



Neutral Citation: [2022] UKFTT 233 (TC)

Case Number: TC08554

**FIRST-TIER TRIBUNAL
TAX CHAMBER**

By remote video hearing

Appeal reference: TC/2019/02830

VAT – financial services exemption – whether supply for card handling – no – whether actions of taxable person amounted to execution of a transfer of money – no – whether changed the legal and financial relationships between the parties – no – whether within financial services exemption – no - appeal dismissed

Heard on: 26 April 2022

Judgment date: 28 July 2022

Before

**TRIBUNAL JUDGE ANNE FAIRPO
ANN CHRISTIAN**

Between

SILVERDOOR LIMITED

Appellant

and

THE COMMISSIONERS FOR HER MAJESTY’S REVENUE AND CUSTOMS

Respondents

Representation:

For the Appellant: Mr David Southern QC, instructed by Cripps Pemberton Greenish

For the Respondents: Ms Barbara Belgrano, of counsel, instructed by the General Counsel and Solicitor to HM Revenue and Customs

DECISION

1. The hearing was held via the Tribunal video hearing system. A face to face hearing was not held because of restrictions arising from the ongoing pandemic.
2. Prior notice of the hearing had been published on the gov.uk website, with information about how representatives of the media or members of the public could apply to join the hearing remotely in order to observe the proceedings. As such, the hearing was held in public.

Introduction

3. This is an appeal against two assessments for VAT issued on 25 January 2019 and 12 February 2019 under s73 Value Added Tax Act (VATA) 1994. The assessments are in respect of the VAT periods 10/15 to 10/18, in the total amount of £109,305.00 (after amendment to remove rounding errors in the original assessments letters).
4. The appellant (“SilverDoor”) also appealed against penalties issued in connection with these assessments. The Respondents (‘HMRC’) confirmed that they were taking steps to withdraw the penalties and, as such, that aspect of the appeal was no longer a matter of dispute.
5. The VAT assessments arise in respect of fees charged by SilverDoor when payments are made by corporate card. SilverDoor contends that the fees received in the periods under appeal are within the financial services exemption from VAT.

Background

6. SilverDoor provides services to providers of short-term rentals of hotels, serviced apartments and similar properties (referred to as “Property Partners”). SilverDoor acts as disclosed agent for the Property Partners. The accommodation is booked by persons (“Clients”) which are generally businesses seeking short-term accommodation for employees on temporary assignments.
7. SilverDoor charges commissions to Property Partners for the provision of services to the Property Partner. Those services are advertising of the accommodation and making reservations of the accommodation on behalf of the Property Partner (clause 2.1 of SilverDoor’s standard Property Partner Agreement). When a Client reserves accommodation, SilverDoor collects payment from the Client on behalf of the Property Partner. This amount is eventually paid by SilverDoor to the Property Partner after deduction of SilverDoor’s commission. The timing of the payment onward of the balance of the reservation charge by SilverDoor to the Property Partner will depend on the specific reservation.
8. SilverDoor does not, itself, charge Clients a fee for making reservations of accommodation unless the Client chooses to pay for the reservation with a corporate credit card. In such a case, SilverDoor requires that the Client pay an additional fee, being 2.95% of the accommodation charge.
9. The card fee was originally believed by SilverDoor to be a disbursement (as a reimbursement of fees by the Client) and thus outside the scope of VAT. Following a VAT visit on 14 June 2018, HMRC advised that the fee could not be treated as a disbursement as the Merchant Acquirer charge was not paid on behalf of the Client. Instead, HMRC considered that the fees were a standard rated taxable supply.
10. Following correspondence, HMRC raised the assessments under appeal. Following an independent review which upheld the decision to issue the assessments, SilverDoor appealed to this Tribunal on 3 May 2019.

Booking process

11. Oral and written evidence provided the following description of SilverDoor’s activities.

12. SilverDoor enters into an agreement with each Property Partner, under which SilverDoor is appointed as the Property Partner's reservation agent to advertise and promote the accommodation and to make reservations on behalf of the Property Partner. SilverDoor also has terms and conditions which apply to Client reservations and, in some cases, enters into a global services agreement with a Client in respect of reservation services. Where a Client has a global agreement, each reservation still requires an individual release order.

13. When a Client requests accommodation, SilverDoor will select a range of suitable properties from those made available by Property Partners. SilverDoor will then check with each relevant Property Partner whether their property is available and, if it is, place a temporary hold on the property. The list is then provided to the Client. When the Client selects a property they then are required to make payment for the reservation.

