PREPARATION OF STATUTORY FINANCIAL STATEMENTS IN COMPLIANCE WITH THE COMPANIES ACT 2006

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. RESPONSIBILITIES AND SCOPE FOR FINANCIAL STATEMENTS PREPARATION SERVICES

1.1. Your responsibilities as directors

1.1.1. 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.

1.1.2. In preparing the financial statements, you are required to:

1. select suitable accounting policies and then apply them consistently unless a change is required by applicable accounting standards or will provide more reliable and more relevant information;
2. make judgements and estimates that lead to the financial statements giving a true and fair view; and
3. prepare the financial statements on the going concern basis unless management either intends to liquidate the entity, or cease trading, or has no realistic alternative but to do so.

1.1.3. 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.

1.1.4. 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.

1.1.5. 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. Equally you are responsible for ensuring that any exemption taken is appropriately disclosed in the financial statements.

1.1.6. 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.

1.1.7. You are responsible for ensuring that all relevant individuals have verified their identity with Companies House, in line with the requirements of the Economic Crime and Corporate Transparency Act 2023. You will need to provide us with the codes from Companies House to enable us to file documents on your behalf.

1.1.8. 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'] [directors'] [members'] meetings, that we need to do our work.

1.1.9. 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 the financial statements if they are to be published in an inappropriate manner.

1.1.10. 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.

1.2. **Our responsibilities as accountants**

1.2.1. 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 FRS 102, FRS 102 Section 1A or FRS 105 where appropriate in selecting the accounting framework agreed and applicable to you.

1.2.2. 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.

1.2.3. You have told us that the company is exempt from an audit of the financial statements. We will not check whether this is the case. However, if we find that the company is not entitled to the exemption, we will inform you.

1.2.4. 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.

1.2.5. 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 that we prepare from those records will present a true and fair view.

1.2.6. 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.

1.2.7. 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 [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.

1.2.8. 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. 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 are misleading, we will withdraw from the engagement.

1.2.9. 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.

1.2.10. We will report to the Board of Directors 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.

PREPARATION AND MAINTENANCE OF ACCOUNTING RECORDS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. RESPONSIBILITIES AND SCOPE FOR ACCOUNTING SERVICES

1.1. Your responsibility for the provision of information

1.1.1. You have undertaken to make available to us, as and when required, all the accounting records and related financial information, including minutes of directors 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.

1.1.2. 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, for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.

1.1.3. Our involvement does not change the directors' responsibilities under the Companies Act 2006 regarding the maintenance of adequate accounting records.

1.1.4. You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, for preventing non-compliance with these and detecting any that occur.

1.1.5. You are responsible for ensuring that all relevant individuals have verified their identity with Companies House, in line with the requirements of the Economic Crime and Corporate Transparency Act 2023. You will need to provide us with the codes from Companies House to enable us to file documents on your behalf.

1.2. Preparation and maintenance of accounting records

Our responsibilities where we have been instructed

1.2.1. We have agreed to carry out the following accounting and other services on your behalf:

1. write up the accounting records of the business and
2. complete the postings to the nominal ledger.

Your responsibilities where we have not been instructed

1.2.2. You have agreed that you will:

1. keep the records of receipts and payments;

2. reconcile the balances monthly with the bank statements;
3. post and balance the purchases and sales ledgers;
4. extract a detailed list of ledger balances;
5. prepare details of the annual stocktaking which will enable us to verify the prices readily by reference to suppliers' invoices, and
6. prepare details of work-in-progress at the year end and make available to us the documents and other information to support the work-in-progress.

PERSONAL TAX – INDIVIDUALS, SOLE TRADERS AND COUPLES

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITY AND SCOPE FOR PERSONAL TAX SERVICES

1.1 Recurring compliance work

1.1.1 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).

1.1.2 We will prepare your business accounts in accordance with generally accepted accounting practice from the books, accounting records and other information and explanations provided to us by you or by others on your behalf.

1.1.3 We will compute your property letting income and expenditure in accordance with the accruals election that you have made from the books, accounting records and other information and explanations provided to us by you or by others on your behalf.

1.1.4 We will calculate your income tax, national insurance contributions (NIC) and any capital gains tax liabilities to be included on your self assessment return 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.

1.1.5 We will advise you on possible tax-return-related claims and elections arising from information supplied by you, other than as regards to universal credit. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.

1.1.6 We will review PAYE notices of coding provided to us and advise accordingly.

1.1.7 There are in-year capital gains tax (CGT) reporting and payment requirements for disposals of UK residential property. 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. (Note: returns must be submitted within 60 days of sale completion)

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) checking your NIC record and state pension forecast;
b) advising on your entitlement to state pension and other contributory social security benefits and any voluntary NIC;
c) advising on preparing business accounts and/or property letting income and expenditure computations on the accruals basis and helping you to make the requisite election(s);
d) advising on making tax digital for income tax self assessment which will require digital accounting records and the submission of quarterly updates and annual returns to HMRC using compatible software. Making tax digital for income tax will be mandatory for certain taxpayers from 6 April 2026 for income from self-employment and property;
e) advising on whether you should change your business accounting year end, for example to align with the tax year end and, if so, helping you to make the transition;
f) advising on the in-year capital gains tax (CGT) reporting requirements on disposals of UK residential property, preparing the in-year return and calculating the CGT due where required and submitting the return to HMRC;
g) advising on ad hoc transactions (for example pre-sale advice on the sale of assets);
h) 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.
i) dealing with any enquiry, information request, inspection, compliance check or other intervention into your tax affairs by HMRC;
j) preparing any amended returns which may be required and corresponding with HMRC as necessary;
k) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges;
l) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes; and

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 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.

1.4 Your responsibilities

1.4.1 You are legally responsible for:

a) keeping all records and documents that are relevant to the completion of your accounts and self assessment returns;
b) ensuring that your self assessment tax and CGT on UK [residential] property returns are correct and complete;
c) filing any returns by the due date; and
d) paying any tax due on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 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.

1.4.3 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.

1.4.4 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, expenditure, allowances, capital transactions and any other relevant facts;
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;
c) to provide full details of all UK residential property disposals including associated costs/valuations prior to exchange of contracts on any property 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 CGT due or submit an in-year return within 60 days after the completion of the disposal;
d) 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 31st January following the end of the tax year; to do this, we need to receive all relevant information by 31st October following the end of the tax year, we may agree to complete your return within a shorter period but may charge an additional fee for so doing.

1.4.5 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.

1.4.6 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 HMRC considers that you should still take ‘reasonable care’ over your tax affairs.

1.4.7 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 has the authority to communicate with us when form 64-8 has been submitted, it is still 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.

1.4.8 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, 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 exceeded 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.

1.4.9 You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers including domestic staff. If your business is not small, you are responsible for assessing the employment status under the off-payroll working rules of any contractors providing services to your business and for employment taxes if they are deemed employees. 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.

1.5 You and your spouse

1.5.1 We will advise you and your[spouse on the basis that you are a family unit. You both agree that, in all matters relating to your or your spouse'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. This will help us to streamline our service to you and enable us, for example, to ascertain high income child benefit charge, transferrable marriage allowance, and CGT base costs of assets disposed of which have been transferred between you, where applicable. If you wish to make any change to these arrangements at any time, please let us know.

1.5.2 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.

PERSONAL TAX – CAPITAL GAINS TAX 60-DAY RETURNS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR capital gains tax services

1.1 Compliance work

1.1.1 We will prepare your 60-day capital gains tax (CGT) return from the information and explanations that you provide to us. After obtaining your evidenced approval, we will submit your return to HMRC (Note: as returns must be submitted within 60 days of sale completion, please see para 1.4 below regarding your responsibilities).

1.1.2 We will calculate your CGT liabilities to be included on your CGT return and tell you how much you should pay and when. [We will advise on the interest and penalty implications if tax is paid late.]

1.1.3 We will advise you on possible CGT reliefs available from information supplied by you.

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) preparing and submitting your self assessment tax return;
b) advising on capital disposals other than those where in-year reporting requirements on disposals of property apply;
c) advising on ad hoc transactions (for example pre-sale advice on the sale of assets);
d) property letting income and expenditure computations;
e) dealing with any enquiry, information request, inspection, compliance check or other intervention into your tax affairs 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 PAYE and NIC or equivalent non-UK taxes and social security charges;
h) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes; and
i) advising on universal credit; this is a social security benefit administered by the Department for Work & Pensions, 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.

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 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.

1.4 Your responsibilities

1.4.1 You are legally responsible for:

a) keeping all records and documents that are relevant to the completion of your returns;
b) ensuring that your CGT returns are correct and complete;
c) filing any returns by the due date; and
d) paying any tax due on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 Legal responsibility for approval of the return cannot be delegated to others. You agree to check that the returns we have prepared for you are correct and complete before approving them.

1.4.3 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.

1.4.4 To enable us to carry out our work you agree:

a) that all returns are to be made on the basis of full disclosure;
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;
c) to provide full details of all UK residential property disposals including associated costs/valuations prior to exchange of contracts on any property 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 CGT due or submit an in-year return within 60 days after the completion of the disposal;
d) 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 within 60 days of the sale completion; to do this, we need to receive all relevant information within 30 days of completion.

