

IMPORTANT: Before instructing us you should read the Agreement and these Terms and Conditions carefully to ensure that they contain everything you do want and nothing that is unacceptable to you. If you do not understand these documents or anything in them, it is strongly suggested that you ask for them to be explained to you before you instruct us to proceed. You might consider consulting a solicitor or the Citizens Advice Bureau.

1. Service

- i. We are Portal Tax Claims LLP a limited liability partnership incorporated and registered in England under number OC354317. Our registered office is at Portal House, Sunderland Quay, Rochester, Kent, ME2 4HN. This is our principal place of business and our contact details for all matters are published at www.portaltaxclaims.com.
- ii. In accordance with the Agreement and these Terms and Conditions, Portal Tax Claims LLP ("we") will provide the Services described in the Agreement, using reasonable skill, care and diligence for the Fees stated in below Agreement constitutes acceptance of Portal Tax Claims LLP Terms and Conditions and the formation of a legally binding Contract between the Client and Portal Tax Claims in accordance with these Terms and Conditions. In the event of any conflict between these Terms of Contract and any other documents, the provisions of these Terms of Contract shall prevail.
- iii. Portal Tax Claims LLP are engaged solely to identify any potential pool of Capital Allowances within the property (s) specified, based upon the information provided by the Client.
- iv. Where a client has a property with a non-qualifying or residential part .Portal Tax Claims calculation is based on the Commercial part only. Claims for the non-qualifying or residential part will not succeed.
- v. PTC excludes all liability resulting in the claim failing as consequence of any professional advice or expert report provided by a third party in respect of the claim.

2. Client Responsibilities

- i. Portal Tax Claims LLP have the exclusive right to undertake the claim for current and retrospective capital allowances for the Client for two years from the date on which this Agreement falls.
- ii. Performance of Services is subject to these Terms and Conditions of Contract. In particular:
- iii. Timely provision of adequate and accurate information by the Client and those third parties over whom Portal Tax Claims LLP have no control. Any costs requested by third parties for producing relevant information and documentation is the sole responsibility of the Client.
- iv. Performance by the Client and those third parties over whom Portal Tax Claims LLP have no control, of all functions upon which the Services or any part thereof are dependent.
- v. Provision of access to such sites and locations, as and when may be necessary in order for Portal Tax Claims LLP to undertake the Services.
- vi. Once Portal Tax Claims LLP have sent their findings in the form of an approved Expert Report to the Client it then becomes the sole responsibility of the Client to submit or not to submit the Expert Report to HM Revenue and Customs. Portal Tax Claims LLP's role is to seek to identify potential claims only we would also recommend that you continue to take advice from your Accountant, who will have additional information about all of your financial and taxation affairs.
- vii. If payment option 2 or 3 are chosen. Then the client shall ensure that HM Revenue and Customs are authorised and instructed and remain instructed directed to remit all sums payable in respect of the Claim to Portal Tax Claims LLP (as security for the fee/ loan). The client shall without limitation irrevocably authorise and instruct its Accountants to provide and as necessary renew such authority and instructions fully in accordance with the current forms and procedures required by HM Revenue and Customs from time to time and to assist with any enquiries from HM Revenue and Customs in respect of the Claim. Upon Portal Tax Claims LLP producing or procuring the report on the Claim, Portal Tax Claims LLP shall raise a valid VAT pro-forma invoice addressed to the Client for payment of Portal Tax Claim LLP's Agreed Fee within the specified time limit.
- viii. To make a claim, Portal Tax Claims LLP have to prove that no prior claim has been made and this is called validation stage. Part of this process requires the Client to provide requested information and clarification from their Accountant or other nominated professionals. If the Accountant or the professionals fail to respond to Portal Tax Claims LLP within one month of the first request at the pre-survey stage then Portal Tax Claims LLP will deem this Agreement to be terminated as a result of the Client's failure to comply with Clause 2 sections (ii), (iii) and (iv) above and a Cancellation Fee will become payable as under Clause 10 (ii).

3. Liability

The person signing this form has the authority to sign and legally bind the person and all persons named as the Client including (if any) the company, partnership, or other entity to this Agreement in all circumstances. You confirm that the information that you provide, including ownership information, is correct and complete to the best of your knowledge, information and belief and Portal Tax Claims LLP may rely upon it.

4. Sub-contractors

Portal Tax Claims LLP reserves the right to employ agents and sub-contractors when providing the whole or any part or part of their Services.