14. Most Clients have accounts with SilverDoor and payment is dealt with through their account. Such transactions are not within the scope of this appeal as no fee is charged where payment is made via their SilverDoor account. Where a Client either does not have an account with SilverDoor or chooses not to pay via their SilverDoor account, the accommodation charge may only be paid by corporate card or bank transfer. SilverDoor does not accept payment via any other means, such as personal card or cheque.

15. Where a Client chooses to pay with a corporate card, SilverDoor issues the Client with a Payment Request which includes a "payment link" to a secure webpage on SilverDoor's website and also includes an additional "card fee amount" of 2.95% of the accommodation charge.

16. The Client is directed from SilverDoor's site to another site operated by one of the two Merchant Acquirers used by SilverDoor, being American Express and Barclaycard SmartPay. The Merchant Acquirer site pages are set up to look as if they are part of the SilverDoor site but are in fact hosted on the Merchant Acquirer's own servers. The Merchant Acquirer obtains the necessary card details from the Client to obtain authorisation of the payment from their card issuer and then returns the Client to the SilverDoor website once the payment has been authorised. The Merchant Acquirer will transfer aggregate card payments to SilverDoor's bank account each day.

17. The chief financial officer for SilverDoor, Mr Buckley, gave evidence in the hearing. His evidence was that SilverDoor does not handle, hold, store or transmit any credit card data. We note that an earlier witness statement produced by Mr Buckley in relation to related judicial review proceedings stated that SilverDoor did obtain credit card details and transmit that information to the Merchant Acquirers. In the hearing, Mr Buckley stated that this earlier witness statement was incorrect and that SilverDoor do not have any responsibility or liability in respect of card information. On balance, and considering the Barclaycard Merchant Acquirer agreement provided to us in evidence, we consider that it is more likely that SilverDoor does not handle the data as that agreement indicates that all such data is gathered by the Merchant Acquirer.

18. All such data is obtained, processed, and stored by the Merchant Acquirer via their own payment platforms. The fee charged is intended to be neutral, passing on to the Client the cost charged by the Merchant Acquirers to SilverDoor for providing the hosted card payment service.

19. Once the Merchant Acquirer has confirmed to SilverDoor that the payment has been authorised, SilverDoor will then send confirmation to both the Client and the Property Partner.

20. The agreement with Property Partners requires the Property Partner to later invoice SilverDoor for the entire amount of the accommodation charge. SilverDoor deduct their

commission from this amount and pay the balance to the Property Partner 30 days after the Client checks in the accommodation or, if later, 30 days after the invoice is provided.

Relevant law

21. Item 5, Group 5, Schedule 9 VATA 1994 provides, as relevant:

“1 The issue, transfer or receipt of, or any dealing with, money, any security for money or any note or order for the payment of money...

5 The provision of intermediary services in relation to any transaction comprised in item 1... (whether or not any such transaction is finally concluded) by a person acting in an intermediary capacity.”

22. The Notes to Group 5 provide that:

“(1) Item 1 does not include anything included in item 6.

(1A) Item 1 does not include a supply of services which is preparatory to the carrying out of a transaction falling within that item ...

(5) For the purposes of item 5 “intermediary services” consist of bringing together, with a view to the provision of financial services—

(a) persons who are or may be seeking to receive financial services, and

(b) persons who provide financial services,

together with (in the case of financial services falling within item 1, 2, 3 or 4) the performance of work preparatory to the conclusion of contracts for the provision of those financial services, but do not include the supply of any market research, product design, advertising, promotional or similar services or the collection, collation and provision of information in connection with such activities.

(5A) For the purposes of item 5 a person is “acting in an intermediary capacity” wherever he is acting as an intermediary, or one of the intermediaries, between—

(a) a person who provides financial services, and

(b) a person who is or may be seeking to receive financial services . (5B) For the purposes of notes 5 and 5A “financial services” means the carrying out of any transaction falling within item 1, 2, 3, 4 or 6.”

Whether the card handling fee is consideration for reservation services provided to Clients

23. HMRC contended that SilverDoor made a supply of reservation services to Clients, enabling the Clients to book accommodation, and that the card handling fee was paid as consideration for these reservation services where a Client paid by corporate card. As such reservation services would be a standard-rated supply, the fee could not be exempt from VAT.

