Last updated: 14/05/2021



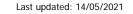
# Appendix ii: SCHEDULE OF SERVICES

These schedules must be read alongside A4G's terms of business and the engagement proposal provided to you.

Please refer to the terms of business for terms and conditions applying to all clients.

Please refer to your engagement proposal for confirmation of which of the following services we have agreed to provide under our engagement:

- A. Schedule covering all services and applying to all clients
- B. <u>Client Care Programme for new clients</u>
- c. Combined Pre-Year-End Meeting and Annual Review
- D. <u>Preparation of Statutory Financial Statements in Compliance with the Companies Act</u> 2006 for a Limited Company
- E. <u>Preparation of Statutory Financial Statements in Compliance with the Companies Act</u> 2006 for a Limited Liability Partnership
- F. <u>Preparation of Non-Statutory Financial Statements for a Sole Trade or Unincorporated Partnership</u>
- G. <u>Preparation and Maintenance of Accounting Records</u>
- н. Personal Tax Individuals, Sole Traders and Couples
- Trusts and Estates Tax Returns
- J. Partnership Tax Returns
- K. Limited Liability Partnerships (LLP) Tax Returns
- L. Corporation Tax calculations and returns
- м. <u>Directors Payroll Service</u>
- N. Benefits-In-Kind Returns
- o. UK VAT Returns
- P. UK VAT Returns (Making Tax Digital (MTD) for VAT)
- Q. Tax Investigations
- R. <u>Unprompted Taxation Disclosures</u>
- s. Tax Credits
- T. Company Secretarial
- u. Furlough Grant Claims





#### A. SCHEDULE COVERING ALL SERVICES AND APPLYING TO ALL CLIENTS

#### 1.1. Excluded, ad hoc and advisory work

- 1.1.2. A4G will only provide a service detailed within these schedules if it specifically included in your engagement proposal or other written agreement.
- 1.1.3. The scope of our services provided to you will be only as set out in the engagement proposal and, where applicable, these schedules. All other services which we may offer are excluded and examples of excluded services are set out in these schedules. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option or other written agreement or verbal agreement. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake.
- 1.1.4. Our services may include telephone conversations, attendance at meetings and written advice, as and when requested by you.
- 1.1.5. If specialist advice is required, we may need to seek this from, or refer you to, appropriate third-party specialists in accordance with our terms of business.
- 1.1.6. As with any tax planning, our recommendations are not entirely without risk, and legislation may be introduced to prevent such tax planning from being undertaken, or to prevent any benefits accruing from planning undertaken previously. Should the whole planning be attacked successfully, although unlikely, the effect on the business and individuals involved would be to put them back in the position they would have been should no tax planning have been undertaken, except for professional costs incurred. HM Revenue & Customs have the authority to charge interest and penalties on any underpayment of tax with the interest effectively being a charge on the borrowings between the business/individuals and HM Revenue & Customs. In cases of a technical nature, penalties are unusual where there has been a valid difference of opinion between HM Revenue & customs and the taxpayer. A4G accepts no liability in relation to penalties and interest chargeable following a successful attack from HM Revenue & Customs.
- 1.1.7. Our engagement proposal does not include any work or fees in relation to tax investigations. Any work completed will be charged to you at our hourly rates and will be payable in accordance with our terms of business.
- 1.1.8. We strongly recommend that you take out tax protection insurance to cover the cost of some of the professional fees which you may incur during a tax investigation. We will provide details of the scheme that we operate on an annual basis. Alternatively, you may contact us at any time to request a quote. The insurance must be in place before the investigation is opened. Other terms and conditions will apply.
- 1.1.9. Our services are based on the 8 needs and wants of our clients and so there are many other ways in which we can assist you:
  - 1. Accountancy and Tax Preparation Services
  - 2. Tax Reduction Services
  - 3. Improving your Management Information
  - 4. Profit and Cash Flow Improvement Services
  - 5. Making your Business Less Dependent on You
  - 6. Help for New and Emerging Businesses
  - 7. Help with Change and Business Challenges
  - 8. Protecting and Growing your Wealth

Please visit our website at <a href="https://www.a4g-llp.co.uk">www.a4g-llp.co.uk</a> for further details or give your Principal Adviser or Client Manager a call.

# 1.2. Changes in the law, in practice or in public policy

- 1.2.2. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.
- 1.2.3. We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

# 1.3. Your responsibilities

- 1.3.2. You agree to provide full information necessary for us to advise in relation to your affairs. We will rely on the information and documents being true, correct and complete and will not audit the information or those documents.
- 1.3.3. If you require tax advice in relation to a proposed transaction, we recommend that you instruct us sufficiently in advance so that we have time to give properly considered advice before the transaction takes place.





- 1.3.4. You authorise us to approach such third parties as may be appropriate, for information that we consider necessary to provide the advice.
- 1.3.5. You will keep us informed of material changes in circumstances that could affect you or your business's tax position or returns or that could affect your VAT obligations. If you are unsure whether the change is material, please tell us so that we can assess its significance.
- 1.3.6. HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.
- 1.3.7. You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of all communications issued to you. You should also keep a note of any telephone communication you have with HMRC's tax credits helpline, including the date and time of the call, and the name of the helpline operator(s).
- 1.3.8. You are responsible for monitoring your business's monthly turnover to establish whether it's liable to register for VAT. If you do not understand what you need to do, please ask us. If you exceed the UK VAT registration threshold and you wish us to assist you in notifying HMRC of your liability to be VAT registered, we will be pleased to assist you in the VAT registration process. You should notify us of your instructions to assist in your VAT registration in good time to enable a VAT registration form to be submitted within the time limit of one month following the month in which you exceed the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and, as a result, incur a late registration penalty. The same applies for equivalent non-UK taxes.
- 1.3.9. You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the tax status of your workers. If you do not understand what you need to consider or what action you need to take, please ask us. We will not be in a position to assist you in complying with your responsibilities if we are not engaged to provide such a service. We are not responsible for any penalty that is incurred.

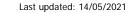
# 1.4. Additional fees for late provision of information to us

- 1.4.2. The schedules set out the deadlines by which we require your complete information to undertake the work for the fee agreed in the engagement proposal. If feasible, we may agree to complete work within a shorter period but reserve the right to charge an additional fee. The minimum fees are as follows:
  - a) Full information required to complete the accounts is provided less than two months but more than one more before the filing deadline - a minimum additional fee of £100 plus VAT;
  - Full information required to complete the accounts is provided less than one month before the filing deadline a minimum additional fee of £200 plus VAT;
  - c) Full information required to complete the self-assessment tax return (including individuals, LLP's partnerships, trusts and estates) is provided after 30<sup>th</sup> September but before 31<sup>st</sup> December a minimum additional fee of £75 plus VAT:
  - d) Full information to complete the self-assessment tax return (including individuals, LLP's partnerships, trusts and estates) is provided after 31st December a minimum additional fee of £100 plus VAT;
  - Full information required to complete the benefits-in-kind returns is received after 6<sup>th</sup> June a minimum additional fee of £75 plus VAT; and
  - f) Full information required to complete or review the VAT return is provided later than 10 working days before the submission date a minimum additional fee of £100 plus VAT
- 1.4.3 Additional fees will be invoiced and payable in accordance with our terms of business.

# B. CLIENT CARE PROGRAMME FOR NEW CLIENTS

# 2.1. Full details of what the service includes

- 2.1.2. The Client Care Programme meeting is a one-off meeting that will be conducted with you by your Client Manager and includes the following features at no extra cost (subject to our terms of business):
  - Obtaining as much information about your business and tax affairs as possible, to ensure that we always provide you with the relevant advice;
  - b) processing of your personal and business details onto our database so that accounts, tax returns and future correspondence are correctly presented;
  - c) review of your business letterhead and invoice stationery to ensure they comply with relevant tax and Companies Act legislation;





- d) compliance review to ensure that the requirements for tax, PAYE and accounting issues are up to date;
- e) if you are VAT registered, a review of your standard VAT invoice to ensure compliance with the regulations of HM Customs & Revenue;
- f) discussion of the way you deal with employee issues, including discussing the risk of having an industrial tribunal case:
- g) assessing the risk to you and your business of having a tax, PAYE or VAT enquiry;
- h) if you wish, discussion with any of your other advisers, such as your IFA, bank or solicitor, to ensure that you do not get conflicting advice;
- i) assessing the areas of your business that require the most help from outside advisers; and
- j) a follow up summary of the issues discussed and any recommendations

#### 2.2. Circumstances under which this service is not free

2.2.2. Please refer to section 13 of our terms of business which explains the circumstances under which this service is not free and will be charged for.

#### C. COMBINED PRE-YEAR-END MEETING AND ANNUAL REVIEW

## 3.1. Full details of what this service includes

- 3.1.2. We will meet with the controlling shareholders/owners prior to the accounting period ending to consider the following:
  - a) Review of management accounts for the year to date;
  - b) discussions regarding profitability of the business and business plans for the coming year;
  - c) advice on identifying your real break-even point and cash flow requirements if appropriate;
  - d) considering tax and investment strategies in the light of likely profits for the year;
  - e) discussions about your personal financial affairs including any areas where we may need to liaise with other financial advisers; and
  - f) if appropriate, circulation of notes of the meeting and action points

# D. PREPARATION OF STATUTORY FINANCIAL STATEMENTS IN COMPLIANCE WITH THE COMPANIES ACT 2006 FOR A LIMITED COMPANY

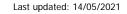
# 4. Responsibilities and scope for financial statements preparation services

#### 4.1. Full details of what the service includes:

- a) Records requests, checklists and follow up reminders;
- thorough review of your records to ensure we have all the documents we need before work commences on preparing the accounts;
- c) summarising your financial information and reconciling key balances to supporting documentation;
- d) review of unusual costs included in the accounting records;
- e) review of items that are usually tax-sensitive and could result in a tax investigation;
- f) putting the financial information into the required format for Companies House, if applicable;
- g) calculating your tax liability and completing your corporation tax returns (see details under Business Tax issues);
- h) thorough review of your accounts by your Client Manager, and adjustments completed as necessary;
- i) writing a letter to you to raise awareness of key issues in the accounts and advise of business tax liabilities if applicable;
- j) final review of your accounts and tax returns by your Principal Adviser;
- k) forwarding copies of accounts and business tax returns to you;
- reminders to send us signed copies of accounts and business tax returns;
- m) submission of accounts and business tax returns with appropriate iXBRL tagging to HM Revenue & Customs, if applicable:
- n) submission of accounts to Companies House, if applicable;
- o) checking receipt of submission is received to confirm documents have been accepted;
- p) providing you with opening journals for the following year's accounts in order to agree opening balances;
- q) telephone calls and emails with your Client Manager regarding your accounts and routine business tax issues; and
- r) checking correspondence received from HM Revenue & Customs agree with our records.

# 4.2. Your responsibilities as directors of a company

- 4.2.2. As directors of the company, you are responsible for preparing financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). As directors you must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the company.
- 4.2.3. Unless you notify us otherwise, you agree for us, where appropriate, to prepare abridged accounts (with an abridged balance sheet only) under The Small Companies and Groups (Accounts and Directors' Report) Regulations 2008 as





amended by The Companies, Partnerships and Groups (Accounts and Reports) Regulations 2015. As directors you are responsible for obtaining the necessary consents from all shareholders/members and for delivering the required statement to the registrar.