5. Variations of Service

Portal Tax Claims LLP will notify the attention of the Client of any additional services required from Portal Tax Claims LLP, which are considered to be outside the Services described in this Agreement. Unless and until agreed to the contrary, additional services will be charged at an hourly rate which is to be advised. Additional services will only be undertaken with the client's written consent unless Portal Tax Claims LLP must act or omit to act to comply with safety or relevant Legislation. Where issues of safety or compliance with Legislation are involved, Portal Tax Claims LLP will seek to notify the Client of any necessary variations at the earliest opportunity but will not as a result of this Clause or any such notification become responsible for such matters.

6. Confidentiality

Portal Tax Claims LLP will comply with current applicable UK legislation. We will also comply with any additional Client requirements for confidentiality and secrecy to the extent to which they are made known to and agreed with us in advance. Any costs reasonably incurred by Portal Tax Claims LLP (in complying with any such requirements which exceed the obligations imposed by current UK legislation) are to be reimbursed to Portal Tax Claims LLP by the Client.

7. Copyright and other intellectual property

Copyright and all other intellectual property and goodwill in all documents and electronic representations prepared by Portal Tax Claims LLP in providing the Services is reserved to Portal Tax Claims LLP.

8. Payment

- i. For full breakdown, payment options and payment of fees see under "Fees section" in this Agreement.
- ii. All Fees and other sums payable by the Client are exclusive of VAT. The Client shall pay VAT at the rate applicable at the date the Agreement is signed in respect of all services provided in accordance with this Agreement. Portal Tax Claims LLP's VAT registration number is 989783327.
- iii. All fees are tax deductible and reclaiming VAT will depend upon whether or not the Client is registered for VAT.
- iv. Portal Tax Claims LLP's Fees become payable in any event solely on the disclosure to the Client of the Capital Allowance Expert Report (subject to Fee clause point v) regardless of the Client's current Tax situation.

- v. Any withholding notice indicating an intention to withhold Portal Tax's Claim's fee has to be received in writing (registered mail) within seven days of Portal Tax Claims LLP submitting their report to the Client; such notice will not allow the Client to avoid their obligation to pay on time, but we will take such notice into consideration.
- vi. Portal Tax Claims LLP is engaged to identify the pool of Capital Allowances and to create and disclose an Expert Report to the Client. Portal Tax Claims LLP's full fee becomes due and payable (see Fees section) upon the Client receiving the Expert Report and Portal Tax Claims LLP's pro-forma invoice. Payment of Portal Tax Claims LLP's fees is not dependent on the submission of the Expert Report to HM Revenue and Customs or non-submission.
- vii. In respect of every pro-forma invoice issued by Portal Tax Claims LLP the final date for payment shall be in accordance with the Client's chosen payment option
- viii. If payment options 2 or 3 are chosen the Client covenants to pay the balance of any fee due to Portal Tax Claims LLP whether or not the refund from HM Revenue and Customs is sufficient to pay the total fee. This payment date is deemed the date that Portal Tax Claim receives notification from HMRC and or a refund and the Client covenants to pay the balance due in full and final settlement of Portal Tax Claims LLP's fees within 7 days after the refund from HM Revenue and Customs subject to ix & x below.
- ix. If payment option 2 or 3 are chosen and no refund from HM Revenue and Customs is due to the Client, or the value of the refund is less than 50% of the pro-forma invoice fee then Payment Option 1 applies and payment under Option 1 becomes due.
- x. If payment option 3 is chosen and the refund is at least 50% of the pro-forma fee then payment option 2 applies and payment under Option 2 becomes due.
- xi. If during the validation process Portal Tax Claims LLP discover that under mixed usage that a proportion of claimable property is below Portal Tax Claims LLP's threshold of £200,000 then payment Option 4 applies. If a proportion of claimable property is above £200,000 then the Client's chosen payment option will apply subject to Clause viii.
- xii. Portal Tax Claims LLP will be entitled to suspend performance and delivery of their Services if the Client fails to make full and proper payment in accordance with the Terms and Conditions in this Agreement.
- xiii. At all times the Expert Report remains the property of Portal Tax Claims LLP until full payment of all sums due to Portal Tax Claims LLP have been received.
- xiv. Without prejudice to any other right or remedy Portal Tax Claims LLP shall be entitled to claim interest on the late payment of Fees at the Bank of England base rate plus 8% per annum calculated on a daily basis from date that payment becomes due until the date payment is received in full and final settlement of the Fees. In addition to the 8% interest Portal Tax Claims will be entitled to claim compensation. For an unpaid debt of up to £999.99 - £40.00 is claimed; for an unpaid debt of between £1,000 - £9,999.99 - £70 is claimed and for an unpaid debt of £10,000 or more - £100 is claimed.