24. SilverDoor contended that they made no taxable supply to Clients as they made no charge to Clients for any reservation services; the charge for its services was paid by Property Partners only, and the fee which is the subject of this appeal was consideration paid by a Client for the facility of being able to pay by card.

25. The fee arises only where a Client uses the reservation services supplied by SilverDoor, and we note that SilverDoor sets out terms and conditions under which it supplies such services. For certain Clients, SilverDoor also enters into a global framework provision for such services.

26. We consider that those terms and conditions, and the evidence provided to us, make it clear that SilverDoor is providing a reservation service to Clients: it does not merely provide

an online catalogue which Clients may pursue and then make a selection but, instead, actively responds to requests from Clients for accommodation. Those requests specify particular parameters. SilverDoor selects a range of suitable properties from its database which fit those parameters and checks that the shortlisted properties are available. The shortlist is then presented to the Client.

27. The fee is charged because SilverDoor wants to be compensated for the cost charged to it by a Merchant Acquirer when a Client opts to pay by corporate card. As we have found, SilverDoor provides a reservation service to Clients. It will incur costs in doing so. Where it considers appropriate, it charges a fee to Clients in order to recover a particular cost. We consider that SilverDoor's choice to charge only the equivalent of this specific cost to those Clients where it incurs that cost, and to otherwise fund the costs of providing reservation services from the commission charged to Property Partners, does not change the position.

28. Considering the evidence before us, we find that SilverDoor does not provide "card payment facilities": it provides reservation services which may be paid for (in this context) by corporate card. There was no evidence that the card payment service could be provided separately from the reservation services provided to Clients.

29. There was no dispute that the reservation services would, if made for consideration, be a standard-rated supply. It follows, therefore, that the fee charged for those reservation services where a Client wishes to pay by corporate card is a standard rated supply. The appeal is therefore dismissed.

30. However, as that the parties made substantial submissions regarding the financial services exemption, we have considered those below in the alternative.

Whether the fee falls within the financial services exemption

31. As noted, SilverDoor submitted that SilverDoor charges the card handling fee for providing the facility of being able to pay by corporate card, and that this is a separate and distinct supply from the supply of accommodation, which is made by the Property Partners.

32. SilverDoor further contended that the supply it made in consideration for the fee was not a data handling service, as SilverDoor did not deal with any of the card data. It was, instead, submitted that the supply by SilverDoor was a financial service within the VAT exemption.

33. We note that case law has made it clear that the exemption should be strictly interpreted (for example, *Sparekassernes Datacenter v Skatteministeriet* (Case C-2/95) ("*SDC*") at [65]).

Whether the Payment Request is a financial service within the exemption

34. It was accepted for SilverDoor that a supply must have the effect of transferring funds and entail changes in the financial and legal situation, in accordance with *SDC*. It was submitted that this requirement was met by SilverDoor causing and assuming contractual responsibility for the transfer of funds. It contended that the Payment Request sent to the Client, continuing a link to the merchant acquirer, followed by entries in SilverDoor's accounts, achieved this effect and the relevant changes.

35. We consider that SilverDoor's Payment Request has the effect of directing the Client to the Merchant Acquirer so that the Client can make payment. The Client then authorises the Merchant Acquirer to undertake actions which result in a payment of money from the Merchant Acquirer to SilverDoor.

36. We find that SilverDoor's actions are too remote to have the effect of transferring funds (per the CJEU in *SDC* at [66]) for the purposes of the exemption. Its actions, at best, start a series of actions in which other parties at some point effect the transferring of funds. As noted in *SDC* at [65], "the mere fact that a constituent element is essential for completing an exempt

transaction does not warrant the conclusion that the service which that element represents is exempt". SilverDoor's action in sending the Payment Request is obviously needed - the Client will not otherwise know where to find the link for the webpage which starts the payment process - but that does not mean that such action must be exempt.

37. We consider that this approach is also supported by the decision of the Court of Appeal in *Target Group Ltd* [2021] EWCA Civ 1043, when it noted that "[it is not] relevant that once data messages are sent, BACS operates automatically, as the CJEU confirmed in *Bookit II* at para 52." Even if the Payment Request could be said to trigger a automatic sequence of events that results in a transfer, that is not enough to bring SilverDoor within the scope of the exemption.