1.4.5 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.

1.4.6 You will forward to us HMRC correspondence 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 a digital handshake is completed, it is still 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.

PERSONAL TAX – INDIVIDUALS, SOLE TRADERS AND COUPLES IN MTD INCOME TAX

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR personal tax services

1.1 Initial registration

1.1.1 We will sign you up, if instructed to, for Making Tax Digital for income tax (MTD income tax). By instructing us to sign up on your behalf you are agreeing to HMRC's terms of use which includes deadlines and associated penalties.

1.1.2 We will initiate the process for you to authorise us with HMRC as your agent. We will send you an email with a link to complete the authorisation process. You will need to use that link to authorise us as an agent on the HMRC portal using your HMRC sign in credentials. If you do not have HMRC sign in credentials you can create these as part of the process. This authorises HMRC to communicate with us as your agent, although you remain legally responsible for your tax affairs.

1.2 Recurring compliance work

1.2.1 Where instructed by you, we will keep accounting records to meet the digital record-keeping requirements of MTD income tax based on the information and explanations provided to us by you or by others on your behalf. You must ensure that the data provided to us is complete and accurate.

Where you have not instructed us to prepare or retain the records, we may need to confirm that the process for performing the digital record keeping is of an appropriate standard to meet the requirements of MTD income tax. You are required to provide the information that we may request to understand whether the digital record keeping requirements have been met. You must also ensure that your digital records are complete and accurate. Where your digital records are incompatible with our software, we will agree with you an appropriate solution and this may require an additional fee.

1.2.2 Where instructed, we will submit your MTD income tax quarterly updates to HMRC after the data to be included therein has been approved by you.

1.2.3 At the year end, we will compute your taxable income from your sole trade(s) in accordance with generally accepted accounting practice.

1.2.5 At the year end, we will compute your taxable property letting income and expenditure in accordance with the accruals election that you have made.

1.2.6 We will prepare your year-end tax returns [including if you have been treated as a deemed employee under the IR35/off-payroll working rules] from the submitted quarterly updates and information and explanations that you, or a third party, provide to us.

1.2.7 We will check the calculation of your income tax, national insurance contributions (NIC) and any capital gains tax liabilities. We will tell you how much you should pay and when. We will initiate repayment claims if tax or NIC have been overpaid.

1.2.8 After obtaining your evidenced approval, we will finalise your returns. This includes a declaration that the information on the return is correct and complete to the best of your knowledge and belief.

1.2.9 We will advise you on possible tax-return-related claims and elections arising from information supplied by you, other than as regards to universal credit. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.

1.2.10 We will review PAYE notices of coding you provide to us and advise accordingly.

1.2.11 We are not responsible for considering or applying for any of the digital filing exemptions. However, if you consider that you are eligible to apply any one of the digital filing exemptions, please let us know. We are happy to discuss this and may correspond with 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.

1.2.12 We will advise you of any relaxations applicable in relation to the digital records to be kept of income and expenditure.

1.2.13 There is an in-year capital gains tax (CGT) reporting and payment requirement for disposals of UK residential property. 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. (Note: as returns must be submitted within 60 days of sale completion, please see para 1.4.1.)

1.3 Excluded, ad hoc and advisory work

1.3.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) checking your NIC record and state pension forecast;
b) advising on your entitlement to state pension and other contributory social security benefits and on making voluntary NC;
c) advising on preparing business accounts and/or property letting income and expenditure computations on the accruals basis and helping you to make the requisite election(s);

d) appealing penalties or penalty points for failure to meet a filing or payment obligation;
e) reviewing your record keeping processes and providing advice on potential improvements thereto to enable compliance with MTD income tax requirements, including digital links for the transfer of data between different software;
f) [advising on whether you should change your business accounting year end, for example to align with the tax year end, and, if so, helping you to make the transition];
g) 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;
h) advising on ad hoc transactions (for example pre-sale advice on the sale of assets);
i) dealing with any enquiry, information request, inspection, compliance check or other intervention into your tax affairs by HMRC;
j) preparing any amended returns which may be required and corresponding with HMRC as necessary;
k) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges;
l) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes;
m) 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.

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

1.4 Changes in the law, in practice or in public policy

1.4.1 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.

1.4.2 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.

1.5 Your responsibilities

1.5.1 You are legally responsible for:
a) keeping all records and documents that are relevant to the completion of your quarterly updates, accounts and year-end tax returns and in a format that complies with the digital record keeping requirements of MTD income tax;
b) ensuring that your year-end tax returns and CGT on UK [residential] property returns are correct and complete;
c) filing any quarterly updates and year-end tax returns by the due date(s); and
d) paying any tax due on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.5.2 You must ensure that your digital records meet HMRC's digital record keeping requirements.

1.5.3 You have a legal responsibility to retain documents and records. This is set out in our terms of business under retention of papers. Where the accounting records are accessed via a third party, you should ensure that you maintain access to your records.

1.5.4 It is also your responsibility to prepare and submit your MTD for income tax updates on a quarterly basis online to HMRC and provide us with your digital records to assist with the preparation of your year-end tax returns.

1.5.5 You will be responsible for preparing and submitting your year-end tax returns to HMRC from the quarterly updates prepared by us, or a third party.

1.5.6 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.

1.5.7 You are no less responsible for errors in unapproved year-end tax returns and quarterly updates, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the year-end tax returns and quarterly updates.

1.5.8 Where we are keeping your digital accounting records, you are responsible for providing us with the following information required for us to prepare the records:

a) Access to your accounting records
b) Sale invoices
c) Purchase invoices
d) Bank statements
e) Details of bank and cash payments
f) Details of bank and cash receipts
g) Stock and work-in-progress details

We have also agreed that you will provide the following:

a) A record of the amounts owed to the business
b) A record of amounts owed by the business
c) A list of accruals
d) A list of prepayments
e) Private use adjustments.

1.5.9 To enable us to carry out our work, you agree:

a) [that all quarterly updates are to be made on the basis of full disclosure of all sources of income and expenditure];
b) that all year-end tax returns are to be made on the basis of full disclosure of all sources of income, expenditure, allowances, capital transactions and any other relevant facts;
c) 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;

d) that all digital links are in the manner prescribed and that 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 an inaccuracy on which interest and penalties may arise;
e) 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 CGT due or submit an in-year return within 60 days after the completion of the disposal;
f) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your affairs;
g) to provide us with the records relevant to the preparation of your quarterly updates as soon as possible after the quarter ends. We would normally need a minimum of 14 days before submission to complete our work. If the records are provided later or are incomplete or unclear, thereby delaying preparation and submission of the filing, we accept no responsibility for any penalty that may arise; and
h) to provide us with information in sufficient time for your tax return to be completed and submitted by the 31st January following the end of the tax year; to do this, we need to receive all relevant information by 31st October following the tax year; if feasible, we may agree to complete your return within a shorter period but may charge an additional fee for so doing. If the information is provided later or is incomplete or unclear, thereby delaying preparation and submission of the return, we accept no responsibility for any penalty that may arise.

1.5.10 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.

1.5.11 You will authorise us to act as you agent with HMRC. This may involve forwarding us an agent authorisation code sent to you by HMRC which expires within 30 days of issue. Please send this to us as soon as you receive it. Alternatively you may be required to use a link that we will send you via email to complete a ‘digital handshake’ with HMRC systems to complete the authorisation process.

1.5.12 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 we have been authorised as your agent, it is still 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.

1.5.13 You are responsible for bringing to our attention any errors, omissions or inaccuracies in your quarterly updates or returns that you become aware of after the quarterly updates or returns have been submitted in order that we may assist you to submit an amendment or make a voluntary disclosure.

1.5.14 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, 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 exceeded 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.

1.5.15 You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers including domestic staff. If your business is not small, you are responsible for assessing the employment status under the off-payroll working rules of any contractors providing services to your business and for employment taxes if they are deemed employees. 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.

1.6 You and your spouse

1.6.1 We will advise you and your spouse on the basis that you are a family unit. You both agree that, in all matters relating to your or your spouse'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. This will help us to streamline our service to you and enable us, for example, to ascertain high income child benefit charge, transferrable marriage allowance, and CGT base costs of assets disposed of which have been transferred between you, where applicable. If you wish to make any change to these arrangements at any time, please let us know.

1.6.2 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.

1.2

PARTNERSHIP TAX RETURNS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR PARTNERSHIP TAX RETURN SERVICES

1.1 Recurring compliance work

1.1.1 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).

1.1.2 We will prepare the partnership business accounts [under the cash basis] [in accordance with [generally accepted accounting practice] [FRS 102] [FRS102 Section 1A] [FRS 105] [the accounting framework agreed and applicable to you] from the books, accounting records and other information and explanations provided to us by you and/or by others on your behalf.

1.1.3 We will prepare the income and capital gains tax computations based on the partnership's business accounts for inclusion in the partnership tax return.

1.1.4 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.

1.1.5 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.

1.1.6 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 separate letters of engagement.