9. Complaints & Disputes

Portal Tax Claims LLP has an internal complaints procedure and treats all complaints seriously. Portal Tax Claims LLP will effectively endeavor to resolve complaints with the Client concerned. If a complaint cannot be resolved at source, the Client will be asked to set out the issues of the complaints in writing and Portal Tax Claims LLP and we will endeavor to resolve the complaints to the Client's satisfaction. However, where a dispute arises between Portal Tax Claims and Client, the parties shall first seek to resolve any dispute arising under or in conjunction with this Agreement through "without-prejudice" discussions and in accordance with the Civil Procedure Rules Pre-Action Protocol, however, if the dispute is not resolved Portal Tax Claims LLP bring a claim via the Courts.

10. Termination & Cancellation

- i. The Contract may be terminated by either party immediately in writing and upon written notice being served by registered post upon the other party-
 - a) in the event of a material or persistent breach of the Agreement by the other party and/or failure of the party to comply with clause 2 (iii), (iv) and v; or
 - b) in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors, or ceases, for any other reason to carry on business, or in either party's reasonable opinion any of these events appears likely to occur.
- ii. In the event of termination or cancellation of this Agreement by the Client, Portal Tax Claims LLP will be entitled to payment of Fees as follows:
 - a) A cancellation fee in the sum of £450 plus VAT is payable if the claim is terminated or cancelled by the Client during the validation stage.
 - b) If the claim is cancelled after validation and at pre or post survey stage then the cancellation fee(s) will be equal to payment option 1: being fees of 1.5% plus VAT of the purchase price of the building and/or 6% of the of the identified capital allowances on the capital expenditure incurred by the client becomes payable. This fee applies to each and every claim cancelled at the pre or post survey stage and applies to the claim even if the Client had chosen Options 2, 3 or 4.
 - c) In the event that the Expert Report has been submitted to HM Revenue and Customs, the amount of Fee that becomes payable to Portal Tax Claims is the Fee applicable to the Client's chosen Option 1-4 as set out below.

11. Service of Notices or other documents

All notices or other documents required by this Contract shall be in writing and served upon the addresses notified by the parties or in the absence of such address, then the registered address, where applicable, or the last known principal business or residential address.

12. Rights of Third Parties

Any person who is not a party to this contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. Governing Law

This Contract and any dispute or difference arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of England. Portal Tax Claims LLP and the Client irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or difference that arises out of or in accordance with it or its subject matter or formation (including non-commercial disputes or claims).

14. Marketing and Data Protection

- i. Portal Tax Claims LLP reserves the right to use images and information gathered from site visits or from its reports, in marketing material as it sees fit.
- ii. Portal Tax Claims LLP will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, customer services, customer profiling, analysing your purchasing preferences and/or improving our services. We may disclose your information to our service providers and agents for these purposes. The Client has a right to request a copy of the personal data we hold about you, (for which we charge a small administration fee) and to correct any inaccuracies in your information.
- iii. The Client agrees that (a) Portal Tax Claims LLP may share your information with organisations that are Portal Tax Claims LLP's business partners and (b) they may contact you by telephone, post, SMS or email. By proceeding, you will be indicating your consent to receiving marketing messages from Portal Tax Claims LLP and our business partners unless you have indicated an objection to receiving such messages.

15. Exclusions and limitations of liability

- i. Portal Tax Claims LLP shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any direct or indirect consequential loss arising under or in connection with the Agreement; and
- ii. Portal Tax Claims LLP shall have no legal obligation for allocating the Capital Allowances or making of any such claims once we have fulfilled the obligations in providing the services under the terms of this Agreement.
- iii. Portal Tax Claims LLP's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort shall not exceed £1,000.
- iv. Portal Tax Claims LLP warrants that in the unlikely event of any dispute from HM Revenue & Customs within six years after submission of our Expert Report(s) (to the client) as to which items identified in our report(s) qualify for such allowance, Portal Tax Claims LLP will (subject to clause 5) use its professional service at no cost to the client to assist with the agreement of such claims with HM Revenue & Customs.
- v. Should the claim of identified Capital Allowances on Capital Expenditure within the Expert Report be reduced then a pro-forma invoice has been raised by Portal Tax Claims LLP, any fee due will be reduced accordingly.

