



Your Name  
Address  
Postcode

1. This Agreement contains the terms of the contract entered into between you, «Full\_Name», and Chamberlain Swift.

#### **Confirmation**

2. In entering into this Agreement, you confirm that you have paid amounts to HMRC in relation to the Loan Charge (under either schedule 11 or 12 of the Finance (No2) Act 2017) (**‘Paid Loan Charge Tax’** or **‘PLCT’**).

#### **What Chamberlain Swift Shall Do for You**

3. Chamberlain Swift shall write to HMRC to obtain refunds of PLCT from HMRC on your behalf (**‘Loan Charge Refunds’** or **‘LCR’**). You hereby grant authority to Chamberlain Swift to send to HMRC correspondence which is drafted by Setu Kamal LLM of 15 Old Square (**‘Counsel’**) but which is personalised by Chamberlain Swift to cater for your particular facts.
4. You also grant authority to Chamberlain Swift to receive the LCRs on your behalf and to disclose to HMRC this Agreement (which also constitutes an authority letter).
5. In the event that HMRC dispute the refunds, then Counsel shall take such additional steps as are reasonably required to legally establish your right to a refund as a matter of law. Any such steps shall not be taken in your name and shall rather be aimed at establishing the legal position as a point of principle.
6. In entering into this Agreement, neither Chamberlain Swift nor Counsel undertake any duty of care (be it towards the management of your tax affairs, the undertaking of correspondence in relation to your tax affairs or the appealing of any assessments) other than to the extent expressly undertaken in this Agreement.

#### **Fees and commercials**

7. You will not pay any upfront fees at all. In the event that a refund is obtained in relation to your case, Chamberlain Swift shall be entitled to charge from any LCR received in respect of you, 15% plus VAT at the point at which it is received. Chamberlain Swift shall then pay the entirety of the balance, which is 82%, to you within 7 days of receipt.
8. You will not, by reason of entering into this Agreement, pay any fees at all to the extent that a refund is not obtained in relation to your case.



0161 524 3008  
07700 14 3008



[www.chamberlainswift.com](http://www.chamberlainswift.com)  
[info@chamberlainswift.com](mailto:info@chamberlainswift.com)



11-14 Newry Street  
Warrenport . BT34 3JZ





### Termination

9. Notwithstanding anything else contained in this Agreement, you may terminate this Agreement free of cost and at your complete discretion within 14 days of it having come into force. This may be done by writing to us at the email address above intimating us of your having done so.
10. In the event that you terminate this Agreement for any reason after 14 days have passed since you entered into this Agreement, a fee of £500 plus VAT shall become applicable to Chamberlain Swift within 14 days to cover the costs borne in respect of you (such as onboarding costs, consideration of your case and the drafting and dispatching of correspondence on your behalf). You shall be responsible for all costs reasonably incurred in enforcing the said £500 plus VAT due. The reason for this, is that Chamberlain Swift or Counsel shall have taken steps towards the refund of your LCRs in the interim which may have involved the incurring of expenses and commitment of time.
11. Neither Chamberlain Swift nor Counsel shall be required to pursue your refund or take any further steps in pursuance of this Agreement in cases where it has become reasonably established as a matter of law that the steps have no prospects of success. Chamberlain Swift shall inform you of this should this occur, and this contract will then have terminated without you having to pay any fees whatsoever.

### General

12. Chamberlain Swift is the trading name of Maharishi Third Act Limited, a company registered in Northern Ireland with company number NI698305, a specialist company created and owned by Counsel and applied now for the purposes of the Loan Charge Refunds. Anything required to be done by Counsel under this Agreement arises from the agreement entered into between Counsel and Chamberlain Swift with the view to achieving these ends.
13. This Agreement is entered in accordance with the laws of England and Wales.

I agree with the above terms and conditions of this Agreement.

Name:

Signature:

Date of Signature:



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