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) advising on ad hoc transactions (for example the sale or purchase of assets);
b) advising on whether to prepare accounts on the accruals basis and helping you to make the requisite election;

c) dealing with any enquiry, information request, inspection, compliance check or other intervention into the partnership's tax affairs by HMRC;
d) preparing any amended returns which may be required and corresponding with HMRC as necessary;
e) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges; and
f) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes.

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 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.

1.4 Your responsibilities

1.4.1 The partners are legally responsible for:
a) keeping all records and documents that are relevant to the completion of your accounts and self assessment returns;
b) ensuring that the partnership self assessment tax returns are correct and complete;
c) filing any returns by the due date; and
d) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 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.

1.4.3 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.

1.4.4 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, expenditure, allowances, capital transactions and any other relevant facts;
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;
c) 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 31st January following the end of the tax year; to do this, we need to receive all relevant information by 31st October following the tax year; if feasible, we may agree to complete your returns within a shorter period but may charge an additional fee for so doing.

1.4.5 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.

1.4.6 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 HMRC considers that you should still take 'reasonable care' over your tax affairs.

1.4.7 You will forward to us 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 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.

1.4.8 You are responsible for monitoring the partnership's monthly turnover to establish whether the partnership is liable to register for VAT if it is not already registered. If you do not understand what you need to do, please ask us. If turnover exceeds the UK VAT registration threshold, and you wish us to assist in notifying HMRC of the partnership's obligation to be VAT registered, we will be pleased to assist in the VAT registration process. You should notify us of your instructions to assist in the 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 the VAT registration threshold in force at that time was exceeded. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result. The same applies for equivalent non-UK taxes.

1.4.9 You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers. If your business is not small, you are responsible for assessing the employment status under the off-payroll working rules of any contractors providing services to your business and for employment taxes if they are deemed employees. 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.

LIMITED LIABILITY PARTNERSHIPS (LLP) TAX RETURN

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR LIMITED LIABILITY PARTNERSHIPS (LLP) TAX RETURN SERVICES

1.1 Recurring compliance work

1.1.1 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).

1.1.2 We will prepare the LLP's 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.

1.1.3 We will prepare the income and capital gains computations based on the LLP's business accounts for inclusion in the partnership tax return.

1.1.4 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.

1.1.5 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.

1.1.6 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 separate letters of engagement.

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) advising on ad hoc transactions (for example the sale or purchase of assets);
b) dealing with any enquiry, information request, inspection, compliance check or other intervention into the partnership's tax affairs by HMRC;

c) preparing any amended returns which may be required and corresponding with HMRC as necessary;
d) advising on whether the salaried member rules in the Income Tax (Trading and Other Income) Act 2005 apply to members of the LLP;
e) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges; and
f) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes.

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 We will accept no liability for losses arising from changes in the law (or the interpretation thereof) or practice or in public policy that are first published after the date on which the advice is given.

1.4 Your responsibilities

1.4.1 The members are legally responsible for:
a) keeping all records and documents relevant to the completion of your accounts and tax returns;
b) ensuring that the partnership self assessment tax returns are correct and complete;
c) filing any returns by the due date; and
d) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 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.

1.4.3 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.

1.4.4 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, expenditure, allowances, capital transactions and any other relevant facts;
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 31st January following the end of the tax year; to

do this, we need to receive all relevant information by 31st October following the tax year; if feasible, we may agree to complete your return within a shorter period but may charge an additional fee for so doing.

1.4.5 You will keep us informed of material changes in circumstances that could affect the partnership tax returns or the partnership statements including, by way of example, changes in the members in the LLP. If you are unsure whether the change is material, please tell us so that we can assess its significance.

1.4.6 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 HMRC considers that you should still take 'reasonable care' over your tax affairs.

1.4.7 You will forward to us 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 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.

1.4.8 You are responsible for monitoring the LLP's monthly turnover to establish whether the LLP is liable to register for VAT if it is not already registered. If you do not understand what you need to do, please ask us. If it exceeds the UK VAT registration threshold, and you wish us to assist in notifying HMRC of its liability to be VAT registered, we will be pleased to assist in the VAT registration process. You should notify us of your instructions to assist in the 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 the VAT registration threshold in force at that time was exceeded. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result. The same applies for equivalent non-UK taxes.

1.4.9 You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers. If your business is not small, you are responsible for assessing the employment status under the off-payroll working rules of any contractors providing services to your business and for employment taxes if they are deemed employees. 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.

CORPORATION TAX

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR CORPORATION TAX SERVICES

1.1 Recurring compliance work

1.1.1 For the purpose of the delivery of the company's tax return, we will use commercial software to apply iXBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts in iXBRL via the relevant official gateway for tax purposes.

1.1.2 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.

1.1.3 We will provide you with detailed information about the tagging applied for your approval if requested to do so.

1.1.4 We will prepare the company's Corporation 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.

1.1.5 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.

1.1.6 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.

1.1.7 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.

1.1.8 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.

1.1.9 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 separate letters of engagement.

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) advising you on ad hoc 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;
c) advising you on and preparing enhanced expenditure or expenditure credit 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) preparation and submission of a group allocation allowance statement in relation to losses carried forward by a group of companies;
f) preparation and submission of a corporate interest restriction return;
g) assistance with country-by-country reporting notifications, senior accounting officer reporting obligations, and the company tax strategy document;
h) dealing with any enquiry, information request, inspection, compliance check or other intervention opened into the company's corporate tax affairs by HMRC;
i) preparing any amended returns which may be required, calculating any related tax liabilities and corresponding with HMRC as necessary;
j) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges; and
k) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes;.

1.2.2 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 1.2.3 below);
b) where deemed employment status under the IR35 rules applies to work undertaken for clients by the company, calculating the deemed employment payment and accounting through payroll to HMRC for the tax and NIC, etc;
c) 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; and
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 1.2.3 below) and assist you in preparing employment status determination statements to give to labour supply agencies and those contractors;]

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 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.

1.4 Your responsibilities

1.4.1 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:

a) keeping all records and documents that are relevant to the completion of your accounts and tax returns;
b) ensuring that the CTSA return (including iXBRL tags and iXBRL file) and any other returns submitted are correct and complete;
c) filing any returns by the due date; and
d) paying tax on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 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.

1.4.3 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.

1.4.4 To enable us to carry out our work, you agree:

a) to provide us with approved accounts for the company [prepared by you or by others in an iXBRL format; you accept full responsibility for the existence, accuracy, consistency and completeness of iXBRL tagging within the accounts; we will not carry out any procedures to check the existence, accuracy, consistency and completeness of the iXBRL file];
b) that all returns are to be made on the basis of full disclosure of all sources of income, expenditure, allowances, capital transactions and any other relevant facts;
c) 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 within 6 months of the company's financial year end 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 tax year; if feasible, we may agree to complete your return within a shorter period but may charge an additional fee for so doing;
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

g) 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.

1.4.5 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.

1.4.6 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 HMRC considers that you should still take 'reasonable care' over your tax affairs.

1.4.7 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 has 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 is not obliged to send us copies of all communications issued to you.

1.4.8 You are responsible for monitoring the monthly turnover to establish whether the company is liable to register for VAT, if it is not already registered. If you do not understand what you need to do, please ask us. If the company turnover exceeds the VAT registration threshold, and you wish us to assist in notifying HMRC of the company's obligation to be VAT registered, we will be pleased to assist in the VAT registration process. You should notify us of your instructions to act in relation to the company's 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 the current VAT registration turnover threshold was exceeded. We will not be responsible if we are not notified in time and a late registration penalty is incurred.

1.4.9 You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers. If your business is not small, you are responsible for assessing the employment status under the off-payroll working rules of any contractors providing services to your business and for employment taxes if they are deemed employees. 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.

1.5 Personal service company

1.5.1 We shall help you to determine deemed employment status under the IR35 rules for work undertaken for clients by the company.

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

1.6 Groups and consortia

1.6.1 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.
   b) in respect of dividends, interest, and royalties received, we will advise on the applicability of the relevant double-tax treaty to the withholding tax rate and assist with obtaining a UK certificate of tax residence. For dividends, we will make any necessary election to tax the dividends in the UK in order to obtain treaty relief.

1.6.2 We will deal with all communications relating to elections addressed to us by HMRC.

1.6.3 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;
   c) 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.

1.6.4 If instructed, in respect of intragroup payments of interest:
   a) we will advise on withholding tax obligations;
   b) where withholding tax is due, we will complete form CT61 and advise on payment; and
   c) we will adjust corporation tax computations and returns to reflect interest payments and associated withholding tax, if any.

1.6.5 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.

Your responsibilities

1.6.6 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 iXBRL tagging within the accounts and to file the individual accounts as an iXBRL document with the relevant iXBRL tags embedded.

1.6.7 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.

PAYROLL SERVICES
(NO OFF-PAYROLL WORKING)

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR PAYROLL SERVICES

1.1 Recurring compliance work

1.1.1 We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:

a) calculating the pay as you earn (PAYE) income tax deductions, including at the Scottish and Welsh rates of income tax, if applicable;
b) calculating the employees' national insurance contributions (NIC) deductions;
c) calculating the employer's NIC liabilities;
d) calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;
e) calculating reclaims of statutory payments, for example, maternity payments;
f) 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;
g) processing any employee and employer pension contribution refunds through the payroll [on the basis of the information that you provide to us]
h) calculating other statutory and non-statutory deductions [including employment allowance, apprenticeship levy]; and
i) submitting information online to HM Revenue & Customs (HMRC) under Real Time Information (RTI) for PAYE.