- 4.2.4. In preparing the financial statements, you are required to:
  - a) select suitable accounting policies and then apply them consistently;
  - b) make judgements and estimates that are reasonable and prudent; and
  - prepare the financial statements on the going-concern basis unless it is inappropriate to presume that the company will continue in business.
- 4.2.5. You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the company's financial position, and for ensuring that the financial statements comply with applicable accounting standards and with the Companies Act 2006 and give a true and fair view. By approving the financial statements you will be acknowledging this responsibility.
- 4.2.6. You are also responsible for safeguarding the assets of the company and hence for taking reasonable steps to prevent and detect fraud and other irregularities.
- 4.2.7. You are also responsible for deciding whether, in each financial year, the company meets the conditions for exemption from an audit, as set out in section 477, 479A or 480 of the Companies Act 2006, and for deciding whether the exemption can be claimed that year.
- 4.2.8. You are responsible for ensuring that the company complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.
- 4.2.9. You have undertaken to make available to us, as and when required, all the company's accounting records and related financial information and explanations, including minutes of management and shareholders' and directors' meetings, that we need to do our work. This is required to be confirmed in the directors' report along with an acknowledgement that the financial statements have been prepared on an appropriate accounting basis.
- 4.2.10. If financial information is published on the company's website or by other electronic means which includes a report by us or otherwise associated with us, you must inform us of the electronic publication and get our consent before it occurs and ensure that it presents the financial information and chartered accountants report properly. We have the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.
- 4.2.11. It is your responsibility to set up controls to prevent or detect quickly any changes to electronically published information. We are not responsible for reviewing these controls or for keeping the information under review after it is first published. You are responsible for the maintenance and integrity of electronically published information, and we accept no responsibility for changes made to any information after it is first posted.
- 4.2.12. You are responsible for providing us with the full complete records, that meet the terms and conditions of your engagement proposal, by no later than two months before the tax filing deadline.

# 4.3. Our responsibilities as accountants

- 4.3.2. You have asked us to help you prepare the financial statements in accordance with the requirements of the Companies Act 2006, and for preparing accounts for filing with the Registrar of Companies as well as to enable profits to be calculated to meet the requirements of current tax legislation and to provide sufficient and relevant information to complete a tax return. We will compile the financial statements for your approval based on the accounting records that you maintain, the information and explanations that you give us and in accordance with the accounting framework agreed and applicable to you, which may be FRS 102, FRS102 Section 1A or FRS 105.
- 4.3.3. We will plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. We will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits or reviews.
- 4.3.4. You are responsible for determining whether the company is exempt from an audit of the financial statements. We will not check this. However, if we find that the company is not entitled to the exemption, we will inform you.
- 4.3.5. Our work will not be an audit of the financial statements in accordance with International Standards on Auditing (UK), so we will not be able to provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error, or to identify weaknesses in internal controls.
- 4.3.6. Since we will not carry out an audit or confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements that we prepare from those records will present a true and fair view.
- 4.3.7. We will advise you on whether your records are adequate for preparation of the financial statements and recommend improvements on anything we come across during the course of our work.

Last updated: 14/05/2021



- 4.3.8. We have a professional duty to compile financial statements that conform with generally accepted accounting principles from the accounting records and information and explanations given to us. The accounting policies on which the financial statements have been compiled will be disclosed in the notes to the financial statements and will be referred to in our accountants' report. We will not compile financial statements if the accounting principles, or the accounting policies selected by management, are inappropriate.
- 4.3.9. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe may be misleading. Therefore, although we are not required to search for such matters, if we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where the adjustments and/or disclosures that we consider appropriate are not made, or if we are not provided with appropriate information and, as a result, we consider that the financial statements is misleading, we will withdraw from the engagement.
- 4.3.10. As part of our normal procedures, we may ask you to confirm in writing any information or explanations given to us orally during our work.
- 4.3.11. You have instructed us to convert the financial statements into the iXBRL (inline eXtensible Business Reporting Language) format which is required by HMRC. We will use professional software to create the tagged financial statements and you therefore agree that we can process any standard data tags without your prior approval, only referring back to you for any non-standard or judgemental areas.

# 4.4. Form of the accountants' report.

4.4.2. We will report to the Board of Directors members as appropriate that, in accordance with this engagement letter and to assist you to fulfil your responsibilities, we have not carried out an audit but have compiled the financial statements from the accounting records and from the information and explanations supplied to us. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's Board of Directors, as a body for our work or for this report. If you wish to share this report with third parties, before doing so, you must discuss this with us, receive our consent and follow any stipulated conditions.

# E. PREPARATION OF STATUTORY FINANCIAL STATEMENTS IN COMPLIANCE WITH THE COMPANIES ACT 2006 FOR A LIMITED LIABILITY PARTNERSHIP (LLP)

## 5. Responsibilities and scope for financial statements preparation services

## 5.1. Full details of what the service includes:

- a) records requests, checklists and follow up reminders;
- thorough review of your records to ensure we have all the documents we need before work commences on preparing the accounts;
- c) summarising your financial information and reconciling key balances to supporting documentation.
- d) review of unusual costs included in the accounting records;
- e) review of items that are usually tax-sensitive and could result in a tax investigation;
- f) putting the financial information into the required format for Companies House, if applicable;
- g) calculating your tax liability and completing your partnership tax return;
- h) thorough review of your accounts by your Client Manager, and adjustments completed as necessary;
- i) writing a letter to you to raise awareness of key issues in the accounts and advise of business tax liabilities if applicable;
- j) final review of your accounts and tax returns by your Principal Adviser;
- k) forwarding copies of accounts and business tax returns to you;
- I) reminders to send us signed copies of accounts and business tax returns;
- m) submission of accounts and business tax returns with appropriate iXBRL tagging to HM Revenue & Customs, if applicable;
- n) submission of accounts to Companies House, if applicable;
- o) checking receipt of submission is received to confirm documents have been accepted;
- p) providing you with opening journals for the following year's accounts in order to agree opening balances;
- q) telephone calls and emails with your Client Manager regarding your accounts and routine business tax issues; and
- r) checking correspondence received from HM Revenue & Customs agree with our records.

# 5.2. Your responsibilities as directors of a company or members of a limited liability partnership (LLP)

- 5.2.2. As members of the LLP, you are responsible for preparing financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). As designated members you must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the LLP.
- 5.2.3. Unless you notify us otherwise, you agree for us, where appropriate, to prepare abridged accounts (with an abridged balance sheet only) under The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 as amended by The Limited Liability Partnerships, Partnerships and Groups (Accounts and Audit) Regulations 2016. As designated members, you are responsible for obtaining the necessary consents from all members and for delivering the required statement to the registrar.

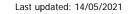




- 5.2.4. In preparing the financial statements, you are required to:
  - a) select suitable accounting policies and then apply them consistently;
  - b) make judgements and estimates that are reasonable and prudent; and
  - prepare the financial statements on the going-concern basis unless it is inappropriate to presume that the LLP will
    continue in business.
- 5.2.5. You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the LLP's financial position, and for ensuring that the financial statements comply with applicable accounting standards and with the Companies Act 2006 and give a true and fair view. By approving the financial statements you will be acknowledging this responsibility.
- 5.2.6. You are also responsible for safeguarding the assets of the LLP and hence for taking reasonable steps to prevent and detect fraud and other irregularities.
- 5.2.7. You are also responsible for deciding whether, in each financial year, the LLP meets the conditions for exemption from an audit, as set out in section 477, 479A or 480 of the Companies Act 2006, and for deciding whether the exemption can be claimed that year.
- 5.2.8. You are responsible for ensuring that the LLP complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.
- 5.2.9. You have undertaken to make available to us, as and when required, all the LLP's accounting records and related financial information and explanations, including minutes of management and members' meetings, that we need to do our work. This is required to be confirmed in the members' report along with an acknowledgement that the financial statements have been prepared on an appropriate accounting basis.
- 5.2.10. If financial information is published on the LLP's website or by other electronic means which includes a report by us or otherwise associated with us, you must inform us of the electronic publication and get our consent before it occurs and ensure that it presents the financial information and chartered accountants report properly. We have the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.
- 5.2.11. It is your responsibility to set up controls to prevent or detect quickly any changes to electronically published information. We are not responsible for reviewing these controls or for keeping the information under review after it is first published. You are responsible for the maintenance and integrity of electronically published information, and we accept no responsibility for changes made to any information after it is first posted.
- 5.2.12. You are responsible for providing us with the full complete records, that meet the terms and conditions of your engagement proposal, by no later than two months before the tax filing deadline.

# 5.3. Our responsibilities as accountants

- 5.3.2. You have asked us to help you prepare the financial statements in accordance with the requirements of the Companies Act 2006, and for preparing accounts for filing with the Registrar of Companies as well as to enable profits to be calculated to meet the requirements of current tax legislation and to provide sufficient and relevant information to complete a tax return. We will compile the financial statements for your approval based on the accounting records that you maintain, the information and explanations that you give us and in accordance with the accounting framework agreed and applicable to you, which may be FRS 102, FRS102 Section 1A or FRS 105.
- 5.3.3. We will plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. We will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits or reviews.
- 5.3.4. You are responsible for determining whether the LLP is exempt from an audit of the financial statements. We will not check this. However, if we find that the company is not entitled to the exemption, we will inform you.
- 5.3.5. Our work will not be an audit of the financial statements in accordance with International Standards on Auditing (UK), so we will not be able to provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error, or to identify weaknesses in internal controls.
- 5.3.6. Since we will not carry out an audit or confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements that we prepare from those records will present a true and fair view.
- 5.3.7. We will advise you on whether your records are adequate for preparation of the financial statements and recommend improvements on anything we come across during the course of our work.
- 5.3.8. We have a professional duty to compile financial statements that conform with generally accepted accounting principles from the accounting records and information and explanations given to us. The accounting policies on which the financial statements have been compiled will be disclosed in the notes to the financial statements and will be referred





to in our accountants' report. We will not compile financial statements if the accounting principles, or the accounting policies selected by management, are inappropriate.

- 5.3.9. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe may be misleading. Therefore, although we are not required to search for such matters, if we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where the adjustments and/or disclosures that we consider appropriate are not made, or if we are not provided with appropriate information and, as a result, we consider that the financial statements is misleading, we will withdraw from the engagement.
- 5.3.10. As part of our normal procedures, we may ask you to confirm in writing any information or explanations given to us orally during our work.

# 5.4. Form of the accountants' report.

5.4.2. We will report to members as appropriate that, in accordance with this engagement letter and to assist you to fulfil your responsibilities, we have not carried out an audit but have compiled the financial statements from the accounting records and from the information and explanations supplied to us. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the members for our work or for this report. If you wish to share this report with third parties, before doing so, you must discuss this with us, receive our consent and follow any stipulated conditions.

# F. PREPARATION OF NON-STATUTORY FINANCIAL STATEMENTS FOR A SOLE TRADE OR UNINCORPORATED PARTNERSHIP

#### 6. Responsibilities and scope for financial statements preparation services

#### 6.1. Full details of what the service includes:

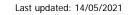
- a) Records requests, checklists and follow up reminders;
- thorough review of your records to ensure we have all the documents we need before work commences on preparing the accounts;
- c) summarising your financial information and reconciling key balances to supporting documentation;
- d) review of unusual costs included in the accounting records;
- e) review of items that are usually tax-sensitive and could result in a tax investigation;
- f) calculating your tax liability and completing your partnership tax return;
- q) thorough review of your accounts by your Client Manager, and adjustments completed as necessary;
- h) writing a letter to you to raise awareness of key issues in the accounts and advise of business tax liabilities if applicable;
- i) final review of your accounts and tax returns by your Principal Adviser;
- j) forwarding copies of accounts and business tax returns to you;
- k) reminders to send us signed copies of accounts and business tax returns;
- I) checking receipt of submission is received to confirm documents have been accepted;
- m) providing you with opening journals for the following year's accounts in order to agree opening balances;
- n) telephone calls and emails with your Client Manager regarding your accounts and routine business tax issues; and
- o) checking correspondence received from HM Revenue & Customs agree with our records.

