, including the assessment and collection of tax and duties, the payment of benefits and the prevention and detection of crime, and may use this information for any of them. We may get this information about you from others, or we may give information about you from others, or we may give information to them. If we do, it will only be as the law permits.

We may check information we receive about you with what is already in our records. This can include information provided by you, as well as by others, such as other government departments or agencies and overseas tax and customs authorities. We will not give information to anyone outside HM Revenue & Customs unless the law permits us to do so.

This authority does not allow your agent to request personal information held about you under the subject access provisions of the Data Protection Act 1988.

Further information can be found on our website, [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

## 3. Multiple Agents

If you have more than one agent (for example one acting for the PAYE scheme and another for Corporation Tax), please sign one of these forms for each.

**For your information, do not return**

# HM Revenue & Customs

## Tax Claim (R38 Substitute)

Date received by Inspector

client: \_\_\_\_\_  
NI no.: \_\_\_\_\_  
Our ref: \_\_\_\_\_  
Tax ref: \_\_\_\_\_

### Particulars of claimant

Full name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

### Claim

I claim payment of the amount of tax due to me for the period or year ended

Ended \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Any repayment due will be made in the form of a payable order which has to be paid into a bank or building society account. If you do not have a bank or building society account in your own name you should nominate someone else who does to receive the order for you. The authority below can also be used to arrange for the repayment to be made either direct to your own bank or building society account or to the address of any person you wish to receive the payable order on your behalf. This nomination relates only to this claim.

### Authority

I authorise REFUNDS DIRECT LIMITED

of 23 WESTFIELD PARK, BRISTOL BS6 6LT

to receive on my behalf the amount due by credit to their bank account:

Account Details: 53804764  
Sort Code: 16 - 57 - 10  
(Cater Allen Bank, 9 Nelson Street, Bradford BD1 5AN)

Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

## REFUNDS DIRECT LIMITED TERMS AND CONDITIONS OF BUSINESS: TAX REFUNDS

Refunds Direct Limited ('Refunds Direct') is a company registered in England and Wales under number 05072219 whose registered office address is at 23 Westfield Park, Redland, Bristol BS6 6LT.

These Terms and Conditions set out the terms of the agreement between you and Refunds Direct which applies when you instruct Refunds Direct to act on your behalf in relation to a Claim.

### Interpretation

1.1 In these Terms and Conditions ('the Conditions'):

'Benefit' means all non-monetary benefits offered by HM Customs and Revenue including but not limited to all benefits arising from any waiver, cancellation, reduction, saving, deduction or other interest or administrative payments;

'Claim' means a claim for a refund submitted by Refunds Direct on your behalf;

'Fees' means all fees including Surcharges, Administration Fees and Commission payable by you to Refunds Direct as set out in the Schedule; 'Gross Refund' means the total of all Refunds recovered by Refunds Direct on your behalf whether repaid to you or used to offset outstanding liabilities owed by you to HM Revenue & Customs;

'Refund' means the total of all monies and full value of all Benefits offered by HM Revenue & Customs arising from your Claim, net of Fees; 'Website Terms of Use' means the Website Terms of Use contained on [www.refundsdirect.co.uk](http://www.refundsdirect.co.uk);

'Services' means the tax refund services provided by Refunds Direct in accordance with these Conditions;

'You/Your' means the person, firm or organisation who instructs Refunds Direct to act on their behalf in relation to a Claim;

1.2 The supply of the Services by Refunds Direct to you shall be subject to these Conditions. By signing these Conditions you shall be deemed to have accepted and agreed that the supply of the Services by Refunds Direct shall be in accordance with these Conditions.

1.3 Subject to any variation under clause 1.4 the agreement between you and Refunds Direct will be formed on these Conditions to the exclusion of all other terms and conditions.

1.4 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a Director of Refunds Direct.

1.5 These Conditions, together with the Website Terms of Use, constitute the whole agreement between you and Refunds Direct and supersede any prior promises, representations, undertakings or implications whether written or oral (in particular but not limited to any representations about Refunds Direct or its Services given by an independent advisor who introduces you to Refunds Direct which conflict with information provided directly to you by Refunds Direct).

### 2 Application Process

2.1 The application process for making a Claim is set out on the website, [www.refundsdirect.co.uk](http://www.refundsdirect.co.uk). Refunds Direct is not obliged to make a Claim on your behalf and reserves the right in its sole discretion to decline to do so, in particular but not limited to circumstances where it does not deem your Claim has sufficient merit and value to be successful.

2.2 By signing these Conditions, you:

2.2.1 authorise Refunds Direct to act on your behalf in relation to pursuing your Claim and to enter into correspondence and negotiation with HM Revenue & Customs;

2.2.2 confirm that you have not instructed a third party to make a claim on your behalf or submitted a claim directly to HM Revenue & Customs.