1.2 Ancillary payroll services

1.2.1 Before the time of payment through the payroll or due date, we will prepare and send to you the following documents for delivering information to HMRC:

a) payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
b) [the data included within each] Full Payment Submission (FPS) for taxable pay [and payrolled benefits-in-kind] [and expenses] for each employee;
c) a payslip for each employee;
d) a form P45 for each leaver;
e) a report showing your PAYE and NIC liability, student loan repayments [, apprenticeship levy] and due date for payment; and
f) a workplace pension contributions report showing:
i) any employee and employer pension contributions payable in respect of each employee to the respective workplace pension scheme(s) of which they are members and the due date(s) for payment;
7. ii) any employee pension contribution refunds payable to any employee; and

8. iii) any employer pension contribution refunds due to you for any employee who has ceased membership of the scheme(s).

1.2.2 We will submit FPS online to HMRC [after the data to be included therein has been approved/on the basis of the data provided] by you. (FPS must normally reach HMRC on or before the contractual payday, i.e. the date that employees are entitled to be paid) but we will file it for you on, or before, the actual day that monies change hands if you have made us aware of that date in order to be compliant with PAYE regulations. You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below.

1.2.3 For each tax month we will prepare, if appropriate, an Employer Payment Summary (EPS) from the information and explanations that you provide to us. (Examples of EPS data include statutory payments, employment allowance, Construction Industry Scheme deductions [, apprenticeship levy allowance allocated to that PAYE scheme and apprenticeship levy payable to date] and confirmation that no payments were, or will be, made to employees during that tax month or for future tax months.)

1.2.4 We will submit the EPS online to HMRC [after the data to be included therein has been approved/on the basis of the data provided] by you. (The EPS must reach HMRC by the 19th of the month following the tax month to which it relates.) You must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below.

1.2.5 At the end of the tax year, we will:

a) prepare the final FPS (or EPS) and submit this to HMRC [after the data to be included therein has been approved/on the basis of the data provided] by you; (the due date for submitting final FPS is on or before the last actual payday of the tax year (however as made clear above we will still require to know the contractual pay day too as that is held within the FPS), failing which, the final EPS for the year must reach HMRC by 19 April following the end of the tax year;) you must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below;
b) prepare and send to you Form P60 for each employee on the payroll at the year-end so you can give them to employees by the statutory due date of 31 May following the end of the tax year;
c) prepare and send to you a statement for every employee for whom benefits-in-kind have been payrolled identifying every benefit provided to each employee during the tax year and the cash equivalent of each benefit treated as PAYE income so you can give them to employees by the statutory due date of 31 May following the end of the tax year;
d) give you details of the Class 1A NIC on payrolled benefits-in-kind which will need to be accounted for on form P11D(b) and the due date for payment;
e) give you details of the Class 1A NIC on expenses accounted for in the payroll which will need to be accounted for on form P11D(b) and the due date for payment;
f) give you the figures that need to be included on forms P11D to account for income tax in respect of expenses for which Class 1 NIC has been accounted for in the payroll.

1.2.6 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. Anything that you receive in your PAYE online account should be forwarded to us for action.

1.2.7 Any enquiries from individual employees regarding their pay or other payroll details will be referred back to you.

1.3 Excluded, ad hoc and advisory work

1.3.1 The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) advising you on secondary (employer) Class 1 NIC reliefs in respect of employees who are qualifying veterans or who work in designated special tax sites (e.g. freeport tax sites or investment zone tax sites);
b) work in connection with employee workplace pension schemes other than that detailed above including helping with setting up and administering workplace pension schemes, including referring you to appropriate specialists where necessary;
c) [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, advising you on the payment of associated Class 1A NIC, preparing and submitting return P11D(b) and notifications to employees;]
d) ensuring that all employees are paid at least the national living wage / national minimum wage;
e) [helping you to ascertain whether you are eligible to claim employment allowance and/or allocate employment allowance across your multiple or associated/connected companies' PAYE schemes;]
f) [helping you to allocate apprenticeship levy allowances across your multiple or associated/connected companies' PAYE schemes;]
g) preparing and submitting returns P11D and P11D(b) for employee benefits-in-kind and expenses and advising on the payment of associated Class 1A NIC (such work, if undertaken, is covered in a separate schedule of services);
h) dealing with any compliance check or enquiry by HMRC or any other official compliance body into the payroll data submitted and corresponding with HMRC or other such body as necessary;
i) preparing and submitting any amended returns or data for previous tax years;
j) assisting you in the operation of the Construction Industry Scheme (CIS) for subcontractors;
k) conducting PAYE, and benefits and expenses health checks; and
l) advising on ad hoc transactions, for example, termination payments to employees.

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

1.4 Changes in the law, in practice or in public policy

1.4.1 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.

1.4.2 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.

1.5 Your responsibilities

1.5.1 Even though you are engaging us to help you meet your payroll obligations, you are legally responsible for:

a) Keeping all records and documents that are relevant to the completion of your returns;
b) ensuring that the data in your payroll submissions is correct and complete;
c) complying with auto-enrolment obligations;
d) making any submissions by the due date; and
e) paying tax, NIC and other payroll levies on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.5.2 Employers cannot delegate these legal responsibilities to others. You agree to check that submissions we have prepared for you are correct and complete before approving them.

1.5.3 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.

1.5.4 We will communicate with you in relation to your company's payroll services

1.5.5 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;
c) 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 advise us in writing of changes of payroll pay dates;
e) to notify us at least 5 working days before the payroll pay date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
    i. all new employees (including starter checklist showing full names, address, date of birth, gender, national insurance number, start date, etc) and details of their remuneration package [including benefits-in-kind to be payrolled and/or provided via a salary sacrifice scheme];
    ii. for employees who are qualifying veterans, details as in the previous bullet plus the start date of the veteran's first civilian employment since leaving the regular armed forces (note: NIC relief is due only for first 12 months from that start date so we need this data only if any of those 12 months falls within the tax year being processed);
    iii. for employees who work in designated special tax sites (ego freeports or investment zones), details as in bullet i above, plus the name of the

designated tax site and the address of your business premises in that designated special tax site at which the employees work at least 60% of their time or would have worked for at least 60% of their time had you not made adjustments to accommodate the protected characteristics of disability, pregnancy or maternity (note: NIC relief is due only for first 36 months of employment so we need this data only if any of those 36 months falls within the tax year being processed);

iv. [for employees whose benefits-in-kind are being payrolled, their names, the identity of the benefits-in-kind, and the cash equivalent amounts to be included in payroll;]

v. for employees who are active pension scheme members, name of pension scheme, pensionable pay, employee and employer contribution rates, dates from/to which contributions and qualifying earnings are payable;

vi. names and dates of birth of all apprentices aged under 25;

vii. [names and dates of birth of all employees aged under 21;]

viii. all changes to remuneration packages [including benefits-in-kind to be payrolled and/or provided via salary sacrifice scheme];

ix. [employee expenses which need to be included in payroll to account for either income tax or Class 1 NIC or both;]

x. [expenses for each employee if the expense is to be reimbursed gross through payroll as an addition to net pay;]

xi. information necessary to enable us to calculate statutory payments, (e.g. statutory sick pay, statutory maternity pay, statutory adoption pay, statutory paternity pay, statutory shared parental pay, statutory parental bereavement pay, statutory neonatal care pay);

xii. irregular and/or ad hoc payments and the dates to be paid; and

xiii. all leavers, their annual salary before any salary sacrifices, how often paid, unworked notice period, contractual payment in lieu of notice (PILON), date of termination of employment, age, number of years' service, the last payment prior to termination and when paid, and the components parts of the termination package, including statutory redundancy pay, compensation for loss of office, any bonus payable on termination and any payments made after the leaving date.

f) to confirm that you have reviewed your entitlement to the employment allowance and confirm that you wish us to make the legal declaration claim on your behalf

g) to tell us the value of the apprenticeship levy allowance that is being allocated in the range £0 to £15,000 to each PAYE scheme – indicating payroll name and PAYE scheme reference

h) to notify us within 5 working days of your receiving or becoming aware of any opt-out notices or any other requests to cease membership of a pension scheme, so that we can cease to calculate any relevant pension contributions and process any required refunds;

i) to register with HMRC in advance of the tax year, to notify which benefits-in-kind are to be payrolled for which employees;

j) 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;

k) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your payroll; [and]

l) [to approve:

i. in-year and final FPS by at least 5 working days before contractual pay dates so that they can be submitted on or before payday, or as agreed with us;
ii. in-year and final EPS by at least 7 days before the 19th of the month following the tax month;
iii. revised year to date FPS for an earlier year within 5 days of notifying you of the data therein.]

1.5.6 If the information required to complete the payroll services set out above is received later than the dates specified above or agreed with us, we will still endeavour to process the payroll and returns to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the payroll is late or the returns are filed late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.

1.5.7 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.