# 6.2. Your responsibility for the preparation of financial statements

- 6.2.2. You have undertaken to make available to us, as and when required, all the accounting records and related financial information, including minutes of management meetings, which we need to do our work. You will provide us with all information and explanations relevant to the purpose and compilation of the financial statements, and you will disclose to us all relevant information in full.
- 6.2.3. You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the financial statements, is accurate and complete. You are also responsible for ensuring that the activities of the business are conducted honestly, and for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.
- 6.2.4. You will approve and sign the financial statements to acknowledge responsibility for them, including the appropriateness of the accounting basis, and acknowledge responsibility for providing us with all information and explanations necessary for their compilation.
- 6.2.5. You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

# 6.3. Our responsibilities as accountants

6.3.2. You have asked us to help you prepare the financial statements which comply with applicable accounting standards to enable profits to be calculated to meet the requirements of current tax legislation and to provide sufficient and relevant





information to complete a tax return. We will compile the financial statements for your approval based on the accounting records that you maintain and the information and explanations you give us.

- 6.3.3. We will plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. We will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits or reviews.
- 6.3.4. Our work will not be an audit of the financial statements in accordance with International Standards on Auditing (UK) so we will not be able to provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error, or to identify weaknesses in internal controls.
- 6.3.5. Since we will not carry out an audit or confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements we prepare from those records will present a true and fair view.
- 6.3.6. We will advise you whether your records are adequate for preparation of the financial statements and recommend improvements on anything we come across during the course of our work.
- 6.3.7. We have a professional duty to compile financial statements that conform with generally accepted accounting principles from the accounting records and information and explanations given to us. The accounting policies on which the financial statements have been compiled will be disclosed in the notes to the financial statements. We will not compile financial statements if the accounting principles, or the accounting policies selected by management are inappropriate.
- 6.3.8. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe may be misleading. Therefore, although we are not required to search for such matters, if we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. If adjustments and/or disclosures that we consider appropriate are not made or if we are not provided with appropriate information and, as a result, we consider that the financial statements are misleading, we will withdraw from the engagement.
- 6.3.9. As part of our normal procedures we may ask you to confirm in writing any information or explanations given to us orally during our work.
- 6.3.10. You are responsible for providing us with the full complete records, that meet the terms and conditions of your engagement proposal, by no later than two months before the tax filing deadline.

#### G. PREPARATION AND MAINTENANCE OF ACCOUNTING RECORDS

## 7. Responsibilities and scope for accounting services

# 7.1. Your responsibility for the provision of information

- 7.1.2. You have undertaken to make available to us, as and when required, all the accounting records and related financial information, including minutes of management meetings, which we need to do our work. You will provide us with all information and explanations relevant to the purpose, preparation and maintenance of the accounting records, and you will disclose to us all relevant information in full.
- 7.1.3. You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the accounting records, is accurate and complete. You are also responsible for ensuring that the activities of the business are conducted honestly, and for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.
- 7.1.4. You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

# 7.2. Preparation and maintenance of accounting records

## Our responsibilities:

- 7.2.2. We have agreed to carry out the following accounting and other services on your behalf:
  - a) write up the accounting records of the business; and
  - b) complete the postings to the nominal ledger.

# Your responsibilities:

- 7.2.3. You have agreed that you or your staff will:
  - a) keep the records of receipts and payments;
  - b) reconcile the balances monthly with the bank statements;
  - c) post and balance the purchases and sales ledgers;
  - d) extract a detailed list of ledger balances;





- e) prepare details of the annual stocktaking, where required, suitably priced and extended in a form which will enable us to verify the prices readily by reference to suppliers' invoices;
- f) provide us with a copy of the valuation report produced by your independent stocktakers, where required; and
- g) prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled.

# H. PERSONAL TAX - INDIVIDUALS, SOLE TRADERS AND COUPLES

# 8. Responsibility and scope for personal tax services

#### 8.1. Full details of what this service includes

- Sending a personalised tax return checklist to enable the documentation to be submitted quicker for processing, and follow up reminders;
- b) thorough review of your records and telephone calls and emails to ask any necessary questions;
- c) summarising your personal tax information and ensuring there is sufficient supporting documentation in case of an enquiry at a later date;
- d) calculating your tax liability and completion of your personal tax return;
- e) thorough review of your personal tax return by your Client Manager and adjustments completed as necessary;
- f) producing a tax affairs report explaining current and future tax liabilities and providing key information regarding pensions and tax planning;
- g) final review of your personal tax return by your Principal Adviser;
- h) forwarding a copy of your personal tax return to you;
- i) reminder to approve the personal tax return for submission;
- j) submitting returns to HM Revenue & Customs and obtaining their approval;
- k) checking receipt of submission is received to confirm personal tax return has been accepted;
- l) deal with HM Revenue & Customs repayment notices to ensure the tax return has been processed correctly;
- m) telephone calls and emails with your Client Manager regarding your personal tax return; and
- n) checking correspondence received from HM Revenue & Customs agree with our records and advise you of any discrepancies.

#### 8.2. Recurring compliance work

- 8.2.2. We will prepare your self-assessment tax returns, including if you have been treated as a deemed employee under the IR35/off-payroll working rules, together with any supplementary pages required from the information and explanations that you provide to us. After obtaining your evidenced approval, we will submit your returns to HM Revenue & Customs (HMRC).
- 8.2.3. We will prepare your business accounts in accordance with either generally accepted accounting practice or the cashbasis election that you have made (whichever is appropriate) from the books, accounting records and other information and explanations provided to us by you or by others on your behalf.
- 8.2.4. We will calculate your income tax, national insurance contributions (NIC) and any capital gains tax liabilities and tell you how much you should pay and when. We will advise on the interest and penalty implications if tax or NIC is paid late. We will also check HMRC's calculation of your tax and NIC liabilities and initiate repayment claims if tax or NIC have been overpaid.
- 8.2.5. We will advise you on possible tax-return-related claims and elections arising from information supplied by you, other than as regards tax credits and universal credit (see below). If instructed by you, we will make such claims and elections in the form and manner required by HMRC.
- 8.2.6. We will review PAYE notices of coding provided to us and advise accordingly.
- 8.2.7. There is an in-year capital gains tax (CGT) reporting and payment requirement for disposals of UK residential property and, if you are non-UK resident, UK non-residential property and investments in property-rich entities. Where instructed and subject to a separate fee, we will prepare the in-year return for each disposal, calculate the CGT due and submit the return to HMRC.

# 8.3. Excluded, ad hoc and advisory work

- 8.3.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) advising on the extraction of cash/dividends from your personal service company if you have been treated as a deemed employee under the IR35/off-payroll working rules
  - b) advising on the in-year capital gains tax (CGT) reporting requirements on disposals of UK residential property, and, if you are non-UK resident, UK non-residential property and investments in property-rich entities, preparing the in-year return and calculating the CGT due where required and submitting the return to HMRC
  - c) advising on ad hoc transactions (for example the sale of assets);
  - d) advising on preparing accounts on the cash basis and helping you to make the requisite election;
  - e) dealing with any enquiry opened into your tax return by HMRC;
  - f) preparing any amended returns which may be required and corresponding with HMRC as necessary;
  - g) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes; and
  - h) advising on tax credits and universal credit; these are, in effect, social security benefits, and your entitlement or otherwise will depend not only on your own circumstances but also on those of your household; we would require all relevant information to advise in this area.





#### 8.4. Your responsibilities

- 8.4.2. You are legally responsible for:
  - ensuring that your self-assessment tax and CGT on UK property returns are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest.

- 8.4.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check that returns that we have prepared for you are correct and complete before approving them.
- 8.4.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 8.4.5. To enable us to carry out our work, you agree:
  - that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
  - b) to provide all information necessary for dealing with your affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - to provide full details of all UK residential property disposals including associated costs/ valuations prior to disposal. Where you consider that you will be non-UK resident in the tax year of disposal, full details of all UK property disposals, including disposals of shares in property rich companies, must be advised prior to exchange of contracts on any property disposal. If information is received after this, we cannot guarantee that we can provide advice on the amount of capital gains tax due or submit an in-year return within 30 days after the completion of the disposal;
  - to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your affairs; and
  - e) to provide us with information in sufficient time for your tax return to be completed and submitted by the due date (usually 31<sup>st</sup> January) following the end of the tax year; to do this, we need to receive all relevant information by 30<sup>th</sup> September.
- 8.4.6. We accept no liability for penalties and/or interest charged on late self-assessment tax returns or late payments of self-assessment tax, if information is provided to us after 1<sup>st</sup> January.
- 8.4.7. You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material, please tell us so that we can assess its significance.

# 8.5. Where services are provided to a couple

- 8.5.2. We will advise you and your spouse or partner on the basis that you are a family unit. You both agree that, in all matters relating to your or your spouse's or partner's tax and financial affairs, we may deal directly with either of you and we may discuss with either of you the tax liabilities and/or financial affairs of the other. If you wish to make any change to these arrangements at any time, please let us know.
- 8.5.3. In order for us to act for you as a couple in respect of a joint claim, you undertake that all instructions, information or explanations that either of you gives us will be on behalf of both of you, unless you specifically tell us otherwise. Similarly, if one of you signs a document, it will be on behalf of you both unless you instruct us to the contrary. If a conflict of interest should arise between you in relation to any matter to do with your joint claim or entitlement, we reserve the right to cease acting for both of you, or to advise one or other of you to obtain independent advice.

# I. TRUSTS AND ESTATES TAX RETURNS

# 9. Responsibilities and scope for trust or estate tax return services

#### 9.1. Recurring compliance work

- 9.1.2. We will prepare the trust's or estate's self-assessment tax returns, together with any supplementary pages as required from the information and explanations that you provide to us. After obtaining evidenced approval from you, we will submit your returns to HM Revenue & Customs (HMRC).
- 9.1.3. We will calculate the income tax and capital gains tax and inheritance tax liabilities of the trust or estate and will advise you how much you should pay and when. We will advise you on the interest and penalty implications if tax is paid late. We will also check HMRC's calculations of the tax liabilities and initiate repayment claims if tax has been overpaid.
- 9.1.4. We will advise you on possible tax-return-related claims and elections arising from information supplied by you. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.
- 9.1.5. If the terms of the trust or will require income or capital payments to be made to the beneficiaries, we will assist you in preparing all necessary forms relating to such payment.
- 9.1.6. Under anti-money laundering legislation trustees are obliged to maintain accurate and up-to-date records in writing of beneficial owners of and report specified information about the trust to HMRC.





- 9.1.7. There is an in-year capital gains tax (CGT) reporting and payment requirement for disposals of UK residential property and, if the trust is non-UK resident, UK non-residential property and investments in property-rich entities. Where instructed and subject to a separate fee, we will prepare the in-year return for each disposal, calculate the CGT due and submit the return to HMRC.
- 9.1.8. The trustees will be responsible for identifying whether or not the trust needs to be registered on the trust register maintained by HMRC and will deal with all registration requirements. For the purposes of completion of the self-assessment return, the trustees undertake to provide us with confirmation each year that either the registration has been completed or is not required.

#### 9.2. Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS)

- 9.2.2. International Tax Compliance (United States of America) Regulations 2013 require the trust to determine whether it is a Financial Institution (FI) or a passive or active Non-Financial Foreign Entity (NFFE). If the trust is a Financial Institution, it must register with the US Internal Revenue Service (IRS) and file annual returns with HMRC.
- 9.2.3. Similar arrangements have or will come into force with more than 90 other countries. This is, or will be, based on Common Reporting Standards (CRS).
- 9.2.4. You will be solely responsible for compliance with the International Tax Compliance (United States of America) Regulations 2013 as a result of the USA Foreign Account Tax Compliance Act (FATCA).
- 9.2.5. You will be responsible for compliance with these regulations and any obligations arising from the Common Reporting Standards, including the initial categorisation, registration of the trust with the IRS (or other applicable authority) and the filing of annual returns with HMRC.