38. We also do not agree that SilverDoor assumes contractual responsibility for the transfer of funds. It may, as set out below, assume contractual responsibility for ensuring that the Payment Partner receives money by way of a transfer but this is not the same as assuming responsibility for the execution of a particular transfer.

Instructions to bank

39. It was contended that the fact that SilverDoor gives instructions to its bank does not mean that it cannot be regarded as executing the order that a transfer take place, as this would confine the scope of the exemption to banks and other financial institutions. We consider that it is clear from case law that the scope of exemption is not confined to banks and other financial institutions, but we also consider that it is clear from case law that the taxpayer must execute the order for the transfer of funds: it is not enough that it instruct others to do so.

40. This was made clear by the Court of Appeal in *Target*, drawing on earlier case law, and noting (at [83]) stating that "In *FDR* this court accepted that ... in general, a transfer is constituted by the execution of an instruction that the transfer should take place and not merely by the instruction itself." SilverDoor does not, by its own evidence, have any of the information which would be needed to execute a transfer of funds.

41. Further, the Court of Appeal noted in *Target* (at [87] onwards) that "In DPAS issuing instructions to financial institutions to carry out a transfer was regarded as comparable to the card processing services in *Bookit II* and *NEC*. All were merely preparatory steps or steps prior to the transfer, and the importance of the financial consequences of such steps to the transaction as a whole, was not relevant" and at [89] confirmed that "however legally significant the service is in a chain of binding messages, if the taxpayer's role is limited to instructing another party to make the transfer and effect the change in payor/payee positions, that is not sufficient to fall within the exemption."

42. It was submitted that the Client, via the Merchant Acquirer, gave an order to their bank to pay SilverDoor, which then executed that order by in turn using the Client's payment to discharge their contractual liability to the Property Partner to pay for the Client's supply of accommodation to the Client.

43. We consider that this submission is not substantiated. SilverDoor receives payment from the Merchant Acquirer following the Client's request to the Merchant Acquirer and SilverDoor later instructs its bank to make payment to the Property Partner when it has received an invoice from the Property Partner.

44. Whilst *SDC* makes it clear that a bank customer may be able to effect a transfer without any action by the bank [54], that is not what SilverDoor does. SilverDoor does not execute the order for the transfer of a sum of money: the only orders it gives in respect of funds are those transferring funds to Property Partners and, as described to us, these are normal orders to a bank instructing the bank to move money from SilverDoor's bank account to that of the

Property Partner. Such orders have long been established not to be exempt financial services as the account holder is not the entity which executes the order.

45. As set out above, we find that the issue of the Payment Request does not and cannot be regarded as the execution of a transfer of funds from the Merchant Acquirer to SilverDoor (nor, equally, from the Client to SilverDoor) and, as made clear by the decision in *Target*, the instruction by SilverDoor to their bank is a preparatory step to a transfer of funds to the Property Partner. It does not execute such transfer and so cannot fall within the exemption by issuing such instructions.

Making debits and credits in bank accounts

46. SilverDoor contended that in the era of electronic financial services and interactive websites, account holders can themselves make debits and credits, e.g. by using an ATM or making on-line payments, rather than the regulated financial institutions at which the account is held.

47. No evidence was provided to support this contention and we note that the Court of Appeal in *Target* specifically agreed with the decision in *Finanzamt Trier v Cardpoint GmbH* (Case C-42/18) that “[withdrawal] from an ATM ... was contingent upon authorisation from the bank that issued the card and the transaction's subsequent entry in the accounts. In other words, it was the 'bank that issued the card that authorised the withdrawal, debited corresponding amounts to the user of the machine's bank account and transferred the ownership of the money directly to that user'.” It is not the account holder which is making the debits and credits in their bank account when the individual withdraws money from an ATM (even if the ATM belongs to the bank), it is the bank. The same, we consider, applies when a person makes an on-line payment.

48. In any case, the evidence before us was not that SilverDoor makes such debits and credits in the bank accounts of either the Clients or the Property Partners nor that it even gave any instructions in respect of their accounts. It has no involvement in the Client's confirmation to the Merchant Acquirer that it wishes to make payment via a particular card. Indeed, as SilverDoor do not collect card information, it appears that SilverDoor do not even know at which financial institution the Client card account is held prior to receipt of payment. SilverDoor's only instructions are to its own bank to make payment to a Property Partner's bank. It does not directly execute an order for the transfer of funds.

