TERMS AND CONDITIONS

Please read these Terms and Conditions ("Agreement") carefully before using our service ("Service"). This Agreement sets forth the legally binding terms and conditions for the use of the Service provided by Peak Accounting Tax Solutions Limited ("Company," "we," "us," or "our").

Peak Accounting Tax Solutions Limited is a company registered in England and Wales under registration number 14721122 at 2 Riverside Studios, Whitehall Waterfront, Riverside Way Leeds, LS1 4EH.

ACCEPTANCE OF TERMS

By using our services, you acknowledge that you have read, understood, and agree to be bound by this Agreement and all applicable laws and regulations. If you do not agree to these terms, please refer to the Termination section for your cancellation rights.

You agree for us to start work on your claim as soon as you, and your spouse, complete the online sign-up process and Peak Accounting Solutions Limited receives the Authorisation Form PAYE A2 for both you and your spouse, if applicable. This may be within the cooling off period. This does not affect your cancellation rights.

DESCRIPTION OF SERVICE

We will appoint an Agent to submit the claim and liaise with the Revenue Online Service (ROS) on your behalf. The Agent we will use and instruct are based in Ireland and are Peak Accounting Solutions Limited (Company Number 721535) of Creative Spark, Clontygora Drive, Muirhevnamor, Dundalk, County Louth, A91 HF77.

We have an Agency Agreement in place between Peak Accounting Tax Solutions Limited, acting as Principal and Peak Accounting Solutions Limited in Ireland, acting as a Nominee. Data may be shared between the parties from time to time to facilitate your claim for Tax Rebate from the Revenue. Please refer to our Privacy Policy for further information.

The Service provided by Peak Accounting Tax Solutions Limited authorises Peak Accounting Solutions to directly communicate with the ROS to obtain a reconciliation of your and your partner's tax records which may result in a tax return being submitted on your behalf. Peak Accounting Solution will apply for a tax rebate for all eligible tax years that have passed.

You are aware that you can submit a claim directly to ROS yourself. By using our Service, you are agreeing for us to act on your behalf and instruct an Peak Accounting Solutions to recover any rebate due to you.

You understand that you may only qualify for a refund if you rent privately from a landlord registered with the Residential Tenancy Board (RTB), where applicable and have not currently made a claim. The Service is provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied.

In our review and submission procedure, we will assess your eligibility for additional rebates when submitting your tax return to enhance the recoverable amount for you. These rebate claims encompass various categories, including but not limited to Working Home Relief, Medical Expenses, Flat Rate Expenses, Dependent Relative, Tuition Fees, and Mortgage Interest Relief.

SUBMISSION OF PREVIOUS YEARS RETURNS AND ADDITIONAL TAX REBATES

As part of the service and to maximise your tax rebate, you authorise Peak Accounting Solutions to submit any previous tax returns for the last 4 years to establish whether you qualify for a tax rebate for overpaid tax. Furthermore, you authorise the submission of claims where it is established you may be entitled to further rebates identified by Peak Accounting Solutions. Before we submit any additional tax rebates we will contact you and obtain explicit consent from you / and your spouse, if applicable.

If you are eligible for a Single Person Child Credit, and you have provided explicit consent, we may use your initial signature from the Authorisation Form and apply this to the Single Parent Child Credit form to progress your claim. Your signature will not be used for any other purpose.

If there is any information or updates you require you need to make to Revenue in relation to your previous circumstances, it is important you provide that information so that the information can be updated on ROS and allow Peak Accounting Solutions to submit accurate tax returns.

AUTHORISATION FOR CLAIM PROCEEDING AND PAYMENT WHERE CLAIM SHOULD BE IN JOINT NAMES.

You acknowledge that, being the Main Applicant, you shall be considered the primary point of contact and authority for the purpose of proceeding with the Tax Rebate claim on behalf of both Parties in the joint names

You hereby authorised us to take all necessary actions, provide any required information, and make decisions related to the tax return. Peak Accounting Solutions Limited shall rely on the instructions and authorisations given by you and your partner for the processing of the claim and any subsequent payment.

You agree that you both have the authority to provide instructions, including, but not limited to, providing necessary information, responding to enquiries and receiving payments on behalf of both you and your partner.

By entering into this agreement, you explicitly acknowledge and consent to the authority granted to you for the efficient processing and resolution of the tax return and have express authority to proceed as described above.

YOUR ELIGIBILITY FOR RENT TAX REBATE

To use the Service, you must meet the below requirements:

- You and/or your partner must be privately renting (i.e., not on benefits and not renting from a housing association) from your Landlord where your tenancy is registered with the RTB, or you are renting a room which is licensed.
- You must not have previously submitted a tax claim to ROS regarding your Rent Rebate.
- You are not self-employed.
- You are not in receipt of HAP/RAS or any state housing schemes.
- You are not related to the Landlord.
- The Property you are renting is your Principal Private Residence (PPR)

By using the Service, you agree that you meet these eligibility requirements.