2.3 If, after signing these Conditions, you decide that you wish to end the agreement with Refunds Direct, you have a period of 14 days from the date you sign these Conditions within which you can do so. If you wish to do this, you must inform Refunds Direct in writing.

2.4 On receipt of your completed claims pack, Refunds Direct will confirm receipt and contact you to discuss your Claim. You agree to provide Refunds Direct with any further information requested by it and acknowledge that your Claim cannot be submitted until Refunds Direct receives all such information.

2.5 On submission of your Claim, Refunds Direct will confirm to you in writing that your Claim has been submitted and, where possible, send you an Estimation Letter providing you with an estimate of the Refund you should receive. Estimates are calculated as accurately as possible based on information available to Refunds Direct at the time. However the Estimation Letter provides an estimate of your Refund only and you should not rely on this as accurate or legally binding.

2.6 Any Refund due to you will be payable on receipt by Refunds Direct of your money and completion of the relevant paperwork. Refunds will be paid by cheque unless you request payment by bank transfer in which case the Administration Charge set out in the Schedule will apply.

### 3 Timescales

3.1 All timescales provided for completion of your Claim are estimates only and you should not rely on these as accurate. Claims can take longer than the estimated timescale where, for example, Refunds Direct has to rely on third parties to source missing information, post backlogs at HM Revenue or Customs, or if your Claim is particularly complicated. Refunds Directs will not be liable to you if your Claim takes longer to complete than you expect.

### 4 Get Paid Now

4.1 If you apply for the 'Get Paid Now' service, Refunds Direct will review your completed claims pack and confirm in writing whether your Claim qualifies.

4.2 If your Claim qualifies, Refunds Direct may make you an offer to pay part of your Refund before your Claim is submitted. If you wish to accept the offer, you should complete the relevant application form and return it to Refunds Direct. Refunds Direct will pay you the agreed sum within 5 days of receipt by Refunds Direct of your application.

4.3 The balance of any Refund due to you will be payable on receipt by Refunds Direct of your money and completion of the relevant paperwork. If your Claim is unsuccessful, no balance will be payable but you may retain the payment made under clause 5.2 without liability to Refunds Direct.

### 5 Fees

5.1 The Fees shall become payable in accordance with the rates specified in the Schedule immediately on recovery by Refunds Direct of a Refund. All Fees are exclusive of VAT and any other applicable taxes.

5.2 No Fees are charged in the event that you do not receive a Refund.

5.3 Commission is charged at a percentage of the Gross Refund received.

5.4 In the event that a Refund is paid by HM Revenue & Customs in instalments, the Commission will apply to the whole of the Refund not each instalment.

5.5 Subject to clause 5.6, all other Fees will be applied and subtracted from the balance of the Refund due to you. Refunds Direct will provide you with a receipted invoice.

5.6 You agree that in the following circumstances, the full amount of the Fees are payable to Refunds Direct on demand;

5.6.1 where the Refund is retained by agencies of the Crown to offset existing liabilities;

5.6.2 where the Refund has been sent in error directly to you;

5.6.3 if you have made a fraudulent Claim

in such circumstances, Refunds Direct will either telephone you to obtain payment by credit or debit card, in which case an invoice and receipt will be forwarded to you, or invoice you in which case payment is due immediately.

5.7 Time for payment of the Fees shall be of the essence. Unless otherwise agreed in writing all payments shall be payable immediately.

5.8 If you fail to pay any Fees due on the due date, Refunds Direct shall be entitled, without limiting any other rights it may have to charge interest on any outstanding amount due at the rate of 4% above the base lending rate from time to time of the Bank of England plc accruing on a daily basis until payment is made whether before or after judgment.

5.9 No payment shall be deemed to have been received by Refunds Direct until it has received cleared funds.

5.10 All payments payable to Refunds Direct under these Conditions shall become due immediately on termination of this agreement.

5.11 You agree to make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

### 6 Your Obligations

6.1 You agree to promptly provide Refunds Direct with such information and documents as it may request in order to evaluate, submit and process your Claim and ensure that such information is true, accurate, complete and not misleading in any respect.

### 7 Liability

7.1 Refunds Direct agrees to provide the Services with reasonable care and skill but does not give any other warranties in respect of the Services.

7.2 Refunds Direct does not provide financial or legal advice as part of the Services.

7.3 Refunds Direct shall not be liable to you for any breach of these Conditions or otherwise if:

7.3.1 any information supplied by you to Refunds Direct is inaccurate, false, misleading, incomplete, delayed or out-of-date;

7.3.2 no Refund is obtained;

7.3.3 your Claim is not resolved in the estimated timescales;

7.3.4 your actual Refund is not the same as the figure quoted in the Estimation Letter or meets your expectations;

7.3.5 you breach any of these Conditions;

7.3.6 the Third Party breaches the terms of its agreement with you.