49. SilverDoor also does not take responsibility for or have any liability in respect of a particular transfer of money as such. The submissions made about SilverDoor being obliged to make payment to the Payment Partner relate to an obligation to ensure that the Property Partner receives funds. They do not involve an obligation to ensure that a particular transfer is executed. If, for example, an instruction by SilverDoor to its bank to transfer funds to a Property Partner fails, SilverDoor has not shown that it has any responsibility or liability in respect of that specific failure. The parties remain in the same position as before; SilverDoor continues to have its contractual obligation to the Property Partner to make payment and can discharge that obligation by repeating the instruction to its bank.

50. The decision in *Target* is clear: “Execution is critical to the question of responsibility and liability. In this regard, Target's role in procuring payments from borrower bank accounts to Shawbrook's bank accounts, through instructions to BACS, is no different to the role played by DPAS in issuing instructions to BACS to effect payment from the patient's bank account to it before separately passing on an equivalent sum (less deductions) to the dentist. In neither case did these entities execute the transfer and in neither case were they responsible for any failure of the transfer.”

51. In the same way, we find that SilverDoor did not execute any transfer of money within the meaning of the exemption, nor did it have any responsibility for any failure of any transfer of money.

Changes in legal and financial situation between the Client, SilverDoor and the Property Partner

52. SDC at [53] states that a “transfer is a transaction consisting of the execution of an order for the transfer of a sum of money from one bank account to another. It is characterised in particular by the fact that it involves a change in the legal and financial situation existing between the person giving the order and the recipient and between those parties and their respective banks and, in some cases, between the banks. Moreover, the transaction which produces this change is solely the transfer of funds between accounts, irrespective of its cause.”

53. It was submitted that, when SilverDoor’s “obligation [to pay the Property Partner] is fulfilled by a transfer of funds to the Property Partner, that changes the legal and financial situation between the Client, SilverDoor and the Property Partner” such that the arrangements were within the scope of the exemption.

54. We do not consider that this is supported by the evidence. The Property Partner provides accommodation to the Client, with SilverDoor acting as its disclosed agent. The legal situation between the Client and the Property Partner is changed (at the latest) when the Client checks in to the accommodation and is provided with access to the accommodation by the Property Partner.

55. The documentation provided makes it clear that the Client’s use of the accommodation is not contingent on SilverDoor having paid the Property Partner at the date of check in. Indeed, the Property Partner agreement indicates that it would be unusual for SilverDoor to have paid the Property Partner by then. This is because the agreement between SilverDoor and a Property Partner states that the Property Partner is required to invoice SilverDoor in order to receive payment and such invoice is not due for payment by SilverDoor until, at the earliest, 30 days after the Client has checked into the accommodation (clause 10.5).

56. The evidence provided by SilverDoor therefore makes it clear that, when the Client is provided with access to the accommodation, the Property Partner would not yet have been entitled to receive payment. The change in the legal relationship between the Client and the Property Partner cannot therefore be effected by a transfer of funds to the Property Partner.

57. The payment of funds from SilverDoor to the Property Partner following receipt of an invoice from the Property Partner fulfils SilverDoor’s contractual obligation to the Property Partner but we consider has no effect on the Client’s position as the Client has already made payment to SilverDoor and most likely already used the accommodation at the point when SilverDoor pays the Property Partner.

58. The payment from SilverDoor to the Property Partner therefore may change the legal and financial position between SilverDoor and the Property Partner, but we find that this payment has no effect on the Client’s legal and financial position. This payment is also not an inevitable consequence of the Payment Request being issued to the Client; it requires that the Property Partner issues an invoice.

59. The payment by SilverDoor to the Property Partner is also contingent on the Property Partner issuing that invoice to SilverDoor within 60 days of the date of Client check in to the accommodation. At clause 10.11 of the Property Partner agreement, the Property Partner forfeits the right to invoice SilverDoor if they do not issue an invoice within this time.

60. The changes in the financial and legal situation between the parties are therefore brought about firstly by the Client authorising the Merchant Acquirer to process a payment to

SilverDoor and subsequently by the Property Partner issuing an invoice to SilverDoor, as well as the contracts between the parties. Neither arises from SilverDoor's issue of a Payment Request or any other such action executed by SilverDoor.

Entries in SilverDoor's internal accounts

61. It was submitted that the recognition of transactions in SilverDoor's internal accounting records amounted to a relevant transfer, altering the legal and financial relationship between the parties.