1.5.8 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 HMRC considers that you should still take ‘reasonable care’ over your tax affairs.

1.5.9 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 has 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 is not obliged to send us copies of communications issued to you and, in most cases, will not do so. You should also keep a note of any telephone communication you have with HMRC’s helplines or DWP’s universal credit helpline, including the date and time of the call, and the name of the helpline operator(s).

BENEFITS-IN-KIND RETURNS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. RESPONSIBILITIES AND SCOPE FOR BENEFITS-IN-KIND RETURN SERVICES

1.1 Recurring compliance work

1.1.1 We will [prepare] [review] form P11D as may be required for each employee, including directors, based on the accounts, information and explanations provided to us on your behalf.

1.1.2 We will [prepare] [review] form P11D(b) [to include the Class 1A NIC on benefits-in-kind and expenses, both on forms P11D and included in payroll].

1.1.3 We will submit the form 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.

1.1.4 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.

1.1.5 We will calculate your Class 1A NIC liability on the benefits and expenses [both returned in form P11D and included in payroll] that you are obliged to pay HMRC by the due date and send payment instructions to you.

1.2 Excluded, ad hoc and advisory work

1.2.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) 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.

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

1.3 Changes in the law, in practice or in public policy

1.3.1 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.

1.3.2 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.

1.4 Your responsibilities

1.4.1 Even though you are engaging us to help you meet your end-of-year benefits-in-kind return obligations, you are legally responsible for:

a) keeping all records and documents that are relevant to the completion of your returns;
b) 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 form P11D] [and amounts of benefits-in-kind and expenses in the payroll] are correct and complete;
c) filing any returns by the due date after the end of the tax year; and
d) making payment of Class 1A NIC on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2 You will approve the company's benefit in kind returns.

1.4.3 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.

1.4.4 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.

1.4.5 To enable us to carry out our work, you agree:

a) that all returns are to be made on the basis of full disclosure;
b) 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;
c) to notify us 30 working days 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 returns 31st May so they can be submitted on or before the filing deadline of 6 July after the end of the tax year.

1.4.6 If the information required to complete the benefits-in-kind returns set out above is received later than 31st May after the end of the tax year, we will still endeavour to process the information onto the BiK 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 an additional fee.

1.4.7 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 has 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 is not obliged to send us copies of communications issued to you and, in most cases, will not do so.

VAT RETURNS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1 RESPONSIBILITIES AND SCOPE FOR VAT RETURN SERVICES

1.1 Initial registration

1.1.1 [If you are not already registered for VAT we will complete the registration process on your behalf.] [You will register for VAT and provide us with details of your VAT registration number and a copy of the VAT registration certificate.]

1.1.2 We will initiate the process for you to authorise us with HMRC as your VAT agent. We will send you an email with a link to complete the authorisation process. You will need to use that link to authorise us as an agent on the HMRC portal using your HMRC sign in credentials. If you do not have HMRC sign in credentials you can create these as part of the process. This authorises HMRC to communicate with us as your agent, although you remain legally responsible for your tax affairs.

1.2 Recurring compliance work

1.2.1 We will prepare your VAT returns on the agreed basis.

1.2.2 If instructed, we will keep all accounting records to meet the digital record keeping requirements for VAT. You must ensure that the data provided to us is complete and accurate.

1.2.3 We will check the digital accounting records which you keep meet the requirements for VAT and which you provide to us for the preparation of your 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 ensure that your digital records are complete and accurate. This check is not an audit and it is not intended to be relied upon to detect every single VAT inconsistency.

1.2.4 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.

1.2.5 Where appropriate, we will include deductible import VAT from any digital import certificates (postponed VAT accounting) and/or C79s we receive from you.

1.2.6 Where necessary, we will calculate the partial exemption annual adjustment.

1.2.7 Where appropriate, we will calculate the annual Capital Goods Scheme adjustment.

1.2.8 We are not responsible for considering or applying for any of the digital filing exemptions. However, if you consider that you are eligible to apply any one of the digital filing exemptions, please let us know. We are happy to discuss this and may correspond with 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.

1.2.9 We will advise you of any relaxations applicable in relation to the digital records to be kept of supplies made and received.

1.2.10 We will submit the VAT return data online to HMRC after the data to be included therein has been approved by you.

1.2.11 We will agree with you any supplementary information to be submitted on a voluntary basis with the VAT returns prior to submission.

1.2.12 Where you use invoice (accruals) accounting for income or corporation tax, we will perform an annual reconciliation of VAT outputs to turnover.

1.2.13 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 with you 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.

1.3 Ad hoc and advisory services

1.3.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. 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 will be the subject of a separate engagement letter at our option. 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) [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 VAT returns addressed to us by HMRC or passed to us by you;
e) dealing with any compliance check or enquiry by HMRC into the VAT returns submitted;
f) processing import and export declarations including deferred import entries that require postponed VAT accounting (at present we assume that these are handled by you or your customs agent);
g) making recommendations to you about the use of cash accounting, annual accounting, flat-rate and margin schemes and other methods of accounting for VAT;
h) making recommendations to you about the consequences of supplying goods and services to customers outside the UK, for example, registration in the EU destination state and/or the EU's VAT One Stop Shop (OSS) Union and/or non-Union schemes and/or the VAT Import One Stop Shop (IOSS) if you supply services or goods to consumers in the EU;
i) making recommendations to you if your business is supplying services (and/or certain supplies of goods treated as supplies of services, (e.g. hiring out of

moveable property)) from the UK that come under the ‘use and enjoyment’ rules and are effectively used and enjoyed outside the UK;

j) making recommendations to you if your business is moving goods from/to Northern Ireland to/from the EU, for example, on completing EC Sales Lists (and Intrastats) if supplying goods from Northern Ireland to VAT-registered businesses in the EU;
k) making recommendations to you if your business is moving goods from/to GB to/from Northern Ireland;
l) [providing you with advice on VAT [Excise Duty] [Customs Duty] [Landfill Tax] [Insurance Premium Tax] [Aggregates Levy] [Climate Change Levy] [Single Use Carrier Bag Charge] [Plastic Packaging Tax];
m) advising on time to pay arrangements or deferral of payment;
n) work required to rectify the position where your software is incompatible with our software; and
o) reviewing your record keeping processes and providing advice on potential improvements thereto to enable compliance with VAT requirements, including digital links for the transfer of data between different software.

9.

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

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

1.4 Changes in the law, in practice or in public policy

1.4.1 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 or public policy or in your circumstances.

1.4.2 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.

1.5 Your responsibilities

1.5.1 You are legally responsible for:

a) keeping all records and documents that are relevant to the completion of your returns;
b) [ensuring your record keeping is compliant with the requirements for the digital recording [and transfer of] data];
c) ensuring that your returns are correct and complete [and in an appropriate digital format and capture the appropriate level of data];
d) filing any returns by the due date; and
e) paying VAT on time.

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

1.5.2 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.

1.5.3 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.

1.5.4 [Where we are keeping your digital accounts records, you are responsible for providing us with the following information required for us to prepare the records:

a) Access to your accounting records
b) Sale invoices
c) Purchase invoices
d) Bank statements
e) Details of bank and cash payments
f) Details of bank and cash receipts
g) Stock and work-in-progress details

We have also agreed that you will provide the following:

a) A record of the amounts owed to the business
b) A record of the amounts owed by the business
c) A list of accruals
d) A list of prepayments
e) Private use adjustments]

1.5.5 To enable us to carry out our work, you agree:

a) that all returns are to be made on the basis of full disclosure;
b) 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;
c) 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 VAT returns as soon as possible after the return period ends;
11.we would ordinarily need a minimum of 14 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 late submission or late payment penalty that may arise; if feasible, we may agree to complete your return within a shorter period but may charge an additional fee so doing; and
e) to inform us that you have made the tax payment based on your calculated return.

1.5.6 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.

1.5.7 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 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 and, in most cases, will not do so.

1.5.8 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.

1.5.9 You are responsible for monitoring your monthly turnover of not only any business covered in this engagement letter but any other businesses that you are involved with 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 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.

TAX INVESTIGATIONS

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. RESPONSIBILITIES AND SCOPE FOR TAX INVESTIGATION SERVICES

1.1.1 If instructed, we will act on your behalf in the matter of the current investigation by HMRC into your tax affairs.

1.1.2 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.

1.1.3 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.]

1.1.4 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.

1.1.5 If specialist advice is required in connection with the investigation, we may need to seek this from, or refer you to, appropriate specialists.

1.1.6 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 HMRC considers that you should still take 'reasonable care' over your tax affairs.

1.2 Your responsibilities

1.2.1 To enable us to carry out our work in relation to the investigation you agree:

1. to keep all records and documents that are relevant to the completion of this engagement;
2. 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, expenditure, allowances, capital transactions and any other relevant facts;
3. to provide full information necessary for dealing with the investigation;
4. to authorise us to communicate with such third parties as may be appropriate, and that we consider necessary to deal with the investigation;

5. 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;
6. to forward to us immediately 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; although HMRC has 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 is not obliged to send us copies of all communications issued to you, and, in most cases, will not do so;
7. 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
8. to notify us immediately of any insurance cover you have for enquiries by HMRC into your tax returns.