- vi. Portal Tax Claims LLP will bear no responsibility to or in connection with any enquiries by HM Revenue and Customs, or other interested party, incurred as a result of further interest in the Client's tax, or other, affairs by HM Revenue and Customs, or other interested parties.
- vii. Portal Tax Claims LLP will keep their files in storage for 6 years from the date of this Agreement following which the files will be destroyed.

16. Right to Cancel

- i. The Consumer Protection (Distance Selling) Regulations 2000 permits consumers to cancel a contract after it is has been entered into, subject to certain limitations and requirements.
- ii. The Client will only have the right to cancel this Agreement within 7 working days from the date of the Agreement was entered into where the Client has provided instructions to us to defer performing our Services. Failing this, the Client agrees that upon the signing of this Agreement Portal Tax Claims LLP are instructed to proceed with providing their Services in accordance with the Agreement.
- iii. The Client has a right cancel. To do so the Client must provide notice in writing to us by registered post stating that you wish to cancel the contract between Portal Tax Claims LLP and yourself. The Client must send Portal Tax Claims LLP the notice of cancellation within 7 working days, with the 1st day being the day after you signed the Terms and Conditions.

17. Force Majeure

- i. For the purpose of this Contract, Force Majeure Event means an event beyond the reasonable control of Portal Tax Claims including but not limited to strikes, lock-outs or other industrial disputes (weather involving the workforce of the Portal Tax Claims or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.
- ii. Portal Tax Claims shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- iii. If the Force Majeure Event prevents Portal Tax Claims from providing any of the Services for more than 3 weeks, the Portal Tax Claims shall, without limiting its other rights or remedies have the right to terminate this Contract immediately by giving written notice to the Customer.

Fees Section

18. Fees

- i. No fees in advance
- ii. No additional survey fees
- iii. Choice of 4 fee structures to suit your cash flow
- iv. If we fail to identify unclaimed capital allowances of at least £25,000, you owe us nothing and we let you keep our report free of charge so you could make a claim yourself. (This does not apply to PTC's threshold of properties purchased for a sum of less than £200,000 or Capital Expenditure claims)

Portal Tax Claims offers 2 types of Expert Capital Allowance Reports

Commercial Property Owners

The majority of commercial property purchases whether they are owner-occupiers or landlords are able to claim on the inherent Capital Allowances within their property. Portal Tax Claims LLP will carry out a detailed analysis of the plant & machinery within the building via a specialist survey and create an Expert Report on the identified inherent Capital Allowances for your submission to HM Revenue and Customs. Fees are based on a fixed percentage of the purchase price paid for the property. In addition Portal Tax Claims LLP can offer the **additional service of:**

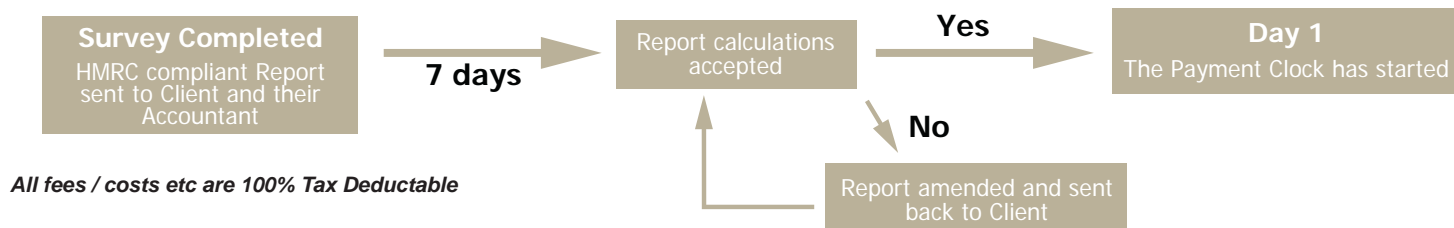
Identifying Capital Allowances on Capital Expenditure (tenants, landlords, refurbishments, alterations, new-builds) Provided you meet the criteria, all tax payers who incur capital expenditure on constructing, fitting out, upgrading, extending or altering property can claim capital allowances on the plant & machinery items identified. Portal Tax Claims LLP will carry out a detailed analysis of all expenditure incurred in conjunction with a specialist survey and produce a separate Expert Capital Allowances Report for your submission to HM Revenue and Customs. Fees are based on a fixed percentage of the amount of Capital Allowances identified within our Expert Report. Please note that with capital expenditure reports our Standard "Terms & Conditions" apply except for: Percentage of Fee's charged, No free reports, Minimum capital expenditure of £100,000.