#### 9.3. Excluded, ad hoc and advisory work

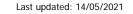
- 9.3.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) advising you of the occasions of charge to inheritance tax, the basis of the charge and when the tax liability is due for payment;
  - b) advising on ad hoc transactions (for example the sale of assets held by the trust or estate);
  - c) preparing inheritance tax returns;
  - d) dealing with any enquiry opened into the trust's or estate's tax returns by HMRC; and
  - e) dealing with any enquiries and/or assessments raised by HMRC in relation to inheritance tax.
- 9.3.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

# 9.4. Your responsibilities

- 9.4.2. As trustees or executors, you have legal responsibility for:
  - a) ensuring that the trust's or estate's tax returns are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest.

- 9.4.3. Legal responsibility for approval of the return cannot be delegated to others. As Trustees or Executors, you agree to check that returns that we have prepared are correct and complete before approving them.
- 9.4.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 9.4.5. To enable us to carry out our work, you agree:
  - a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
  - b) to provide all information necessary for dealing with the trust's or estate's taxation affairs; we will rely on the information being true, correct and complete and will not audit the information;
  - c) to advise us of distributions made within 30 days of such an event;
  - d) to provide full details of all UK residential property disposals including associated costs/ valuations prior to disposal. Where you consider that you will be non-UK resident in the tax year of disposal, full details of all UK property disposals, including disposals of shares in property rich companies, must be advised prior to exchange of contracts on any property disposal. If information is received after this, we cannot guarantee that we can provide advice on the amount of capital gains tax due or submit an in-year return within 30 days of the completion of the disposal;
  - e) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with the trust's or estate's taxation affairs;
  - f) to provide us with information in sufficient time for the trust's or estate's self-assessment tax returns to be completed and submitted by the due date (usually 31st January) following the end of the tax year; to do this, we need to receive all relevant information by 30th September.





- 9.4.6. We accept no liability for penalties and/or interest charged on late self-assessment tax returns or late payments of self-assessment tax, if information is provided to us after 1<sup>st</sup> January.
- 9.4.7. You are reminded that, under the Trustee Act 2000, it is your responsibility to regularly review the trust investments and to have a clear investment policy.

# J. PARTNERSHIP TAX RETURNS

#### 10. Responsibilities and scope for partnership tax return services

#### 10.1. Recurring compliance work

- 10.1.2. We will prepare the partnership self-assessment tax returns and the annual partnership statements, together with any supplementary pages required, from the information and explanations that the partnership provides to us. After obtaining your evidenced approval, we will submit these to HM Revenue & Customs (HMRC).
- 10.1.3. We will prepare the partnership business accounts in accordance with generally accepted accounting practice from the books, accounting records and other information and explanations provided to us by you and/or by others on your behalf.
- 10.1.4. We will prepare the income and capital gains computations based on the partnership's business accounts for inclusion in the partnership tax return.
- 10.1.5. If instructed by you, we will advise you as partners on possible partnership tax-return-related claims and elections arising from information supplied by the partnership in the form and manner required by HMRC.
- 10.1.6. If instructed, we will provide each partner or their agent with details of the partner's allocations from the return based on the partnership statement to enable partners to fill in their self-assessment tax returns.
- 10.1.7. The work carried out within this engagement will be in respect of the partnership's tax affairs. Any work to be carried out for the individual partners (for example submitting their own tax returns or making related claims and elections) will be set out in a separate letter schedule.

#### 10.2. Excluded, ad hoc and advisory work

- 10.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) advising on ad hoc transactions (for example the sale or purchase of assets);
  - b) advising on preparing accounts on the cash basis and helping you to make the requisite election;
  - c) dealing with any enquiry opened into the partnership tax return by HMRC; and
  - d) preparing any amended returns which may be required and corresponding with HMRC as necessary.
- 10.2.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

## 10.3. Your responsibilities

- 10.3.2. The partners are legally responsible for:
  - a) ensuring that the partnership self-assessment tax returns are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest.

- 10.3.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check that returns and partnership statements that we have prepared for the partnership are correct and complete before approving them.
- 10.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 10.3.5. To enable us to carry out our work, you agree:
  - a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions:
  - b) to provide all information necessary for dealing with the partnership affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - to authorise us to approach such third parties as may be appropriate, for information that we consider necessary
    to deal with the partnership affairs; and
  - d) to provide us with information in sufficient time for the partnership tax returns to be completed and submitted by the due date (usually 31<sup>st</sup> January) following the end of the tax year; to do this, we need to receive all relevant information by 30<sup>th</sup> September.
- 10.3.6. We accept no liability for penalties and/or interest charged on late partnership tax returns, if information is provided to us after 1<sup>st</sup> January.

Last updated: 14/05/2021



10.3.7. You will keep us informed of material changes in circumstances that could affect the tax liabilities of the partners including, by way of example, changes in the partners in the partnership and profit shares. If you are unsure whether the change is material, please tell us so that we can assess its significance.

# K. LIMITED LIABILITY PARTNERSHIPS (LLP) TAX RETURN

#### 11. Responsibilities and scope for limited liability partnerships (LLP) tax return services

#### 11.1. Recurring compliance work

- 11.1.2. We will prepare the LLP self-assessment tax return which includes the annual partnership statements, together with any supplementary pages required, from the information and explanations that the LLP provides to us. After obtaining your evidenced approval, we will submit these to HM Revenue & Customs (HMRC).
- 11.1.3. We will prepare the LLP's business accounts in accordance with generally accepted accounting practice, which may be FRS 102, FRS102 Section 1A or FRS 105, from the books, accounting records and other information and explanations provided to us by you and/or by others on your behalf.
- 11.1.4. We will prepare the income and capital gains computations based on the LLP's business accounts for inclusion in the partnership tax return.
- 11.1.5. If instructed by you, we will advise you as members of the LLP on possible partnership-tax-return-related claims and elections arising from information supplied by the LLP in the form and manner required by HMRC.
- 11.1.6. If instructed, we will provide each member or their agent with details of the member's allocations from the return based on the partnership statement to enable members to fill in their self-assessment tax returns.
- 11.1.7. The work carried out within this engagement will be in respect of the LLP's tax affairs. Any work to be carried out for the individual members (for example submitting their own tax returns or making related claims and elections) will be set out in a separate schedule.

# 11.2. Excluded, ad hoc and advisory work

- 11.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) Advising on ad hoc transactions (for example the sale or purchase of assets);
  - b) dealing with any enquiry opened into the partnership tax return by HMRC; and
  - c) preparing any amended returns which may be required and corresponding with HMRC as necessary.

#### 11.3. Your responsibilities

- 11.3.2. The members are legally responsible for:
  - a) ensuring that the partnership self-assessment tax returns are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest.

- 11.3.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check that returns that we have prepared for the LLP are correct and complete before approving them.
- 11.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 11.3.5. To enable us to carry out our work, you agree:
  - a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions:
  - b) to provide all information necessary for dealing with the LLP's affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - c) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with the LLP's affairs; and
  - d) to provide us with information in sufficient time for the LLP tax return to be completed and submitted by the due date (usually 31<sup>st</sup> January) following the end of the tax year; to do this, we need to receive all relevant information by 30<sup>th</sup> September.
- 11.3.6. We accept no liability for penalties and/or interest charged on late partnership tax, if information is provided to us after 1st January.
- 11.3.7. You will keep us informed of material changes in circumstances that could affect the tax liabilities of the partners including, by way of example, changes in the partners in the partnership and profit shares. If you are unsure whether the change is material, please tell us so that we can assess its significance.



#### L. CORPORATION TAX

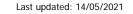
#### 12. Responsibilities and scope for corporation tax services

# 12.1. Recurring compliance work

- 12.1.2. For the purpose of the delivery of the company's tax return, we will use commercial software to apply XBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts in iXBRL via the Government Gateway for tax purposes.
- 12.1.3. We will, to the extent we consider necessary, manually amend or apply tags if the software has not applied automatic tagging or if we consider any automatic tagging to have been inappropriate.
- 12.1.4. If requested, we will provide you with detailed information about the tagging applied for your approval.
- 12.1.5. We will prepare the company's corporate tax self-assessment (CTSA) return. After obtaining your evidenced approval and signature, we will submit it to HM Revenue & Customs (HMRC). We shall not accept liability for any financial penalty or loss or other damage arising from any rejection of the iXBRL return by HMRC or otherwise as a result of incorrect or inappropriate tagging, where we have submitted it based on the information provided by you. If we do not have sufficient information we will apply our judgement and shall not accept liability.
- 12.1.6. We will prepare the corporation tax computation and supporting schedules required for preparation of the company tax return from accounts, information and explanations provided to us on your behalf.
- 12.1.7. We will tell you how much tax the company should pay and when. Where appropriate, we will initiate repayment claims when tax has been overpaid. We will advise on the interest and penalty implications if corporation tax is paid late.
- 12.1.8. If required, we will inform you if instalment payments of corporation tax are due for an accounting period, and the dates they are payable. By the date agreed, we will calculate the quarterly instalments which should be made on the basis of information supplied by you.
- 12.1.9. We will advise you on possible tax-return-related claims and elections arising from information supplied by you. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.
- 12.1.10. The work carried out within this engagement will be in respect of the company's tax affairs. Any work to be carried out for the directors on a personal basis will be set out in a separate schedule.

## 12.2. Excluded, ad hoc and advisory work

- 12.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) Advising you on adhoc transactions (for example the sale or purchase of assets);
  - b) advising you when corporation tax is due on loans by the company to directors or shareholders or their associates, and calculating the payments due or the amount repayable when the loans are repaid;
  - advising you on and preparing enhanced expenditure claims and reliefs, including those relating to research and development;
  - d) advising you on, and preparing analyses of, expenditure and detailed capital allowance claims for renovation of buildings:
  - e) dealing with any enquiry opened into the company's tax return by HMRC; and
  - f) preparing any amended returns which may be required, calculating any related tax liabilities and corresponding with HMRC as necessary.
- 12.2.3. If you are a personal service company, or where where you are engaging with a personal service company. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:
  - a) helping you determine deemed employment status under IR35 rules for work undertaken for clients by the company (subject to 12.2.4 below)
  - where deemed employment status under the IR35 rules applies to work undertaken for clients by the company, calculating the deemed employment payment where deemed employment status under the IR35 rules applies to work undertaken for clients by the company and accounting through payroll to HMRC for the tax and NIC etc;
  - where the off-payroll working rules apply and your company pays deemed employees' personal service companies, accounting via payroll for tax and NIC etc on the payments;
  - d) where you have contractors working for you via their own personal service companies, helping you to determine whether you are "small" under the off-payroll working rules and, if you are large or medium sized, helping you to determine the deemed employment status of those contractors (subject to section 12.2.4 below) and assist you in preparing employment status determination statements to give to labour supply agencies and those contractors.
- 12.2.4. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.





- 12.3.2. Even though you are engaging us to help you meet your corporation tax obligations, the directors on behalf of the company are legally responsible for:
  - ensuring that the CTSA return (including XBRL tags and iXBRL file) and any other returns submitted are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest.

- 12.3.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check that returns that we have prepared for the company are correct and complete before approving them.
- 12.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 12.3.5. To enable us to carry out our work, you agree:
  - a) to provide us with approved accounts for the company;
  - that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
  - to provide full information necessary for dealing with the company's affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - d) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with the company's affairs;
  - e) to provide us by no later than 7 months after your accounting period end date(s) with information in sufficient time for the company's CTSA return to be completed and submitted by the due date following the end of the accounting period date(s);
  - f) to provide information on matters affecting the company's tax liability for the accounting period in respect of which instalments are due at least four weeks before the due date of each instalment; this information should include details of trading profits and other taxable activities up to the date the information is provided, together with estimates to the end of the accounting period; and
  - to provide us with information on advances or loans made to directors, shareholders or their associates during an accounting period and any repayments made or write-offs authorised within three months of the end of the relevant accounting period.
- 12.3.6. We accept no liability for penalties and/or interest charges from HMRC where Corporation tax payments are made late, or tax returns are submitted late, where the complete accounting records are provided to us less than two months before the Companies House filing deadline.
- 12.3.7. You will keep us informed of material changes in circumstances that could affect the tax liabilities of the company. If the directors are unsure whether the change is material, please tell us so that we can assess its significance.