UNPROMPTED TAXATION DISCLOSURES

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. RESPONSIBILITIES AND SCOPE FOR UNPROMPTED TAX DISCLOSURES

1.1.1 We will provide taxation advice to you in respect of a voluntary disclosure to HMRC.

1.1.2 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.

1.1.3 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.

1.1.4 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.]

1.1.5 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 1.2 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 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.

1.1.6 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.

1.1.7 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 its 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).

1.1.8 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.

1.1.9 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).

1.2 Your responsibilities

1.2.1 To enable us to carry out our work in relation to the voluntary disclosure you agree:

a) to keep all records and documentation that are relevant to the completion of this engagement;
b) 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, expenditure, allowances, capital transactions and any other relevant facts;
c) to provide full information necessary for dealing with the voluntary disclosure;
d) to authorise us to communicate with such third parties as may be appropriate and that we consider necessary to deal with the voluntary disclosure;
e) 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;
f) to forward to us immediately 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. 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 and, in most cases, will not do so;
g) 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;
h) to notify us immediately of any insurance cover you have for this voluntary disclosure including any queries raised by HMRC following its submission;
i) that to the extent that our advice covers non-UK tax aspects, you must confirm this with an appropriately qualified professional advisor in the relevant territory before any irrevocable action is taken. We would be pleased to liaise with them as appropriate.

SPECIALIST OR AD HOC TAX ADVISORY SERVICES

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1.1 Compliance work

1.1.1 We will provide ad hoc tax advisory services as requested by you from time to time as instructed.

1.1.2 Our services may include telephone conversations, attendance at meetings and written advice, as and when requested by you.

1.1.3 We will not provide any other tax services unless covered by a separate engagement letter or another schedule to this letter.

1.1.4 If additional or specialist expertise is required, we may need to seek this from, or refer you to, a specialist.

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

1.2.1 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.

1.2.2 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

1.3.1 You are responsible for keeping all records and documents that are relevant to the completion of this engagement.

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 your circumstances that could affect the tax advisory services we are providing. If you are unsure whether the change is material, please let us know so that we can assess its significance.

1.3.6 [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 your turnover exceeds the UK VAT registration threshold, and you wish us to assist you in notifying HMRC of your obligation 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 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. The same applies for equivalent non-UK taxes.]

1.3.7 [You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the employment status of your workers and of any contractors who are treated as deemed employees under the off-payroll working rules. 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.]

1.3.8 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 HMRC considers that you should still take ‘reasonable care’ over your tax affairs.

1.3.9 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 has 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 is not obliged to send us copies of communications issued to you and, in most cases, will not do so. You should also keep a note of any telephone communication you have with HMRC’s helplines, including the date and time of the call, and the name of the helpline operator(s).

CLOUD-BASED SERVICES

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. IT SECURITY REQUIREMENTS

1.1 Your responsibilities

1.1.1 To support the delivery of cloud-based services, it is important to ensure that appropriate IT security measures are in place. You are responsible for ensuring this is the case.

1.1.2 You are responsible for:

a) providing us with a list of approved users;
b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
c) ensuring no unauthorised third parties are allowed to access the software;
d) [ensuring the software is not used to provide services to other parties;]
e) ensuring that you have appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code;
f) ensuring unlawful information and content is not transmitted;
g) ensuring that your systems and networks meet the performance requirements;
h) any internet link (e.g. through your internet service provider) to permit you to connect to the service; and
i) compliance with the service providers terms, if applicable.

1.1.3 If any of your staff authorised for access leave or are no longer authorised, [you must remove access using your administrative console] [you are responsible for notifying us to remove any access]. You must give us sufficient notice to be able to make the change on your behalf if you are not able to do this directly.

1.2 Our responsibilities

1.2.1 We are responsible for:

a) ensuring only our authorised staff are provided appropriate levels of access to your cloud-based systems;
b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
c) having appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code; and
d) compliance with the service providers terms, if applicable.

2. CLOUD-BASED ACCOUNTING SOFTWARE

1.3 Provider

1.3.1 The accounting software that will be hosted in the cloud is Quickbooks or Xero. This software and the associated hosting will be supplied by Intuit or Xero.

1.3.2 If you wish to stop this service you must give 30 days' notice in accordance with the supplier's terms.

1.4 Our responsibilities

1.4.1 We will send you an invoice each month for the services provided.

1.4.2 When you stop the service, giving notice as per above we will work with the supplier to obtain a backup of your data as at the end of the notice period.

1.4.3 We are not responsible for any failure to deliver the service due to errors in transmission, internet outages, supplier infrastructure issues or any other failure that results in unavailability of the service. We are also not liable for any loss or corruption of data if you have breached the supplier's terms.

1.4.4 We will notify you of any shortcomings or irregularities that we encounter but we emphasise that we do not take responsibility for identifying these.

1.5 Excluded work

1.5.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will provide other ad hoc services as may be agreed between us from time to time. These will be the subject of a separate engagement letter at our option. 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) assisting you in the selection of specific accounting software relevant to your needs, but the final decision is yours;
b) review of existing software for suitability to your business needs;
c) training for your staff in the use of the accounting software.

1.6 Your responsibilities

1.6.1 You shall pay the fee each month when it is due. If you do not make payment, we will issue a written warning and reserve the right to stop the service until fees due have been paid or an alternative arrangement has been made.

1.6.2 You are responsible for the maintenance of your accounting records.

1.6.3 You are responsible for providing us with the appropriate contractual assurances regarding required consents to process personal data.

1.6.4 You will enter into a Terms of Use and Service Level Agreement regarding uptime availability and the provision of maintenance, support and security services with Intuit or Xero*.* You are responsible for ensuring that the terms are suitable for your requirements. Should you wish to discuss anything in these agreements please contact us prior to entering into the agreement.

3. CLIENT PORTALS

1.7 Client portal

1.8 Our responsibilities

1.8.1 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful access to data in the portal and against accidental loss, destruction of, or damage to, the data.

1.8.2 If you decide to stop using our services, we will disable all user access to your portal [and liaise with you about providing copies of any files that are held within the portal].

1.8.3 At our discretion, we may change how the portal service is offered. We will provide you appropriate notice of any changes that may affect your usage.

1.9 Your responsibilities

1.9.1 You have agreed that [you][your staff] will:

a) control which files are uploaded to the portal;
b) remove files from the portal when they are no longer needed; and
c) not provide access to any third parties.

1.9.2 You must notify us immediately if you if you wish to stop using the services of the firm so that we can disable access in a timely manner.

ACTING AS AN AUTHORISED CORPORATE SERVICE PROVIDER (ACSP) WITH ID VERIFICATION SERVICES

SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business and Schedules under which we agree to file documents for you at Companies House.

1. RESPONSIBILITIES AND SCOPE FOR AN AUTHORISED CORPORATE SERVICE PROVIDER

1.1 Acting as Authorised Corporate Service Provider

1.1.1 In accordance with the requirements of the Economic Crime and Corporate Transparency Act 2023 ('ECCTA') to meet your statutory and regulatory obligations, you are engaging us to provide services as an ACSP to file documents (e.g. statutory accounts, confirmation statement and other necessary documents) at Companies House on your behalf.

1.1.2 You also need assistance in enabling all your directors and any Persons with Significant Control ('PSCs') to verify their identity at Companies House.

1.2 Nature of ACSP Services

1.2.1 We are authorised to act as an ACSP under the ECCTA.

1.2.2 This means that we can file documents (e.g. statutory accounts, confirmation statements and other necessary documents) for you at Companies House on your behalf, provided all directors and PSCs have verified their identities in accordance with the requirements of the ECCTA.

1.2.3 We do not agree to provide any such filing service under this schedule of services but may do so under other schedules of services agreed with you, for example, for the completion and filing of your statutory accounts.

1.2.4 Any agreement to file documents under any other schedule is conditional upon you:

- engaging with us to act as your ACSP and the successful identity verification of any relevant parties; or
- completing identity verification and confirming to us the names of all directors and PSCs (Persons with Significant Control) and providing us with all digital verification codes for them and the company code.

1.2.5 Where instructed, we will, under this schedule, assist you by verifying the identity of your directors and PSCs (both as reported by you to us) by checking their identity in-person based on documentation provided by them. If you instruct us to provide this service, we will require each person whose identity is to be verified to provide us with the necessary personal documentation in line with Company House guidance. We will advise of the personal documentation required.

1.2.6 If the verification is successful, then we will notify Companies House that verification has been successfully completed.

1.2.7 If verification has not been successfully completed, then we will advise you of this and provide you with the details of the GOV.UK One Login web service to enable anyone unable to successfully verify their identity using the online identity verification process to attempt identity verification via that service (as it enables additional evidence to be provided to support identity verification).

1.2.8 If anyone is unable to verify their identity via the online identity verification method and then undertakes verification via the GOV.UK One Login web service, you must provide us with the outcome of such verification process within five working days of the application. We will be unable to act for you as ACSP, nor will we be able to carry out any other services under any other schedules where we are required to file any documentation on your behalf at Companies House unless and until all directors and PSCs have successfully verified their identity and provided us with their Companies House Personal Code.