7.4 Notwithstanding anything else contained in these Conditions, Refunds Direct shall not be liable to you for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions:

7.4.1 as a result of you providing Refunds Direct with any instructions, information or documents which are incomplete, inaccurate, fraudulent, misleading or late;

7.4.2 as a result of any increase in your loss due to a failure by you to comply with these Conditions;

7.4.3 if Refunds Direct has not breached any legal duty owed by it to you;

7.4.4 if the loss or damage you suffer is not a reasonably foreseeable result of any breach by Refunds Direct of its duty to you.

7.5 Nothing in this clause shall exclude our liability to you (i) for death or personal injury caused by our negligence or that of our employees or (ii) fraud or reckless disregard of our professional obligations.

### 8 Term

8.1 Subject to clauses 2.3 and 9, the agreement between us shall start on the date you sign these Conditions and end on completion of your Claim, on confirmation from Refunds Direct that your Claim has been unsuccessful or in the event that Refunds Direct exercises its right not to pursue the Claim, whichever occurs first.

### 9 Termination

9.1 Refunds Direct shall have the right to cease working on your Claim and terminate this agreement immediately by notice to you if:

9.1.1 you commit any breach of any of these Conditions or the Letter of Engagement signed with the Third Party; or

9.1.2 you have an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of your property or assets; or

9.1.3 you make a voluntary arrangement with your creditors or become subject to an administration order or bankruptcy order or is unable to pay your debts;

9.1.4 Refunds Direct reasonably believe that any information provided by you is materially incorrect, misleading, untrue or has been provided dishonestly or fraudulently;

9.1.5 Refunds Direct concludes and notifies you that your Claim has no realistic chance of success;

9.1.6 you refuse to accept an offer of a Refund which Refunds Direct considers to be reasonable

9.2 If the agreement is terminated under clause 9.1.4, Refunds Direct shall be entitled to charge you the amount of £95 as reasonable

compensation for the amount of work undertaken by Refunds Direct in connection with your Claim.

9.3 If the agreement is terminated under clause 9.1.6, Refunds Direct shall be entitled to charge you the amount of the Fees that would be due to Refunds Direct if you had accepted the offer.

9.4 You may terminate this agreement at any time by providing Refunds Direct with notice in writing in which case Refunds Direct shall be entitled to charge you the amount of £95 as reasonable compensation for the amount of work undertaken by Refunds Direct in connection with your Claim.

### 10 Data Protection

10.1 Refunds Direct has a comprehensive Privacy Policy which can be found on the website [www.refundsdirect.co.uk](http://www.refundsdirect.co.uk) in the Website Terms and Conditions of Use. This Privacy Policy forms part of the agreement with you.

### 11 Force Majeure

11.1 Refunds Direct reserves the right to suspend or cancel the Services without liability to you if it is prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond its reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate this agreement.

### 12 Complaints

12.1 In the unlikely event that you wish to make a complaint about Refunds Direct, please refer to the complaints handling procedure on our website.

### 13 Miscellaneous

13.1 The headings to these Conditions are for convenience only and shall not affect their construction.

13.2 Where the context so admits reference in these Conditions to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.

13.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

13.4 Refunds Direct is an independent contractor and nothing in these Conditions shall render it your agent, employee or partner and Refunds Direct shall not hold itself out as such.

13.5 Failure or delay by Refunds Direct in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

13.6 You cannot assign, sub-licence, novate or part with possession of any of your rights or liabilities under these Conditions without the prior written consent of Refunds Direct. Refunds Direct shall be free to subcontract the performance of all or part of its obligations under these Conditions.

13.7 A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its term.

13.8 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

### 14 Notices and Service

14.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out above or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner hereinbefore provided.

Please note that it is your right to seek further independent advice before agreeing to or entering into these Conditions.

### FEES SCHEDULE

Type of Refund	(% of Gross Refund)
Income Tax Refund	18% plus VAT
Mileage/Expenses Refund	25% plus VAT
CIS Refund	25% plus VAT
Loss Claim Refund	25% plus VAT
Mechanics' Tool Refund	30% plus VAT
Other Refunds	25% plus VAT

### Surcharges

Surcharges are applied to Gross Refunds under £650 as follows:  
£401-£650 surcharge of £20, £201-£400 surcharge of £30, £0-£200 surcharge of £40

### Administration Charges

Administration Charges are applied in the following circumstances and deducted from the Refund:

£25 where you do not supply all necessary documentation or information required by Refunds Direct to secure a Refund, Refunds Direct will secure this in a form acceptable to HM Revenue & Customs. The charge is payable per successful request.

£30 where you do not have a tax record with HM Revenue & Customs and a temporary record needs to be set up in order to process your Claim  
£15 bank transfer fee within UK, £25 bank transfer fee outside UK (refunds sent by cheque incur no administrative charge)

Administration Charges are not applied in the event that your Claim fails.