## 12.4. Groups and consortia

- 12.4.2. In relation to groups and consortia of which your company is a member, and in respect of which you have instructed us to act, if instructed, we will provide the following additional services:
  - a) we will advise on the tax treatment of intra-group payments of dividends, interest and royalties and similar liabilities; and
  - b) in respect of dividends, interest, and royalties received, we will advise on the applicability of the relevant doubletax treaty to the withholding tax rate, and assist with obtaining a UK certificate of tax residence. For dividends, if relevant, we will make any necessary election to tax the dividends in the UK in order to obtain treaty relief.
- 12.4.3. We will deal with all communications relating to elections addressed to us by HMRC.
- 12.4.4. If instructed, in respect of claims for group and consortium relief:
  - a) we will advise as required on claims for group and consortium relief and the interaction with other reliefs;
  - b) we will prepare and submit to HMRC appropriate claims;
  - we will adjust corporation tax computations and returns to reflect the surrender and receipt of group and consortium reliefs;
  - d) we will prepare and submit to HMRC necessary documentation regarding the allocation of losses via group relief and the annual loss allowance
  - e) we will advise on arrangements for the payment of tax and the surrender and set-off of tax refunds within the group; and
  - f) we will advise on claiming eligible unrelieved foreign tax (EUFT) or the surrender of any amount of EUFT.
- 12.4.5. If instructed, in respect of intragroup payments of interest:
  - a) we will advise on withholding tax obligations;
  - b) for cross-border payments we will prepare and submit to HMRC applications to account for no or a reduced amount of withholding tax under the EU Interest and Royalty directive and double-tax treaties, as applicable;
  - c) where withholding tax is due, we will complete form CT61 and advise on payment; and
  - d) we will adjust corporation tax computations and returns to reflect interest payments and associated withholding tax, if any.





- 12.4.6. If instructed, in respect of intragroup payments of royalties and similar liabilities:
  - a) we will advise on withholding tax obligations;
  - b) where withholding tax is due, we will complete form CT61 and advise on payment;
  - c) we will adjust corporation tax computations and returns to reflect royalty and similar payments and associated withholding tax, if any, and make such additional disclosures in form CT600-H as are appropriate.

#### 12.5. Your responsibilities

- 12.5.2. If a parent company is required to prepare both individual and group accounts and it is required to file both of these as part of its online company tax return, you accept full responsibility for the existence, accuracy, consistency and completeness of XBRL tagging within the accounts and to file the individual accounts as an iXBRL document with the relevant XBRL tags embedded. We can provide a copy of this before filing upon your request.
- 12.5.3. Where applicable, we will need to be authorised to contact other group member accountants to ensure that all necessary information and explanations are available. It is the responsibility of the parent company directors to ensure that such information and explanations are correct and complete.

#### M. DIRECTORS' PAYROLL SERVICE

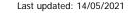
#### 13. RESPONSIBILITIES AND SCOPE FOR PAYROLL SERVICES

#### 13.1. Recurring compliance work

- 13.1.2. We will prepare your UK payroll for directors and those receiving pay up to the primary threshold for national insurance contributions to meet UK employment tax requirements, specifically:
  - Agreeing with you at the start of the tax year, the annual salaries to be processed for the year from 6<sup>th</sup> April to 5<sup>th</sup> April:
  - calculating the pay as you earn (PAYE) income tax deductions, including at the Scottish and Welsh rate of income tax, if applicable;
  - c) calculating the employees' national insurance contributions (NIC) deductions;
  - d) calculating the employer's NIC liabilities; and
  - e) submitting information online to HMRC under Real Time Information (RTI) for PAYE;
- 13.1.3. We will submit Full Payment Submissions (FPS) online to HMRC, based on the salaries agreed above.
- 13.1.4. For each payment we will prepare and submit to HMRC an Employer Payment Summary (EPS) based on the salaries agreed above by the 19th of the month following the tax month to which they relate.
- 13.1.5. At the end of the tax year we will:
  - a) prepare the final FPS (or EPS) and submit this to HMRC. The due date for submitting final FPS is on or before the last contractual payday of the tax year, failing which, the final EPS for the year must reach HMRC by 19 April following the end of the tax year; and
  - b) prepare and retain the P60's on our file, which can be provided to you upon request;
- 13.1.6. We will deal with any online secure messages sent to us by HMRC in respect of your payroll, for example, code number notifications, student loan repayment notices, and generic notification notices.
- 13.1.7. Any enquiries from individual employees regarding their pay or other payroll details will be referred back to.

## 13.2. Excluded, ad hoc and advisory work

- 13.2.2. The scope of our services provided to you will be only as set out above, and for any other payroll services we will refer you to A4G Payroll LLP who can undertake a separate engagement with you and this will be for a separate fee. Examples of such work that you may wish to instruct A4G Payroll LLP to undertake include:
  - a) preparing weekly or monthly payroll and providing payslips;
  - b) assistance with taking on new employees;
  - c) calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;
  - d) setting up and administering workplace pension schemes, including referring you to appropriate specialists where necessary;
  - e) calculating employee and employer pension contributions for employees who are members of workplace pension schemes (including those who are auto-enrolled) on the basis of the information that you provide to us;
  - f) processing any employee and employer pension contribution refunds through the payroll on the basis of the information that you provide to us;
  - g) calculating other statutory and non-statutory deductions including employment allowance, apprenticeship levy;
  - h) agreeing with you which employer-provided benefits-in-kind will be processed through the payroll and for which employees, processing through the payroll cash equivalent notional amounts on employee benefits-in-kind, notifying HMRC of in-year changes;
  - i) dealing with any compliance check or enquiry by HMRC into the payroll data submitted and corresponding with HMRC as necessary;
  - j) preparing and submitting any amended returns or data for previous tax years;





- k) assisting you in the operation of the Construction Industry Scheme (CIS) for subcontractors;
- conducting PAYE, and benefits and expenses health checks;
- m) helping you to allocate apprenticeship levy allowance across your different PAYE schemes/group companies/connected charities; and
- n) advising on ad hoc transactions, for example, termination payments to employees.
- 13.2.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

# 13.3. Your responsibilities

- 13.3.2. Even though you are engaging us to help you meet your payroll obligations, you are legally responsible for:
  - a) ensuring that the data in your payroll submissions is correct and complete;
  - b) complying with auto-enrolment obligations;
  - c) making any submissions by the due date; and
  - d) paying tax and NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

- 13.3.3. Employers cannot delegate these legal responsibilities to others.
- 13.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 13.3.5. To enable us to carry out our work, you agree:
  - a) that all information required to be delivered online is submitted on the basis of full disclosure;
  - b) to provide full information necessary for dealing with your payroll affairs and workplace pension scheme contributions and refunds; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates
    of pay and other information relevant to the services provided under this schedule; we will process the changes
    only if notified by that/those individual(s);
  - d) to keep us informed of changes in circumstances that could affect the payroll; if you are unsure whether a change is material, please tell us so we can assess its significance; and
  - to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your payroll;
- 13.3.6. If you require us to make a correction after the FPS or EPS has been submitted, you will let us know as soon as possible and, ideally, before the next payroll run. This will be subject to a separate fee which will be charged to you at our hourly rates and be payable in accordance with our terms of business.

# N. BENEFITS-IN-KIND RETURNS

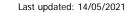
# 14. Responsibilities and scope for benefits-in-kind return services

#### 14.1. Recurring compliance work

- 14.1.2. We will prepare forms P11D as may be required for each employee including directors based on the accounts, information and explanations provided to us on your behalf.
- 14.1.3. We will prepare form P11D(b) to include the Class 1A NIC on benefits-in-kind and expenses, both on forms P11D and included in payroll.
- 14.1.4. We will submit the forms P11D for any benefits/employees for whom benefits are provided but not payrolled with the form P11D(b) after the form P11D(b) has been approved by you.
- 14.1.5. We will prepare and send to you the P11D information for you to forward to your employees and directors by the statutory due date of 6 July following the end of the tax year.
- 14.1.6. We will calculate your Class 1A NIC liability on the benefits and expenses both returned in forms P11D and included in payroll that you are obliged to pay HMRC by the due date and send payment instructions to you.

## 14.2. Excluded, ad hoc and advisory work

- 14.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) assisting you with calculating the values for tax and NIC of benefits-in-kind provided to employees, including when
    provided by way of salary sacrifice and other optional remuneration arrangements;
  - b) dealing with any compliance check or enquiry by HMRC into the benefits-in-kind returns submitted;
  - c) preparing any amended returns which may be required and corresponding with HMRC as necessary;
  - d) advising on PAYE settlement agreements and/or approved expenses scale rates; and
  - e) conducting PAYE and benefits and expenses health checks.





14.2.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

#### 14.3. Your responsibilities

- 14.3.2. Even though you are engaging us to help you meet your end-of-year benefits-in-kind return obligations, you are legally responsible for:
  - ensuring that your declaration on form P11D(b) is true to the best of your knowledge and belief and therefore that
    the entries on the related forms P11D and amounts of benefits-in-kind and expenses in the payroll are correct and
    complete:
  - b) filing any returns by the due date after the end of the tax year; and
  - c) making payment of Class 1A NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

- 14.3.3. The approver of the return cannot delegate this legal responsibility to others. The approver agrees to check that the forms that we have prepared for you are correct and complete before approving them.
- 14.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 14.3.5. To enable us to carry out our work, you agree:
  - a) that all returns are to be made on the basis of full disclosure;
  - to provide full information necessary for dealing with your benefits-in-kind; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - to notify us 6<sup>th</sup> June after the end of the tax year of all transactions or events which may need to be reflected in the forms P11D for the period, including details of all employees during the year and details of their remuneration packages;
  - d) to authorise us to approach such third parties as may be appropriate that we consider necessary to deal with completing the benefits-in-kind returns; and
  - e) to approve the return by 30<sup>th</sup> June so they can be submitted on or before the filing deadline of 6<sup>th</sup> July after the end of the tax year.

If we do not hear from you by the above deadline, subject to any other agreement between us, we will take your silence as your approval for us to submit the returns.

14.3.6. If the information required to complete the benefits-in-kind returns set out above is received later than 6<sup>th</sup> June after the end of the tax year, we will still endeavour to process the information onto the benefits-in-kind returns to meet the submission date but we will not be liable for any costs or other losses arising if submission is late. In such circumstances, we may charge a minimum additional fee.

## O. UK VAT RETURNS

# 15. Responsibilities and scope for vat return services

# 15.1. Recurring compliance work

- 15.1.2. We will prepare/review your monthly/quarterly/annual UK VAT return/EC Sales Lists/mini one-stop shop (MOSS) returns on the basis of the information and explanations supplied by you, as set out in the engagement proposal or subsequent letters/emails.
- 15.1.3. Based on the information you provide to us, we will tell you how much VAT you should pay and when. Where appropriate, we will initiate repayment claims if tax has been overpaid. We will advise on the interest and penalty implications if UK VAT is paid late.
- 15.1.4. Where appropriate we will include import VAT from any digital import certificates (postponed VAT accounting) and/or C79s we receive from you.
- 15.1.5. Where appropriate, we will calculate the partial exemption annual adjustment. This annual adjustment will normally be made in the quarter as set out in the engagement proposal or subsequent letters/emails.
- 15.1.6. Where appropriate, we will calculate the annual Capital Goods Scheme adjustment. The adjustment will normally be made in the quarter as set out in the engagement proposal or subsequent letters/emails.
- 15.1.7. We will forward to you the completed return calculations for you to review, before you approve the UK VAT return for onward transmission by you/us to HMRC, as agreed.