1.2.9 You agree that, where we are instructed to act in this capacity, you will provide (and ensure that all relevant individuals provide) all documentation, information, and consents required to complete the verification process. We will retain verification records in line with regulatory requirements**.** We will retain records of all attempts to verify an individual's identity (whether successful or not) for seven years from the date of the commencement of the application to verify that person's identity.

1.2.10 We reserve the right to decline to verify an individual's identity or to withdraw from acting as an ACSP where the identity verification standard cannot be met or has not been met.

1.2.11 We reserve the right to report any unsuccessful applications to verify a person's identity to any regulatory or statutory authority.

1.2.12 If requested by Companies House, we must provide more information about identify checks performed.

1.3 **Excluded work**

1.3.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded under this schedule.

1.3.2 We will not accept any responsibility to any third parties for the work performed under this schedule.

1.3.3 We will not audit or otherwise verify the information provided to us by you or by third parties on your behalf beyond our statutory and regulatory requirements in providing this service and will be entitled to assume that it is complete and accurate.

1.4 Changes in the law, in practice or in public policy

1.4.1 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.

1.4.2 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.

1.5 **Your responsibilities**

1.5.1 You will provide us with the following information to enable us to act:

- Name of the Limited Company
- Company number
- Companies House authentication code (this is needed to set the company up on the company secretarial software)
- Details of each Director and PSC of the Company as follows: -
    - Full Name
    - Date of Birth
    - Email Address
    - Home address (including all previous addresses covering the last 12 months)
- Confirmation that you have the consent of each Director and PSC to allow us to contact them to obtain their details so that we may assist you in the identity verification process and that you have their confirmation that they agree that we are not acting for them as individuals but will provide them with the link to enable them to access the digital identity verification process for you
- Details of any new Directors and PSCs within ***14 working*** days of them becoming a Director/PSC along with the details and confirmation referred to in the previous two bullet points above.

1.5.2 You agree to keep us promptly informed of all material changes in circumstances that could affect you in relation to our role as ACSP - this includes but is not limited to, any change in the directors or PSCs in the company and authorise us to report any changes to Companies House or other authorities as required. If you are unsure whether a change should be reported, please contact us for advice.

1.6 Who can benefit from or rely on our work

1.6.1 You will benefit from us carrying out this work and will be entitled to benefit from our work.

1.6.2 No other party is entitled to benefit from our work without our express agreement in writing. No third parties may rely on any work that we carry out or any advice that we give without our express agreement in writing.

1.6.3 You confirm that we do not owe any duty of care to the directors or PSCs in assisting you to comply with the ECCTA requirements relating to the verification of their identities.

1.7 **Who can give us instructions**

1.7.1 We shall be entitled to receive instructions from any person who appears to have authority to act on your behalf (unless you specifically instruct us in writing that only named persons may give us instructions).

1.8 **Who we may contact for information**

1.8.1 You agree that, subject to permission from you, we can contact third parties for information about your affairs and that we may rely on the information that they provide to us and that we shall not be liable for any errors or omissions in that information.

1.8.2 You confirm that we may contact any of the directors or PSCs who you give us details of to assist in the identity verification process and obtain details of the outcome of each identity verification application, and any Companies House Personal Code(s) obtained by each such individual who successfully completes the identity verification process.

1.9 **What we will charge for our work**

1.9.1 We will charge a fee for each attempt made to undertake the specified ACSP services.

1.9.2 If any individuals require assistance beyond identity verification, for example they need assistance in locating lost unique identifier codes, or in completing the GOV.UK verification process, we reserve the right to charge you for that assistance at our usual hourly rates.

TERMS OF BUSINESS

The following terms of business apply to all engagements accepted by LeeP Accountants. All work is carried out under these terms except where changes are expressly agreed in writing.

1. APPLICABLE LAW

1.1 Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by and should be construed in accordance with, English law. Each party agrees that the courts of [England] will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

1.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

2. CLIENT IDENTIFICATION

2.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

2.2 If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations including if you accept or make a high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods you should inform us.

2.3 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 as amended by the 2022 regulations (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

3. COMMISSIONS OR OTHER BENEFITS

4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you.

4. CONFIDENTIALITY

4.1. Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.

4.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

4.3. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.

4.4. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

4.5. We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

4.6. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.

4.7. If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

4.8. This applies in addition to our obligations on data protection in section [7]

6. CONFLICTS OF INTEREST

6.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, unless we are unable to do so because of our confidentiality obligations. [We have safeguards that can be implemented to protect the interests of different clients if a conflict arises.] If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

6.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after our engagement, you agree that we reserve the

right to act for other clients whose interests are or may compete with, or be adverse to, yours subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

7. DATA PROCESSOR

7.1. In this clause [7], the following definitions shall apply:

‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the UK GDPR and any other applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;

‘UK GDPR’ means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; and

‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

7.2. We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

7.3. You shall only disclose client personal data to us where:

a) you have provided the necessary information to the relevant data subjects regarding its use;
b) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

7.4. We shall only process the client personal data:

a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
a) in order to comply with our legal or regulatory obligations; and
b) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects’ own privacy rights. Our privacy notice (available at https://www.leepfinancial.com/privacy-statement/) contains further details as to how we may process client personal data.]

7.5. [For the purpose of providing our services to you, we may disclose the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisers or service providers. The third parties to whom we disclose such personal data may be located outside of the United Kingdom. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.

7.6. We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.

7.7. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

7.8. In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

a) we receive a request, from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or a complaint or any adverse correspondence in respect of our processing of their personal data;
b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Office or any other supervisory authority); or
c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

7.9. Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

8. DISENGAGEMENT

8.1. If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. If we have no contact with you for a period of 3 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

9. ELECTRONIC AND OTHER COMMUNICATION

9.1. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.

9.2. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning

software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.

9.3. Any communication by us with you sent through the postal [or DX] system is deemed to arrive at your postal address two working days after the day the document was sent.

10. FEES AND PAYMENT TERMS

10.1. Our fees may depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk.

10.2. If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon. Indicative hourly charge-out rates are as follows:

Partner	£250
Manager	£100
Assistant	£50

10.3. If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

10.4. In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

10.5. We will bill monthly and our invoices will be due for payment within 7 days of issue. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.

10.6. Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.

10.7. [It is our normal practice to issue ‘Applications for Payment’ when dealing with continuous or recurring work. The payment terms for ‘Applications for Payment’ are the same as for invoiced fees. A VAT invoice will be issued to you upon receipt of your payment.]

10.8. [It is our normal practice to ask clients to pay by monthly direct debit and periodically to adjust the monthly payment by reference to actual billings.]

10.9. We reserve the right to charge interest on late paid invoices at the rate of [8%] above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.

10.10. If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 21 days of receipt, failing which, you will be deemed to have accepted that payment is due.

10.11. If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

11. HELP US TO GIVE YOU THE BEST SERVICE

11.1. We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Polly Lee via Polly@leepaccountants.co.uk

11.2. We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.

11.3. Please note that we accept no liability for delays in the provision of our services where such delays are as a result of HMRC services and access issues.

11.4. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

12. INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME

12.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.

12.2. You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

13. INTERPRETATION

13.1. If any provision of our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

14. INTERNAL DISPUTES WITHIN A CLIENT

14.1. If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the [registered office] [normal place of business] for the attention of the [directors] [partners] [trustees]. If conflicting advice, information or instructions are received from different [directors] [partners] [trustees] in the business, we will refer the matter back [to the board of directors] [the partnership] and take no further action until the [board] [partnership] has agreed the action to be taken.

15. LIEN

15.1. Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

16. LIMITATION OF LIABILITY AND OF THIRD PARTY RIGHTS

16.1. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our breach of contract, negligence, fraud or wilful default.

16.2. We will not be liable if such losses are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

16.3. Where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

16.4. We will not be liable to you for any delay or failure to perform our obligations under the engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

16.5. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisors unless that misrepresentation, fraud or wilful default should have been evident to us without further enquiry.

16.6. If you, or any party on your behalf, fails to provide information to us by the deadlines requested by us, or does not provide us with full and accurate information by those

deadlines, we shall not be responsible for any losses arising as a result of any subsequent failure by us to meet any filing or other dates on your behalf, for example, completion of your accounts, even if the information is provided by you prior to such filing dates.

16.7. We shall not be liable for any losses arising if the advice we provide to you is used by you (or any other party we have agreed may rely on our advice) for any purpose other than that for which the advice is specifically agreed to be provided by us.

16.8. By engaging with us, you agree that any claim arising from this agreement will only be brought against us and not against any of our principals, partners, directors, members, employees, subcontractors, consultants or agents (or former principles, partners, directors).

16.9. The advice and information we provide to you as part of our services is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you that you make available to them.

16.10. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

16.11. You agree to indemnify us (and any persons to whom we have subcontracted work on your behalf) in full in the event that any claim is brought against us (including any claim for negligence) for any loss arising to us as a result of any unauthorised disclosure by you of our advice or work provided to you under this agreement whether in writing or otherwise, or for any disclosure of such work with the removal by you or by any party to whom you have disclosed such work of any disclaimer that we have included within the work (for example, but not limited to, any disclaimer relating to the non-reliance to be placed upon such work as referred to in clause 18.3 above).