19. Process

- i. Portal Tax Claims LLP's Headquarters ("HQ") receives the Clients completed Application form & Consent form.
- ii. HQ check that both forms have been completed fully and send an acknowledgement email to the Client confirming this.
- iii. HQ starts the Validation Process: The validation process is a critical part of the whole process as Portal Tax Claims LLP need to ascertain whether or not a claim for Capital Allowances has previously been made on the building during its lifetime. It is also a further requirement of HM Revenue and Customs that Portal Tax Claims LLP comply fully with the Capital Allowance Act 2001 to confirm that you are entitled to make this claim.
- iv. HQ achieve this by a rigorous process whereby they contact your current Accountant and/or Solicitor (and any previous professional representatives, if necessary), HM Land Registry, all the previous owners of the property, where ever possible and their Accountants and/or Solicitors and any other person as becomes necessary during the validation process. This is to ascertain a complete tax history of the property.
- v. If during the validation process it becomes apparent that you are not entitled to make a Capital Allowance claim within the CCA 2001 then we will inform the Client and the process stops and the client will owe us nothing, unless the client fails in their responsibilities see Section 2.
- vi. When validation is completed and we have established that the Client is eligible to make a claim HQ will make contact informing you of this and to arrange a mutually convenient date whereby our fully trained Capital Allowance surveyor can attend your premises to carry out the survey. This is called the Pre-Survey stage.
- vii. Once the surveyor has completed your survey their calculation and plans get passed to our technical team for further analysis from which your Expert Report will be drafted. This is called the Post Survey stage.
- viii. When the Expert Report has been finalised and approved by a senior member of our technical team the Expert Report is sent to you and your accountant and you both have 7 days in which to highlight any relevant queries or discrepancies within the report. This is called the Draft Report stage.

ix. If no comments are made, or we do not hear back from you or your Accountant, this becomes the final Expert Report and we will email you the pro-forma invoice for the claim on day 8. In the unlikely event that our Expert Report is legitimately queried and the unresolved issue agreed between the parties goes outside the 7 days, Portal Tax Claims LLP will not raise the pro-forma invoice until agreement has been reached on the final report. All of the different payment plans offered by Portal Tax Claims LLP assume the report day 8 (or agreed amended report date) is deemed as day 1 for pro-forma invoicing purposes.

Payment Timeline - When is Day 1?



PAYMENT OPTION 1 (Fee payment: 100% Cash Flow)

Fee Structure

- Property Purchase: 1.5% plus VAT of the Purchase Price of the building.
- Capital Expenditure: 6% plus VAT of the Capital Allowances identified within the expert report.

Payment Timeline

- Day1: 50% + VAT of the FEE is due
- Day 28: the remaining 50% + VAT is due

PAYMENT OPTION 2 (Fee payment 50% Cash Flow & 50% from Tax Refund)

Fee Structure

- Property Purchase: 2% plus VAT of the Purchase Price of the building
- Capital Expenditure: 8% plus VAT of the Capital Allowances identified within the expert report.

Payment Timeline

- Day 1: 50% + VAT of the fee is due from cash flow
- Remaining 50% balance + VAT is due upon refund from HMRC

Note: (i) For payment option 2 you must be entitled to a tax refund of at least the 50% of the value of the fee. (ii) You must agree that HMRC pay the full refund to PTC who then returns any excess after our fee deduction. (iii) if the tax refund is not greater than the 50% of the fee you will be personally liable to pay the balance of our fees due in accordance with either of the options contained within Clause 8 vii, viii, ix, x and xi as above.

PAYMENT OPTION 3 (Fee payment: 100% from Tax Refund)

Fee Structure

- Property Purchase: 2.5 % plus VAT of the purchase price of the building
- Capital Expenditure: 10% plus VAT is due of the Capital Allowances identified within the expert report.

Payment Timeline

- Immediate settlement of fee + VAT is due upon refund from HMRC

Note: (i) For payment option 3 you must be entitled to a tax refund at least equal to the full value of our fee (ii) You must agree that HMRC pay the full refund to PTC who then returns any excess after our fee deduction. (iii) If the tax refund is less than our full fee then you will be personally liable to pay the balance of our fees due in accordance with either of the options contained within Clause 8 vii,viii,ix,x&xi as above.

PAYMENT OPTION 4 (Fee payment: 100% Cash Flow)

- Property with a Purchase Price of less than £200,000
- Capital Expenditure of less than £100,000
- No free report if under £25,000 Capital Allowance are identified

Fee Structure

- A fixed fee of £3,000 + VAT

Payment Timeline

- Day1: £1,500 + VAT is due
- Day 28: £1,500 + VAT is due