AGENT OBLIGATIONS

You agree that to claim any refund from ROS, Peak Accounting Solutions Limited in Ireland will be assigned as a nominated agent to act on your behalf to deal with your tax affairs to obtain a refund. You understand that Peak Accounting Solutions can only deal with your claim if they are appointed as an Agent on your account with ROS. You agree to allow Peak Accounting Solutions Limited in Ireland to do this through the authority you provided.

Peak Accounting Solutions may respond to the ROS on your behalf. It will use all reasonable endeavours to deal with your claim expeditiously and in a timely manner. Peak Accounting Solutions is responsible for processing your claim, this will include but not be limited to:

- Dealing with queries from you by telephone or in writing
- Dealing with queries with the ROS by telephone or in writing
- Process your payment.
- Provide you with a refund after deducting fees.
- Managing your claim as it sees fit.
- Work on your claim generally until your claim is concluded i.e. when a refund is obtained or where the ROS confirm you are not entitled to anything.

You are expected to provide honest and straightforward information to us. Peak Accounting Solutions will be responsible for processing this information which you provide.

AUTOMATIC REMOVAL OF PREVIOUS AGENT

You agree and authorise Peak Accounting Solutions Limited to reserve the right to automatically remove any previous agent associated with the provision of your tax affairs without further notice or consent for the purpose of allowing Peak Accounting Solutions in Ireland to be an agent and carry out a claim on your behalf. You acknowledge and agree that Peak Accounting Solutions Limited is authorised to take such actions to ensure the smooth continuation of services and effective management of your claim.

OUR OBLIGATIONS

Once Peak Accounting Solutions Limited in Ireland is appointed as an agent, then it will be responsible to communicate with ROS to progress your claim and deal with any queries that may arise with ROS.

Peak Accounting Solutions will undertake to process all information provided and verified by you and/or your Partner.

We will not undertake an audit or obtain third party verification of any information provided to us. It is your responsibility and that of your Partner to ensure that all information and declarations provided are true, accurate and correct. You must remember that the ROS will hold you wholly responsible and liable for any incorrect information provided.

Peak Accounting Solutions are proud of their reputation with the ROS and other parties. In order to maintain their reputation, they reserve the right to stop acting for you at any time if, in their opinion, continuing to act for you may jeopardise this reputation. If they decide to cease acting, we will not charge a fee for any services undertaken.

Peak Accounting Solutions will be paid the PAYE refund into their own bank account designated to receive the refund. They will deduct the fees, as outlined below in the 'Our Fees' section and pay you the balance owed.

CLAIM PROCESSING FOR SUBSEQUENT YEARS

We will contact you each year to request any further information and/or updates on your circumstances which are to be declared or updated to the Revenue so that we can submit accurate tax returns for subsequent years. During the year and whilst Peak Accounting Solutions remains your nominated agent, it is important you also keep us updated with any material information which could affect your tax position or information which needs to be updated with the Revenue.

YOUR OBLIGATIONS

By accepting these terms and conditions you agree that your obligations under this agreement are as follows:

- To provide accurate and up-to-date information during the registration process.
- To co-operate with Peak Accounting Solutions with any information requested or needed to progress your claim.
- To keep and maintain up to date information with ROS.
- You agree not to use the service for any illegal or unauthorised purposes.
- Provide us with such information and materials as we may reasonably require in order to supply the services.
- Keep a record of evidence in relation to your Tenancy as validation, in such event the Revenue contact you or raise a query.
- Keep and maintain your records for a period of 6 years as you may be called upon to provide this information for Auditing purposes from the Revenue.

OUR FEES

By entering into these terms, you agree that if Peak Accounting Solutions successfully recovers any repayment from ROS then the recovered amount will be sent directly to your Agent, Peak Accounting Solutions Limited in Ireland, who will pay you what you are owed after the deduction of our fees.

Our fixed fees will become payable of 36% for any tax rebates recovered for the current and any previous years.

A fixed fee of 20% will also be charged for any overpaid tax recovered as a result of submitting previous tax returns up to 4 years. as described in the Services section above.

FEE EXAMPLES

Tax Rebate Claim only:

- Tax Rebate Recovered €500.00
- Our fee €180.00
- Balance to you €320.00

Tax Rebate Claim and submission of Overpaid Tax:

- Tax Rebate Recovered €500.00
- Overpaid Tax rebate: €500.00

Total Rebate €1,000.00

- Our fee on Tax Rebate Recovered €180.00
- Our fee on Overpaid Tax: €100.00

Total Fees payable €280.00

- Balance to you €720.00

Any money owed to you will be paid to you within 30 days of you providing the information requested such as bank details and additional information for Anti Money Laundering checks.

Payments will only be made by bank transfer; therefore, we will need to obtain your complete bank details and will be in touch in due course. Bank details will be requested from you once we have been alerted by the ROS that you are due a refund.