16.12. This indemnity will extend to the cost of investigating and defending any such claim, including payment of our fees at our usual hourly rates for any time that we spend for so doing, as well as any costs (including legal costs) at the full indemnity rate.

17. PERIOD OF ENGAGEMENT AND TERMINATION

17.1. Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter, we will not be responsible for periods before that date.

17.2. Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us [or HMRC] with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.

17.3. We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

17.4. In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

18. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

18.1. We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW [including Professional Conduct in Relation to Taxation] and will accept instructions to act for you on this basis. [In particular, you give us the authority to correct errors made by HMRC if we become aware of them.] We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at https://www.icaew.com/regulation

18.2. We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at https://www.frc.org.uk/library/standards-codes-policy/audit-assurance-and-ethics/. We are also required to comply with the Audit Regulations and Guidance which can be accessed at https://www.icaew.com/regulation/working-in-the-regulated-area-of-audit.

18.3. We confirm that we are accredited for the reserved legal activity of non-contentious probate. When conducting probate work, we are required to comply with ICAEW's Probate Regulations which can be accessed at https://www.icaew.com/regulation/reserved-legal-services.

19. QUALITY CONTROL

19.1. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principal[s] [and staff].

19.2. [When dealing with HMRC on your behalf we are required to follow Professional Conduct in Relation to Taxation. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit https://www.gov.uk/government/publications/hmrc-charter. To the best of our abilities, we will ensure that HMRC meets its side of the Charter in its dealings with you.]

20. RELIANCE ON ADVICE

20.1. We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

21. RETENTION OF PAPERS

21.1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you [if requested]. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- with trading or rental income: five years and 10 months after the end of the tax year
- otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- six years from the end of the accounting period.

21.2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than [seven] years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

22. ARTIFICIAL INTELLIGENCE (AI)

22.1. We may use software programmes, Artificial Intelligence ('AI') and internal and external search engines in the performance by us of the services that we provide to you. In engaging with us, you consent to us doing so. We will not do so in a way that will breach any duties of confidentiality that we owe you and we will do so with reasonable skill and care and in accordance with the usual duties owed by professional accountants to their clients.

You accept and consent that our use as set out in this clause can extend to technological developments of AI, research purposes and benchmarking, so long as we do not breach our duties of confidentiality to you.

If you do not wish us to use AI in the services that we provide to you then please let us know immediately by contacting the partner in charge of your matter [or insert a specific contact name]. Please note that refusing to permit our use of AI will almost inevitably give rise to an increase in the costs that we will charge for the work that we carry out.

22.2. In providing services to you, we may use software programmes to assist in the processing of your data. [Such software includes, but is not limited to ……..] We are not liable for any shortfalls in the software that we use.

22.3. In providing services to you, we may use software programmes to assist in the processing of your data. We are not liable for any shortfalls in the software that we use.

22.4. We are not responsible for any failure to deliver our services due to errors in transmission, internet outages, supplier infrastructure issues or any other failure that results in lack of availability of the software programmes or other online services required to enable us to provide you with the services we have agreed to perform. We are also not liable for any loss or corruption of data if you have breached the terms of any supplier of such software programmes (if you are provided with direct access to the programme).

22.5. We may need to share, allow access, or otherwise transfer your personal data with service providers (including AI/software providers) based outside the UK. Where this happens, we will only make transfers that are lawful under the UK GDPR.

That means we will:

- check whether the destination is covered by a UK "adequacy" decision (so data can flow freely); or
- put in place approved safeguards such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses (SCCs), and complete a transfer risk assessment; and
- apply appropriate technical and organisational measures (including encryption) to keep the data secure.

We will tell you, on request, which countries your data may be transferred to and what safeguards are used. You can object to a proposed transfer, but this may affect our ability to deliver the services. Your UK GDPR rights (including access, correction and objection) continue to apply.

23. THE PROVISION OF SERVICES REGULATIONS 2009

23.1. Our professional indemnity insurer is Allianz insurance Plc of Medway Bridge House, 1-8 Fairmeadow, Maidstone, Kent, ME14 1JP. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

24. TIMING OF OUR SERVICES

24.1.1. If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

PART 5 – PRIVACY NOTICE

PRIVACY NOTICE

1. ABOUT US AND THE PURPOSE OF THIS NOTICE

LeeP Accountants Limited (“Accountant”.) "we", “us”, “our” and “ours”) is ***an accountancy and tax advisory firm***. We are registered in England and Wales as a company under number: 09946051 and our registered office is at Unit 3F Aston Business Park, Shrewsbury Avenue, Peterborough, PE2 7EY

This notice will tell you how we look after your personal data, about your privacy rights, and about our compliance with and your protections under Data Protection Legislation.

In this notice “Data Protection Legislation” means any applicable law relating to the processing, privacy, and use of Personal Data, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 and the Data (Use and Access) Act 2025.

For the purpose of the Data Protection Legislation and this notice, we are the ‘data controller’. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

We have appointed a [Data Protection Officer] [Data Protection Manager] [Head of Privacy] [Other as applicable]. Our [Data Protection Officer] [Data Protection Manager] [Head of Privacy] [Other as applicable] is our Data Protection Point of Contact and is responsible for assisting with enquiries in relation to this privacy notice or our treatment of your personal data. Should you wish to contact our Data Protection Point of Contact you can do so using the contact details noted at paragraph 10(Contact Us), below.

2. THE KIND OF INFORMATION WE HOLD ABOUT YOU

The information we hold about you may include the following:

- your personal details (such as your name and/or address);
- details of contact we have had with you in relation to the provision, or the proposed provision, of our services;
- details of any services you have received from us;
- our correspondence and communications with you;
- information about any complaints and enquiries you make to us;

- information from research, surveys, and marketing activities

3. HOW WE MAY COLLECT YOUR PERSONAL DATA

We obtain your personal data directly from you when:

- you request a proposal from us in respect of the services we provide;
- you engage us to provide our services and also during the provision of those services;
- you contact us by email, telephone, post or social media (for example when you have a query about our services);

We may also obtain your personal data indirectly:

- from your employer when it engages us to provide services and also during the provision of those services;
- from third parties and/or publicly available resources (for example, from your employer or from Companies House).

4. HOW WE USE PERSONAL DATA WE HOLD ABOUT YOU

We may process your personal data for purposes necessary for the performance of our contract with you your employer our clients and to comply with our legal obligations. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of our client.

We may also process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for marketing, business development, statistical and management purposes.

Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

Situations in which we will use your personal data

We may use your personal data in order to:

- carry out our obligations arising from any agreements entered into between you your employer our clients and us (which will most usually be for the provision of our services);
- carry out our obligations arising from any agreements entered into between our clients and us (which will most usually be for the provision of our services) where you may be a subcontractor, supplier or customer of our client;

- provide you with information related to our services and our events or seek your thoughts and opinions on the services we provide; and
- notify you about any changes to our services.

In some circumstances we may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case we may use it without further notice to you.

We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

Data retention

We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

When assessing what retention period is appropriate for your personal data, we take into consideration the requirements of our business and the services provided, any statutory or legal obligations and the purposes for which we originally collected the personal data.

Change of purpose

Where we need to use your personal data for a reason, other than the purpose for which we originally collected it, we will only use your personal data where that reason is compatible with the original purpose. If we need to use your data for a new purpose, we will notify you and communicate our legal basis for this new processing.

5. DATA SHARING

We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us, or where we have another legitimate interest in doing so. This may include sharing your personal data with a regulator or to otherwise comply with the law.

“Third parties” includes third-party service providers and other entities within our group the members of our firm’s network. The following activities are carried out by third-party service providers: IT and cloud services, professional advisory services, administration services, marketing services and banking services**.** We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions

We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

6. TRANSFERRING PERSONAL DATA OUTSIDE THE UNITED KINGDOM (UK)

We will transfer the personal data we collect about you to the following country countries : South Africa in order to perform our contract with you.

There are adequacy regulations under the Data Protection Act 2018 in relation to this country these countries therefore it they will be deemed to provide an adequate level of protection for your personal information for the purpose of the Data Protection Legislation.

DATA SECURITY
We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

7. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully.
- Request correction of the personal data that we hold about you.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.

- Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.

If you want to exercise any of the above rights, please email our Data Protection Point of Contact Polly@leepaccountants.co.uk

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee for the administrative costs of complying with the request if your request for access is manifestly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

8. RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please email our Data Protection Point of Contact Polly@leepaccountants.co.uk

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

9. CHANGES TO THIS NOTICE

Any changes we may make to our privacy notice in the future will be provided to you https://www.leepfinancial.com/privacy-statement/

This privacy notice was last updated on 13th April 2026

10. CONTACT US

If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email our *Data Protection Point of Contact* Polly@leepaccountants.co.uk or telephone our *Data Protection Point of Contact* on 01733 699033.

You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

https://ico.org.uk/global/contact-us/contact-us-public/public-advice/
or
Telephone: 0303 123 1113.

The ICO's normal opening hours are Monday to Friday between 9am and 5pm (excluding bank holidays).

Website - Make a complaint about how an organisation has used your personal information | ICO

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