## 15.2. Ad hoc and advisory services

- 15.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) reconciling VAT outputs with turnover;





- b) advising on ad hoc transactions;
- c) reviewing and advising on a suitable partial exemption method to use in preparing the return;
- d) dealing with all communications relating to your UK VAT returns, Intrastat arrival returns until 31st December 2021, non-union MOSS scheme returns addressed to us by HMRC or passed to us by you;
- e) processing import and export declarations including deferred import entries that require postponed VAT
  accounting (at present we assume that these will be handled by you or your customs agent)
- making recommendations to you about the use of cash accounting, annual accounting, flat-rate and other suitable methods of accounting for VAT;
- g) making recommendations to you about the use of MOSS (mini one-stop shop) if you supply digital services to consumers in the EU:
- h) making recommendations to you about the use of the VAT One Stop Shop (OSS) non-union scheme and/or the VAT Import One Stop Shop (IOSS) with effect from 1 July 2021 if you supply relevant services or goods to consumers in the EU:
- i) advice on the VAT liability for consumers outside the UK;
- j) providing you with advice on VAT, Excise Duty, Customs Duty, Landfill Tax, Insurance Premium Tax, Aggregates Levy, Climate Change Levy; and
- k) advising on time to pay arrangements or deferral of payment
- 15.2.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

#### 15.3. Your responsibilities

- 15.3.2. You are legally responsible for:
  - a) ensuring that your returns are correct and complete;
  - b) filing any returns by the due date; and
  - c) paying VAT on time.

Failure to do any of these may lead to penalties, surcharges and/or interest.

- 15.3.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check the returns that we have prepared for you are correct and complete before approving them.
- 15.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 15.3.5. To enable us to carry out our work, you agree:
  - a) that all returns are to be made on the basis of full disclosure;
  - that you are responsible for ensuring that the information provided is, to the best of your knowledge, accurate and complete; our work is completed solely on the basis of the information provided by you and we accept no responsibility for any VAT liabilities arising due to inaccuracies or omissions in the information that you provide which may lead to a misdeclaration on which penalties and interest may arise;
  - c) to authorise us to approach such third parties as may be appropriate, for information we consider necessary to deal with the returns;
  - to provide us with all the records relevant to the preparation of your returns as soon as possible after the return period ends; we would ordinarily need a minimum of 10 working days before submission to complete our work. If the records are provided later or are incomplete or unclear, thereby delaying our work and submission of the return, we accept no responsibility for any 'default surcharge' penalty that may arise; if feasible, we may agree to complete our work within a shorter period but may charge a minimum additional fee for so doing; and
  - e) to inform us that you have made the tax payment based on your calculated return.
- 15.3.6. You will keep us informed of material changes in circumstances that could affect your VAT obligations. If you are unsure whether the change is material or not please tell us so that we can assess its significance.
- 15.3.7. If you are voluntarily registered for VAT we will discuss with you to decide whether it is appropriate for you to enter Making Tax Digital for VAT. Even if you decide to remain outside of Making Tax Digital for VAT, you are still responsible for monitoring your taxable turnover. When your taxable turnover exceeds the VAT registration threshold you will have to start to comply with Making Tax Digital for VAT.
- 15.3.8. You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of all communications issued to you.
- 15.3.9. You are responsible for bringing to our attention any errors, omissions or inaccuracies in your VAT returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.
- 15.3.10. If an error committed by HMRC means that you have not paid the tax due or have been incorrectly repaid tax, the time spent dealing with the error will be invoiced to you in accordance with our terms of businesses. However, please note that in some circumstances you may be able to claim for professional costs incurred and compensation from HMRC. Further details can be found at https://www.gov.uk/complain-about-hmrc

Last updated: 14/05/2021



- 15.3.11. If you provide digital services to consumers in the EU, you are responsible either for registering for VAT in that Member State, or for registering for the OSS non-union scheme in a Member State.
- 15.3.12. With effect from 1st July 2021, if you provide relevant services or goods to consumers in the EU you are responsible for either registering for VAT in that Member State or registering for the OSS and/or IOSS non-union scheme in a Member State

# P. UK VAT RETURNS (MAKING TAX DIGITAL (MTD) FOR VAT)

#### 16. Responsibilities and scope for vat return services

## 16.1. Initial registration

- 16.1.2. You will complete HMRC's sign up process to enable submission of your VAT return under Making Tax Digital unless it is agreed in writing that we will complete this on your behalf.
- 16.1.3. Where it is agreed in writing that we are submitting the MTD VAT returns, if you haven't already done so you will need to authorise us as an agent on the HMRC portal using your Business Tax Account. This is completed online and you will need your government gateway ID. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.

## 16.2. Recurring compliance work

- 16.2.2. Where we prepare the MTD VAT return:
  - 16.2.2.1. We will prepare your monthly/quarterly/annual UK MTD VAT returns on the basis of the information and explanations supplied by you, as set out in the engagement proposal or subsequent emails/letters.
  - 16.2.2.2. Unless agreed in writing, we will not check the digital accounting records which you keep to meet the requirements of MTD for VAT and which you provide to us for preparation of the MTD for VAT returns. You may be required to provide us with your data digitally and we will tell you if/ when that is the case. If your software is incompatible with ours we will agree with you an appropriate solution which might include the use of alternative third party functionally compatible software and/or a spreadsheet(s) which satisfy the statutory requirement for digital linkage. Where your digital records are incompatible with our software we may require an additional fee. You must also provide us with confirmation that your digital records are complete and accurate.
  - 16.2.2.3. Based on the information you provide to us, we will tell you how much VAT you should pay and when. Where appropriate, we will initiate repayment claims if tax has been overpaid. We will advise on the interest and penalty implications if UK VAT is paid late.
  - 16.2.2.4. Where appropriate, we will include import VAT from any digital import certificates (postponed VAT accounting) and/or C79s we receive from you.
  - 16.2.2.5. Where appropriate, we will calculate the partial exemption annual adjustment. This annual adjustment will normally be made in the quarter as set out in the engagement proposal or subsequent letters/emails.
  - 16.2.2.6. Where appropriate, we will calculate the annual Capital Goods Scheme adjustment. The adjustment will normally be made in the quarter as set out in the engagement proposal or subsequent letters/emails.
  - 16.2.2.7. We are not responsible for considering or applying for any of the exemptions from MTD for VAT. However, if you feel that you are eligible for exemption, please let us know. We are happy to discuss this and may correspond to HMRC on your behalf if needed, or we can guide you on whom you should contact for this. This may be subject to an additional fee.
  - 16.2.2.8. We will advise you of any relaxations applicable in relation to the digital records of supplies made and received. Where the requirements are impossible, impractical or unduly onerous we will seek to reach agreement with HMRC on specific relaxation. This may be subject to an additional fee.
  - 16.2.2.9. We will submit the MTD for VAT return data online to HMRC on the basis of the data provided by you or as per any other arrangements set out in the engagement proposal or other written agreement.
  - 16.2.2.10. We will agree with you any supplementary information to be submitted on a voluntary basis with the MTD for VAT returns prior to submission.
- 16.2.3. Reviewing MTD VAT returns (As part of preparation of the return or as a standalone service):
  - 16.2.3.1. We will review your monthly/quarterly/annual UK MTD VAT returns on the basis of the information and explanations supplied by you, as set out in the engagement proposal or subsequent emails/letters.
  - 16.2.3.2. Where errors or issues are found we will communicate this to you in order for a decision to be made as to how to remedy the items found. Where A4G do not prepare the underlying return, it is your responsibility to address any errors found





- 16.2.3.3. We cannot guarantee to find all errors within the underlying records but will take all reasonable steps to ensure the quality of the submission intended for HMRC and therefore accept no responsibility for the resulting submission. Where A4G are not preparing the underlying bookkeeping, we will not review the underlying trial balance unless agreed in writing.
- 16.2.3.4. Where you are invoice (accruals) accounting for income tax, we will perform an annual reconciliation of VAT outputs to turnover.
- 16.2.3.5. Ad hoc queries by way of telephone and email enquiries are not routine compliance and may result in additional fees. As indicated below, where appropriate we will aim to discuss and agree additional fees, but it may not always be possible to agree these in advance and we reserve the right to charge you an additional fee for these queries.

#### 16.3. Ad hoc and advisory services

- 16.3.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) reconciling VAT outputs with turnover;
  - b) advising on ad hoc transactions;
  - c) reviewing and advising on a suitable partial exemption method to use in preparing the return;
  - d) dealing with all communications relating to your MTD for VAT returns, Intrastat arrival returns until 31st December 2021, non-union MOSS scheme returns addressed to us by HMRC or passed to us by you;
  - processing import and export declarations including deferred import entries that require postponed VAT accounting (at present we assume that these will be handled by you or your customs agent);
  - f) making recommendations to you about the use of cash accounting, annual accounting, flat-rate and other suitable methods of accounting for VAT;
  - g) making recommendations to you about the use of the non-union VAT MOSS (mini one-stop shop) if you supply digital services to consumers in the EU;
  - h) making recommendations to you about the use of the VAT One Stop Shop (OSS) non-union scheme and/or the VAT Import One Stop Shop (IOSS) with effect from 1<sup>st</sup> July 2021 if you supply relevant services or goods to consumers in the EU;
  - i) advice on the VAT liability for consumers outside the UK;
  - j) providing you with advice on VAT, Excise Duty, Customs Duty, Landfill Tax, Insurance Premium Tax, Aggregates Levy, Climate Change Levy;
  - k) work required to rectify the position where your software is incompatible with our software;
  - reviewing your record keeping processes and providing advice on potential improvements to enable compliance with the MTD for VAT requirements, including digital links for the transfer of data between different software; and
  - m) Correspondence with HMRC in any interim period relating to the MTD VAT submissions.

Where the advice is provided in writing, the information provided and the query raised will be set out with our response to you.

16.3.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

#### 16.4. Your responsibilities

- 16.4.2. You are legally responsible for:
  - a) Providing appropriate data to us in a timely or pre-agreed schedule, no later than 10 days before the deadline for submission of the return;
  - b) Answering reasonable queries relating to the data for the return in a timely manner;
  - c) ensuring that your returns are correct and complete and in an appropriate digital format and capture the appropriate level of data;
  - d) ensuring your record keeping is compliant with the new requirements for the digital recording and transfer of data;
  - e) filing any returns by the due date or providing approval to file to A4G in a timely manner to enable filing of the return (where we file the return on your behalf); and
  - f) paying VAT liabilities on time

Failure to do any of these may lead to penalties, surcharges and/or interest for which A4G is not liable.