If after 60 days a balance remains and you fail to provide bank details and/or fail to provide information completing Anti Money Laundering checks, an admin fee of €5.00 per calendar month will become payable for retaining your funds to deal with the administration on your account until you provide the information required or your balance is reduced to zero, whichever occurs first. The €5.00 charge will become payable on the first of every calendar month until such time you have provided the required information.

If after a period of 3 years a balance still remains and you fail to provide bank details and/or fail to provide information completing Anti Money Laundering checks, an admin fee of €200.00 per year will become payable for retaining your funds until you provide the information required or your balance is reduced to zero, whichever occurs first.

If any money is released from the ROS that is directly sent to you or a different third party for the work done by Peak Accounting Solutions Limited, then you agree to return the fees that are payable within 14 days of receipt. If you fail to return the fees that are payable within 14 days of receipt, you understand there may legal recovery any monies owed.

If you have terminated your contract under the Termination section, and Peak Accounting Solutions receive any money from ROS, you authorise Peak Accounting Solutions to send the payment directly to you without any fees on the payment being incurred or return the money to ROS if required.

REWARDS SCHEME

Upon signing with us, you will be automatically enrolled in our Rewards Scheme, which is subject to the Rewards Scheme Terms and Conditions. By participating in the Rewards Scheme, you agree to abide by its specific terms. If you do not wish to participate, you may opt-out at any time by emailing us on info@peakaccountingtaxsolutions.com.

TERMINATION

You have the right to cancel this agreement at any time within 14 days under the Consumer Rights Regulation.

You may request cancellation within 14 days with the following options:

- Email: info@peakaccountingtaxsolutions.com
- Writing: Peak Accounting Tax Solutions, 2 Riverside Studios, Whitehall Waterfront, Riverside Way, Leeds, LS1 4EH.

We reserve the right to terminate or suspend your access to the service at any time and for any reason.

You may terminate your use of the service by providing us with written notice, provided the notice is received prior to successfully completing your claim and obtaining a refund.

If we have completed the work and carried out the service as above, you cannot cancel the Contract or Agreement. If you do attempt to cancel within the 14-day cooling off period, you acknowledge that you will still be liable for any charges incurred up to the date of your cancellation. Where we have already submitted your claim to the ROS, we will be charging you our full fee. This applies whether you cancel the contract with us directly, or whether you contact the ROS to remove our authority.

OUTSOURCING WORK

You understand that Peak Accounting Tax Solutions Limited may outsource work to communicate with you and ROS to progress your claim.

IDENTIFICATION AND ANTI MONEY LAUNDERING CHECKS

You understand that Peak Accounting Solutions Limited has to perform verification checks with clients to adhere with legislation to combat money laundering and to prevent any illegal activity.

Once any funds are received from ROS then Peak Accounting Solutions Limited is authorised to obtain identification or perform an anti-money laundering check before releasing any payment to you.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall the Company or its directors, officers, employees, agents, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses arising out of or in connection with the use or inability to use the Service.

AMENDMENTS

We have the right to update the Terms and Conditions at any time and notify you of any changes.

For any changes that have been made, you have the right to decline any amended terms and conditions within 14 days.

SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

INTELLECTUAL PROPERTY

The Service and its original content, features, and functionality are owned by the Company and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not use, reproduce, modify, distribute, or display any part of the Service without the prior written consent of the Company.

INDEMNIFICATION

You agree to indemnify and hold your Peak Accounting Solutions Limited and Peak Accounting Tax Solutions Limited and its affiliates harmless from any claims, losses, damages, liabilities, or expenses, including legal fees, arising out of your use of the service or violation of this Agreement.

COMPLAINTS

We strive to provide the highest level of service to our customers, but we understand that concerns or issues may arise from time to time. If you have a complaint regarding our products, services, or any aspect of our business, we encourage you to contact our complaints department at compliance@peakaccountingsolutions.ie so that we can address the matter promptly.

We take all complaints seriously and will make every effort to resolve them in a fair and timely manner.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and the Company regarding the use of the Service, superseding any prior agreements or understandings, whether oral or written.

GOVERNING LAW

This Agreement shall be governed by and in accordance with the courts and laws of England and Wales. Any disputes arising from this Agreement shall be resolved exclusively by the courts of England and Wales.

PRIVACY

We collect, store, and process personal information in accordance with our Privacy Policy. By using our service, you consent to the collection, storage, and processing of your personal information as described in our Privacy Policy.

OTHER

If the contract is not enforced straight away, we have the right for the contract to be enforced at a later date.

We may transfer this agreement under these terms to another organisation. If this happens, we will inform you in writing and ensure that it will not affect your rights under the contract.

You only may transfer your agreement to another party if this is agreed with us in writing.

We will contact you and you may contact us by telephone, email and writing.

With the personal information you have provided we may use this to communicate with ROS to progress your request and process any payments due to you.

We will only give your personal information to third parties where the law either requires us or allows us to.