

Conditional fee agreement

(1) Reclaim Now Ltd

and

(2)

(3)

THIS AGREEMENT is made on:

## **PARTIES**

(1) RECLAIM NOW LTD, SUITE 9 ATRIUM HOUSE, 576 MANCHESTER RD BURY, BL9 9SW

Transferor (Lower Earner):

(2) .....of .....Postcode.....

Transferee (Higher Earner):

(3).....of .....Postcode.....

(4) THE PARTIES AGREE:

### **1 Definitions and interpretation**

#### 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 via a settlement agreement with HM Revenue & Customs;
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 HM Revenue & Customs 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 – HM Revenue & Customs for this agreement.
Paying Party	means the party who is liable to pay costs 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	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;

Success Fee

The Success Fee will be as set out in clause 5.1. The Success Fee cannot exceed 35% plus VAT and £50 admin fee of the amount paid by HMRC for each claim we make on your behalf.

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 or become entitled to be paid all or part of the costs of the Claim by the Opposing Party. A final decision is one where the Opposing Party is denied permission to appeal, or does not appeal in time, or loses their appeal. A 'Win' for the purposes of an Interim Dispute is an order made in favour of the Client including an order or agreement to pay your costs of the Interim Dispute.

### **Interpretation**

Unless the context otherwise requires:

the singular includes the plural and vice versa;

references to persons include individuals, un-incorporated bodies, government entities, companies and corporations;

references to legislation include any modification or re-enactment thereof.

clause headings do not affect their interpretation; and

general words are not limited by example.

## **2 What is covered by this Agreement**

Your claim for transferring of up to £1,250 of Personal Allowance between you and your wife, husband or civil partner, known as 'Marriage Tax Allowance' against HM Revenue & Customs. Claims can relate to multiple tax years, depending on your circumstances.

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

Any work to address further questions by the Opposing Party.

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

We may recover any other tax you have paid in the years which are submitted on the form. This includes any other reasons you may be owed a Tax rebate. These factors include, but are not limited to; Not correctly including your expenses in your tax code, set on an incorrect tax code including any other coding errors, having paid tax when you did not meet the taxable threshold or being emergency taxed in a new job.

We will charge our fee to any tax rebates you are owed by HMRC as a result of our work.

### **3 What is not covered by this Agreement**

Any Counter Claim against you.

Any appeal you make, or any appeal made by the Opposing Party, against the final judgment or order.

### **4 The Success Fee**

The Success Fee is set at 35% plus VAT and £50 admin fee of the final amount paid by HM Revenue & Customs for your total Marriage Tax Allowance claim,

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:

our assessment of your prospects of success, ie:

(a) the details provided by you in respect of your Marriage Tax Allowance payment

(b) the details provided by you in respect of your income and taxable benefits during the tax years when your Marriage Tax Allowance claim was made.

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

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

The Success Fee cannot be more than 35% + VAT and £50 admin fee of the final amount paid by HM Revenue & Customs but otherwise there is no maximum limit on the amount of the Success Fee.

If there is anything that you wish to discuss about the Success Fee, please contact us before signing this Agreement.

### **5 Paying us if you Win**

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

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).

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

we may deduct from your Damages any Success Fee due to us

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

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 as outlined above.

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.

## **6 If you Lose**

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

## **7 Interim costs**

7.1 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.

## **8 Our responsibilities**

We must:  
always act in your best interests,  
  
explain to you the risks and benefits of taking action;  
  
give you our best advice about whether to accept any offer of settlement;

## **9 Your responsibilities**

You must:  
  
give us instructions that allow us to do our work properly;  
  
provide us with the relevant information and evidence in order for us to progress your claim.  
  
not ask us to work in an improper or unreasonable way;  
  
not deliberately mislead us;  
  
co-operate with us;

## **10 Termination**

If you terminate the Agreement

You have a right to cancel this Agreement and do so within the 14-day time limit from the date of this agreement.

If we terminate the Agreement

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

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.

## **11 Death**

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

If your personal representatives wish to continue your Claim, we may offer them a new CFA, as long as they agree to pay the Success Fee as set out above.

## **12 What happens after this agreement ends**

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 form of funding with you.

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.

## **13 Variation**

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

## **14 Signatures**

AGREED by the parties

Signed by Reclaim Now Ltd: .....

Signed by the Client (Transferor- Lower Earner): .....

Signed by the Client (Transferee - Higher Earner): .....

Dated: .....

Note: We are not bound to act on a conditional fee basis until both you and we have signed this Agreement.