- 16.4.3. Legal responsibility for approval of the return cannot be delegated to others. You agree to check the returns that we have prepared or reviewed for you are correct and complete before approving and submitting them.
- 16.4.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed or reviewed by us, than if you had confirmed your approval of the returns.
- 16.4.5. If we have agreed in writing that we are keeping your digital accounts records, you are responsible for providing us with the following information required for us to prepare the records:
  - Access to your accounting records
  - Sale invoices
  - Purchase invoices, with indication of where they should be allocated, where needed
  - Bank statements
  - Details of bank, debit card, credit card and cash payments, with indication of where they should be allocated, where needed





- Details of money paid in to the bank and cash receipts, with indication of where they should be allocated, where needed
- Stock and work-in-progress details

We have also agreed that you will provide the following:

- A record of the amounts owed to the business
- A record of amounts owed by the business
- A list of accruals
- · A list of prepayments
- Private use adjustments

## 16.4.6. To enable us to carry out our work, you agree:

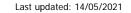
- a) that all returns are to be made on the basis of full disclosure;
- that you are responsible for ensuring that the information provided is, to the best of your knowledge, accurate and complete and that all digital links are in the manner prescribed; the returns are prepared/reviewed solely on the basis of the information provided by you and we accept no responsibility for any liabilities arising due to inaccuracies, omissions or breakdowns in digital links concerning the information that you provide which may lead to a misdeclaration on which penalties and interest may arise;
- to authorise us to approach such third parties, as may be appropriate, for information we consider necessary to deal with the returns;
- d) to provide us with all the records relevant to the preparation of your returns as soon as possible after the return period ends; we would ordinarily need a minimum of 10 working days before submission to complete our work. If the records are provided later or are incomplete or unclear, thereby delaying the preparation/review and submission of the return, we accept no responsibility for any 'default surcharge' penalty that may arise; if feasible, we may agree to complete your return within a shorter period but may charge a minimum additional fee for so doing. (EC Sales Lists (21 days) and MOSS returns (20 days) have tighter submission deadlines than the normal UK VAT returns.); and
- e) to inform us that you have made the tax payment based on your calculated return
- 16.4.7. You will keep us informed of material changes in circumstances that could affect your VAT obligations. If you are unsure whether the change is material or not please tell us so that we can assess its significance.
- 16.4.8. You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC has the authority to communicate with us when form 64-8 or online authorisation has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC is not obliged to send us copies of all communications issued to you.
- 16.4.9. You are responsible for bringing to our attention any errors, omissions or inaccuracies in your VAT returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.
- 16.4.10. If an error committed by HMRC means that you have not paid the tax due or have been incorrectly repaid tax, the time spent dealing with the error will be invoiced to you in accordance with our terms of businesses. However, please note that in some circumstances you may be able to claim for professional costs incurred and compensation from HMRC. Further details can be found at <a href="https://www.gov.uk/complain-about-hmrc">https://www.gov.uk/complain-about-hmrc</a>
- 16.4.11. If you are involved with any other business which is not registered for VAT, you are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT. If you do not understand what you need to do, please ask us. If you exceed the UK VAT registration threshold, and you wish us to assist you in notifying HMRC of your liability to be VAT registered, you must give us clear instructions to assist you in the VAT registration process. You should notify us of your instructions in good time to enable the VAT registration application form to be submitted within the statutory time limit of one month following the month in which you exceeded the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result.
- 16.4.12. If you provide digital services to consumers in the EU, you are responsible either for registering for VAT in that Member State, or for registering for the OSS and/or IOSS non-union scheme in a Member State.
- 16.4.13. With effect from 1<sup>st</sup> July 2021, if you provide relevant services or goods to consumers in the EU you are responsible for either registering for VAT in that Member State or registering for the OSS and/or IOSS non-union scheme in a Member State.

#### Q. TAX INVESTIGATIONS

#### 17. Responsibilities and scope for tax investigation services

# 17.1. Ad hoc and advisory services

17.1.2. Upon your written request, we will act on your behalf in the matter of an investigation by HMRC.





- 17.1.3. Where required, we will prepare a report on your behalf giving full disclosure of your tax affairs and, once agreed by you, submit it to HMRC.
- 17.1.4. We will negotiate with HMRC on any question of taxation, interest and penalties. The outcome of some income tax enquiries may be related to, or impact on, claims to tax credits and universal credit. We will not address the tax credits and universal credit issues unless we have explicitly agreed to do so.
- 17.1.5. We must make it clear that if, at any time, we consider that:
  - a) you are not cooperating with us and/or answering our enquiries fully and frankly; or
  - b) you are unwilling to make full disclosure or you refuse to do so;

we will immediately cease to act and inform HMRC of that fact (albeit not the reasons for ceasing to act). In that event, any fees you have already paid will not be reimbursed and you will remain liable for any unbilled costs.

- 17.1.6. If specialist advice is required in connection with the investigation, we may need to seek this from, or refer you to, appropriate specialists.
- 17.1.7. HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.

#### 17.2. Your responsibilities

- 17.2.2. To enable us to carry out our work in relation to the investigation you agree:
  - a) that all information to be given to HMRC in the course of the investigation is to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
  - b) to provide full information necessary for dealing with the investigation;
  - c) to authorise us to communicate with such third parties as may be appropriate, and that we consider necessary to deal with the investigation;
  - to provide information promptly to enable us to deal with the investigation expeditiously and to act in your interests in order to qualify for such reduction as may be appropriate for the cause of the error and the level of disclosure if there are tax liabilities or penalties for earlier years;
  - e) to forward to us on receipt, copies of all HMRC correspondence, statements of account, PAYE coding notices, notices of assessment, letters and other communications received from HMRC as may be relevant to the investigation to enable us to deal with them as may be necessary immediately upon receipt; although HMRC have the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of all communications issued to you:
  - f) to keep us informed about significant changes in your circumstances if they are likely to affect the outcome of the investigation; if you are unsure whether the change is material, please let us know so that we can assess its significance or otherwise; and
  - g) to notify us immediately of any insurance cover you have for enquiries into your tax returns by HMRC.

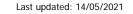
# R. UNPROMPTED TAXATION DISCLOSURES

# 18. Responsibilities and scope for unprompted tax disclosures

# 18.1. Ad hoc and advisory services

- 18.1.2. Upon your written request, we will provide taxation advice to you in respect of a voluntary disclosure to HMRC.
- 18.1.3. Where required, we will prepare a report on your behalf giving full disclosure of your UK taxation affairs and, once it is agreed by you, submit it to HMRC on your behalf. We may also use HMRC's online Digital Disclosure Service to:
  - a) register you for an appropriate disclosure facility after you agree to that approach; and
  - b) submit information to HMRC relating to your disclosure, once it is agreed by you.
- 18.1.4. We will negotiate with HMRC on any issue relating to taxation, interest and penalties with the aim of settling your United Kingdom taxation affairs. The outcome of some income tax disclosures may be related to or impact on claims to tax credits and universal credit. We will not address the tax credits and universal credit issues unless we explicitly agree to do so.
- 18.1.5. We must make it clear that if at any time we consider that:
  - a) you are not cooperating with us and answering our enquiries fully and frankly; or
  - b) you do not fulfil your responsibilities as per 18.2 below; or
  - c) you are unwilling to make full disclosure or you refuse to do so

then we will immediately cease to act and inform HMRC that we no longer act for you. In that event, any fees you have already paid will not be reimbursed and you will remain liable for any unbilled costs.





- 18.1.6. As part of the disclosure, either we (on your behalf) or HMRC may propose alternative dispute resolution to resolve matters. In such cases, we will negotiate on your behalf as part of this process. However, if the mediation is not successful and the case continues, the terms set out in this engagement letter will continue to apply to all work carried out on your behalf following the mediation.
- 18.1.7. We will, if instructed by you on a case-by-case basis:
  - a) make appeals to HMRC against assessments and/or determinations of taxation and/or penalties issued by HMRC during the course of our work. These appeals may include requests for the collection of the amount assessed/determined to be postponed pending full resolution of the enquiry/investigation. We cannot guarantee that HMRC will accept the appeal and/or postponement application;
  - b) request HMRC undertake an internal review of their decision(s) and make representations to the review officer;
  - c) make representations to HMRC on your behalf if HMRC indicates it intends to publish your details (e.g. as a deliberate defaulter).
- 18.1.8. Where specialist advice is required in connection with the voluntary disclosure, we may need to seek this from or refer you to appropriate specialists and/or tax counsel. We will only do this when instructed by you.
- 18.1.9. Where you request us to advise on ancillary matters connected with the disclosure to HMRC, we will confirm your instruction in this regard in writing and, if appropriate, issue to you a separate engagement letter to cover these ancillary matters. Where it is not appropriate to issue a separate engagement letter, we will carry out this additional advice under the terms of this engagement letter (although we reserve the right to charge an additional fee).

# 18.2. Your responsibilities

- 18.2.2. To enable us to carry out our work in relation to the voluntary disclosure you agree:
  - a) that all information and documentation to be given to HMRC in the course of the voluntary disclosure is to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
  - b) to provide full information necessary for dealing with the voluntary disclosure;
  - to authorise us to communicate with such third parties as may be appropriate and that we consider necessary to deal with the voluntary disclosure;
  - d) to provide information promptly to enable us to deal with the voluntary disclosure expeditiously and to act in your interests in order to qualify for such reduction as may be appropriate for the cause of the error and the level of disclosure if there are tax liabilities or penalties for earlier years;
  - to forward to us on receipt copies of all HMRC correspondence, statements of account, PAYE coding notices, notices of assessment, letters and other communications received from HMRC as may be relevant to the voluntary disclosure to enable us to deal with them as may be necessary immediately upon receipt. It is essential that you let us have copies of any correspondence received because HMRC is not obliged to send us copies of all communications issued to you;
  - f) to keep us informed about significant changes in your circumstances if they are likely to affect the outcome of the voluntary disclosure. If you are unsure whether the change is material or not please let us know so that we can assess its significance or otherwise; and
  - g) to notify us immediately of any insurance cover you have for this voluntary disclosure including any queries raised by HMRC following its submission.

To the extent that our advice covers non-UK tax aspects, you must confirm this with an appropriately qualified professional adviser in the relevant territory before any irrevocable action is taken. We would be pleased to liaise with them as appropriate.

#### S. TAX CREDITS

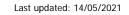
## 19. Responsibilities and scope for tax credit services

# 19.1. Recurring compliance work

- 19.1.2. We will prepare your tax credits annual declaration (TC603D) (and, on request, a tax credits claim form (TC600)) from the information and explanations that you give us. After obtaining your approval and signature, we will submit the completed forms to HMRC.
- 19.1.3. We will check your tax credit award notices (TC602) and annual review (TC603R) using the information you have given us. We will point out any errors or omissions on these documents and agree what action should be taken to inform HMRC.
- 19.1.4. When your tax credit claim ends, we will help you prepare the forms and other paperwork which is expected by HMRC from the information and explanations you give us. After obtaining your approval and signature, we will submit the completed forms to HMRC.

# 19.2. Excluded, ad hoc and advisory work

- 19.2.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) advising you on your eligibility for working tax credit and/or child tax credit based on the information you give us about your household circumstances;





- advising you of any possible claims or reliefs or other planning measures that may have a bearing on your tax credits entitlement including, but not limited to, gift aid, pension contributions, and trading loss reliefs;
- c) explaining to you what you must report to HMRC, including the time limits for doing so, and what it would be in your interests to report to HMRC (but not obligatory for you to do);
- assisting you with any tax credit examinations or enquiries raised by HMRC, or with any other communications with HMRC regarding your entitlement;
- e) advising you on the implications that any changes to your tax credit award might have for other aspects of your tax affairs:
- f) advising you on, and helping you claim, universal credit or other social security benefits; and
- g) in general, when considering your tax affairs, advising you of the tax credit implications of any proposed course of action

# 19.3. Your responsibilities

#### 19.3.2. You are legally responsible for:

- a) ensuring that that all documents and information submitted to HMRC are correct, complete and on time; and
- b) ensuring that HMRC are informed promptly of any changes in your income or circumstances, and of any errors or omissions in any document sent to you by HMRC.

Failure to do any of the above may lead to or exacerbate an overpayment and may, in certain cases, give rise to penalties, and/or interest.