62. We do not agree that this satisfies the requirements for the exemption: there was no evidence that any change in SilverDoor's accounting records had the effect of changing the legal and financial position between the Client and the Property Partner. We were not provided with any detailed evidence as to SilverDoor's accounting systems, but we consider that the information that was provided indicated that changes in the accounting records reflected the fact that SilverDoor had received funds from a Merchant Acquirer which were derived from transfers authorised by a Client and, subsequently, recorded a liability that SilverDoor has to the Property Partner.

63. Neither of these situations could be regarded as executing a transfer of funds within the scope of the financial services exemption. We do not consider that any entries made in SilverDoor's internal accounts has the effect of transferring funds from the Client to the Property Partner, nor do those entries effect any legal and financial change between the parties in this case.

64. As set out above, we consider that any change in the relationship between a Client and a Property Partner arises from the relevant contracts and not because of any entries made in SilverDoor's internal accounts. This is not even a situation where SilverDoor's internal accounts set off amounts owed between third parties, as in *FDR Ltd* [2000] STC 672. There was no evidence that the making of any entries in SilverDoor's accounting records were legally effective against either the Client or the Property Partner in a case where the Client pays by corporate card, as required in *Target* at [100], [104].

Whether intermediary services are supplied

65. SilverDoor argued in the alternative that it brings together Clients who wish to pay by credit card and the Merchant Acquirers, with a view to securing payment by this means, and so contends that it makes a distinct act of mediation, within the scope of Note (5) to the exemption in Group 5, Schedule 9, VATA 1994.

66. SilverDoor submitted that it had a legal relationship with parties that propose to enter into an exempt financial transaction and brings those parties together and performs work preparatory to the conclusion of such a contract, pointing out suitable opportunities for the conclusion of a financial service. Specifically, it brings together the corporate card holder and the merchant acquirer, to enable payment to be made for the accommodation.

67. We find that SilverDoor does not "bring parties together" in any context required for the exemption to apply. It enters into contracts with two Merchant Acquirers. It then tells Clients wishing to pay by card to click on a link which leads the Client to the webpages of one of those Merchant Acquirers. It can hardly be said to "point out suitable opportunities" to Clients.

68. As noted in *CSC Financial Services Ltd* (Case C-235/00) at [39], "The purpose of negotiation [ie: acting as an intermediary] is ... to do all that is necessary in order for two parties to enter into a contract, without the negotiator having any interest of his own in the terms of the contract."

69. There was no evidence that SilverDoor did anything other than issue a Payment Request containing a website link which took the Client to the Merchant Acquirer webpages in order to make payment for accommodation by corporate card. There was no evidence that SilverDoor made any assessment of Client requirements or negotiated any terms of the contact between the Client and the Merchant Acquirer. SilverDoor did not even obtain the Client's card information to pass on to the Merchant Acquirer. Given that the Merchant Acquirer webpages were stated to be branded to look as they was part of SilverDoor's website, it was possible that a Client would not even be aware that they were dealing with a specific Merchant Acquirer.

70. We do not consider that SilverDoor's entering into a contact with the Merchant Acquirer and later issuing a Payment Request to a Client can be regarded as "doing all that is necessary" for there to be any contract between Client and Merchant Acquirer. An intermediary within the scope of the exemption must, in our view, do more than issue a Payment Request to one party which directs that party to a webpage operated by the other party.

Conclusion

71. For the reasons set out above, the appeal is dismissed. We find that SilverDoor's fee is provided in respect of standard-rated reservation services or, in the alternative, that the services provided by SilverDoor in respect of that fee do not fall within the scope of the VAT exemption as SilverDoor does not execute a transfer of money nor do its actions in respect of a payment made by a Client by corporate card specifically bring about a change in the legal and financial relationship between the parties.

Right to apply for permission to appeal

72. This document contains full findings of fact and reasons for the decision. Any party dissatisfied with this decision has a right to apply for permission to appeal against it pursuant to Rule 39 of the Tribunal Procedure (First-tier Tribunal) (Tax Chamber) Rules 2009. The application must be received by this Tribunal not later than 56 days after this decision is sent to that party. The parties are referred to "Guidance to accompany a Decision from the First-tier Tribunal (Tax Chamber)" which accompanies and forms part of this decision notice.

**ANNE FAIRPO
TRIBUNAL JUDGE**

Release date: 28 JULY 2022