- 19.3.3. Taxpayers who sign their claims, renewal or other forms cannot delegate this legal responsibility to others. You agree to check that documents that we have prepared for you are correct and complete before you approve and sign them.
- 19.3.4. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.
- 19.3.5. Responsibilities in relation to joint tax credit claims are set out below under 'You and your [spouse] [partner]' if applicable.
- 19.3.6. You will be responsible for informing HMRC of any changes in circumstances. Notification is generally mandatory and must be done within 30 days of the change. The changes which must be notified are listed at <a href="https://www.gov.uk/changes-affect-tax-credits">https://www.gov.uk/changes-affect-tax-credits</a> (paper copy available on request).
- 19.3.7. To enable us to carry out our work, you agree:
  - a) that all claims, renewals and other reports are to be made on the basis of full disclosure of your income and circumstances:
  - b) to provide full information necessary for dealing with your affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
  - to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your affairs; and
  - d) to provide us with information in sufficient time for your renewal forms to be completed and submitted by the due date following the end of the tax year; to do this, we need to receive all relevant information two months before the deadline
- 19.3.8. You will keep us informed of material changes in your circumstances that could affect your tax credit entitlement. If you are unsure whether the change is material, please let us know so that we can assess its significance. In particular, it is recommended that a record of working hours is maintained.

# 19.4. You and your spouse or partner

- 19.4.2. A couple must claim tax credits jointly. A 'couple' broadly comprises spouses or civil partners who are not separated, or two people living together as husband and wife or as if they were civil partners.
- 19.4.3. Members of a couple are jointly and severally liable to repay overpaid amounts of tax credit; in other words, HMRC can recover an overpayment from either partner or from both partners in equal or unequal proportions.
- 19.4.4. If we act for you as a couple in respect of a joint claim, we will advise you and your spouse or civil partner or any person(s) with whom you are making a joint claim for tax credits (your 'partner') on the basis that you are a household. You both agree that, in all matters relating to your or your partner's tax and financial affairs, we may deal directly with either of you and we may discuss with either of you the tax liabilities and/or financial affairs of the other, so far as they are relevant to your tax credits entitlement.
- 19.4.5. For us to act for you as a couple in respect of a joint claim, you undertake that all instructions, information or explanations either of you gives us will be on behalf of both of you, unless you specifically tell us otherwise. Similarly, if one of you signs a document, it will be on behalf of you both unless you instruct us to the contrary. If a conflict of interest should arise between you in relation to any matter to do with your joint claim or entitlement, we reserve the right to cease acting for both of you, or to advise one or other of you to obtain independent advice.
- 19.4.6. We will require your partner's agreement to these arrangements and would ask both of you to sign the engagement proposal to confirm your agreement to this schedule.





- 19.4.7. You undertake to tell us if you cease to be a couple because this will terminate the joint claim. You cease to be a couple for tax credits purposes if:
  - a) you were a married couple or civil partners and you have separated under a court order, or in circumstances in which the separation is likely to be permanent; or
  - b) you were living together as husband and wife, or as if you were civil partners, but no longer do so; or
  - one of you has gone overseas for longer than eight weeks (even if you still regard yourselves as living together in the usual sense).
- 19.4.8. HMRC will need to be informed if the joint claim terminates, and we will also need to amend our terms of engagement accordingly. If you are unsure whether you have ceased to be a couple for tax credits purposes, please tell us so that we can assess the situation.

#### T. COMPANY SECRETARIAL

#### 20. Responsibilities and scope for corporation tax services

#### 20.1. Recurring compliance work

- 20.1.1. A private company or LLP is required to file its financial statements at Companies House within nine months of the year end. The company will be liable to a fine if it fails to do so. We accept no responsibility for fines or regulatory action taken against the directors or members if the statutory financial statements are not available or approved for filing by the deadline.
- 20.1.2. We accept no liability for penalties and/or interest charges from Companies House where accounts are filed late, where the complete accounting records are provided to us less than two months before the Companies House filing deadline.
- 20.1.3. A private company or LLP is required to file a confirmation statement at Companies House at least once every 12 months. It's a criminal offence not to file the confirmation statement within 14 days of the end of the review period. If it is not filed, the company/LLP and its officers may be prosecuted, and the company/LLP may be struck off the company register.
- 20.1.4. We accept no responsibility for the results of any action taken against the company/LLP and/or its officers for failing to submit the confirmation statement, where you have not approved the form and made payment to us for the filing fee, within the deadlines advised to you.
- 20.1.5. Where specified in your engagement proposal, we have agreed to act as your agent, and to:
  - a) submit the financial statements to the Registrar of Companies;
  - b) complete and submit the company's confirmation statement upon receiving your approval and payment of the filing fee; and
  - c) to act as the registered office address (if required)

# 20.2. Excluded, ad hoc and advisory work

- 20.1.2. Examples of work not covered under this engagement but that you may wish to instruct us to undertake include:
  - a) maintaining the statutory books;
  - b) forms to be filed at Companies House in respect of changes to details, such as change of address or name; and
  - c) changes to the share structure

# 20.3. Your responsibilities

- 20.3.1. You are responsible for:
  - a) notifying us of any changes to the business or officers or to their personal details;
  - b) ensuring all people with significant control (PSC's) are identified and included on the PSC Register;
  - c) reviewing and approving the confirmation statement before it is filed with Companies House; and
  - d) payment of Companies House fee, including the fee for the confirmation statement.
- 20.3.2. You may pay Companies House fees to us and we will pay them to Companies House on your behalf.
- 20.3.3. At our discretion we may pay Companies House fees to Companies House on your behalf in advance of, or without receiving payment from you, and in this case, these fees will be disbursed and invoiced to you in accordance with our terms of business.
- 20.3.4. Where the Company Secretarial Service is not included in your engagement proposal, you have agreed to complete all the returns which are required by law to be filed at Companies House, for example, the confirmation statement, PSC Register and the notification of changes. We will, of course, be pleased to advise you on these and any other company secretarial matters, if requested.

# U. FURLOUGH GRANT CLAIMS

21. Our responsibilities and scope in applying for he grant under the Coronavirus Job Retention Scheme (CJRS)





# 21.1. Coronavirus Job Retention Scheme (CJRS)

- 21.1.1 Clams under CJRS cover two separate timeframes
  - 1st April 2021 to 30th June 2021
  - 1st July 2021 to 30th September 2021

This schedule of services applies for claims relating to the period 1 April 2021 to 30 September 2021.

- 21.1.2 We will check your eligibility to claim from 1<sup>st</sup> April 2021 by verifying that you have made a PAYE RTI submission to HMRC on or before 30<sup>th</sup> October 2020, notifying a payment of earnings for each employee with respect to which a claim is made. We may ask you for additional information to do this.
- 21.1.3 We will check your eligibility to claim from 1<sup>st</sup> May 2021 by verifying that you have made a PAYE RTI submission to HMRC between 20<sup>th</sup> March 2020 and 2<sup>nd</sup> March 2021.
- 21.1.4 From 1<sup>st</sup> July 2021 you will be required to contribute to your furloughed workers' pay. We will calculate the amount of the grant and the amount of the employer contribution and advise you of these respective amounts.
- 21.1.5 HMRC is required to publish information about employers who receive payments pursuant to a CJRS claim if the claim period of the claim occurs on or after 1<sup>st</sup> December 2020. Information includes the name of the employer or qualifying PAYE scheme, the company reference number (if applicable) and the amount of the claim made by the employer within a banded range. HMRC publishes this information online at https://www.gov.uk/government/publications/employers-who-have-claimed-through-the-coronavirus-job-retention-scheme

#### 21.2. Access to the HMRC portal

- 21.2.1 We will access the HMRC portal designed to make claims for the coronavirus job retention scheme grant ('the grant') on your behalf as it becomes available.
- 21.2.2 You authorise us to do this on your behalf.
- 21.2.3 Where we do not have existing authority to act on your behalf in respect of PAYE services you will need to authorise us as an agent.

# 21.3. Applying for the grant

- 21.3.1 We will calculate the amount that can be claimed for each individual employee being furloughed on the basis of their regular wage/reference pay/usual hours/actual hours according to the most recent guidance available from HMRC at the time of the claim being entered into the HMRC portal. We will keep detailed records of how this calculation has been made.
- 21.3.2 Where fewer than 100 employees are being furloughed, we will enter the required information for each individual employee into the HMRC portal to make a claim for the grant.
- 21.3.3 Where 100 or more employees are being furloughed, we will upload a file to the portal that includes each employee's full name, national insurance number, furlough start and end date (if known), amount claimed and in addition for flexible furlough claims, actual hours worked and usual hours.
- 21.3.4 We will ensure that the 'regular wage/reference pay/usual hours/actual hours' amount calculated for each employee is entered correctly into the HMRC portal based on the information provided to us by you in conjunction with any payroll records for the employees that we currently hold on our systems in accordance with the most recent guidance published by HMRC.
- 21.3.5 We will make separate claims where pay periods overlap calendar months.
- 21.3.6 Where payroll software systems allow us to do so we will identify the furloughed amounts of pay covered by the grant and any employer top up separately on each employee's individual payslip issued to them.
- 21.3.7 We will communicate with the most appropriate person in your business in relation to the claim, as agreed with you.

#### 21.4. Accounting for grant monies received

- 21.4.1 We will use information from claims submitted by us to prepare financial statements and any associated tax returns for you where you have separately asked us to provide those services.
- 21.5. Your responsibilities to facilitate a claim under CJRS





- 21.5.1. You will need to provide us with the following information and/or confirm the information we currently hold is up to date and accurate:
  - your employer PAYE reference number
  - the number of employees being furloughed
  - National Insurance Numbers for the furloughed employees
  - names of the furloughed employees
  - payroll/employee number for the furloughed employees (optional)
  - your Self-Assessment Unique Taxpayer Reference or Corporation Tax Unique Taxpayer Reference or Company Registration Number
  - the claim period (start and end date)
  - amount claimed
  - the usual hours worked by the employee in the claim period (for flexible furlough claims)
  - the actual hours worked by the employee in the claim period (for flexible furlough claims)
  - the billing address on your bank account
  - your UK bank account number and sort code
  - your contact name
  - your phone number
- 21.5.2. It is imperative that bank details supplied to us for entry into the HMRC portal are correct. You should check the accuracy of the details provided or provide a copy of suitable documentation that can be used to validate the bank details. We will not be responsible for funds not being received where bank details have been supplied incorrectly.
- 21.5.3. Grant funds will be issued directly by HMRC into the nominated business bank account. You are responsible for paying your furloughed employees at least the amount of the grant received.
- 21.5.4. You must inform us if the status of any furloughed employee changes, for example their furlough period is extended, if they return to work sooner and their furlough period comes to an end or if they are flexibly furloughed.
- 21.5.5. If conditions of the scheme are breached grant funds received may need to be returned to HMRC. Please refer to government guidance for further information: https://www.gov.uk/guidance/claim-for-wage-costs-through-the-coronavirus-job-retention-scheme

# 21.5. Other responsibilities

- 21.5.1. You are responsible for ensuring that furloughed staff are paid in accordance with their employment contract and in line with the most recent guidance available from HMRC. We will calculate any top up amounts required by the employer when the government element of the grant is reduced. Deductions such as administration charges from this amount are not permitted.
- 21.5.2. You are responsible for paying employer and employee national insurance contributions and employee PAYE tax to HMRC. These sums are recoverable from you by HMRC if not paid correctly.
- 21.5.3. Even though you are engaging us to help you make a grant claim for furloughed employees via the HMRC portal on your behalf, you are legally responsible for ensuring that the data in your grant claim submissions is correct and complete.
- 21.5.4. You are no less responsible for errors in unapproved submissions, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the submission.
- 21.5.5. You must retain copies of all records for 6 years, including:
  - the amount claimed and claim period for each employee
  - the claim reference number
  - the furlough grant claim calculations including amendments
  - for employees who were flexibly furloughed, usual hours worked including any calculations that were required
  - for employees who were flexibly furloughed, actual hours worked

Note. Any agreement to amend the employment contract for furlough must be retained for 5 years.

21.5.6. You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC may have the authority to communicate with us, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of communications issued to you and, in most cases, will not do so.