CHARTERED ACCOUNTANTS,
TAX & BUSINESS ADVISERS

Lamont Pridmore

PERSONAL TAX (INDIVIDUAL, SOLE TRADER & COUPLES)

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to act as accountants and advisors with regard to your personal tax affairs, including your sole trader business if applicable, and to clarify our respective responsibilities in respect of that work.

This contract for our services to you was agreed, which also specifies whether the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* (SI 2013/3134) (Consumer Contracts Regulations 2013) apply.

As you fall within the legal definition of a consumer, the location where our contract was made or the communication method used in making the contract may mean that you have a right to cancel our contract within a set cancellation period under the *Consumer Contracts Regulations* 2013. If so, we provided you with a written notice of these rights and the set cancellation period at our meeting.

Because of the requirements of the *Consumer Contracts Regulations* 2013, it is our policy to not commence any work for you until the set cancellation period has expired, or we have received from you your express written agreement for us to start early.

In providing you with this schedule, our standard terms of business and, where applicable, the written notice of your right to cancel, we have complied with the provisions of regulations 9 to 14 and 16 of the *Consumer Contracts Regulations* 2013, as applicable.

Where the contract was agreed at our business premises then cancellation rights given to consumers under the *Consumer Contracts Regulations* 2013 do not apply.

If the firm is licensed or authorised for non-contentious probate services then consequently there is access to the Legal Ombudsman and a relevant Probate Compensation Scheme. If the firm is not licensed or authorised for probate then there is no such access to the Scheme or Ombudsman.

1 Your responsibilities

1.1 You are legally responsible for:

a) ensuring that your self-assessment tax returns and CGT on UK residential property or UK land return, as appropriate, are correct and complete;

b) filing any returns by the due date; and

c) making payment of tax on time. Failure to do this may lead to penalties, surcharges and/or interest.

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

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.

1.2 You authorise us to file your tax return online.

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

(a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;

(b) to provide all information necessary for dealing with 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 keep us informed of any specific conditions that have been imposed on you by HMRC – for example: to provide more detailed accounts or to have a qualified accountant prepare your tax returns and/or certify that they are accurate;

(d) to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs;

(e) to inform us in advance of any planned UK residential property sales and provide us with the information we require such as associated costs and valuations, to ensure that any capital gains tax liability can be calculated and reported to HMRC within 60 days of completion of the disposal. Where you consider that you will be non-UK resident in the tax year of disposal, full details of all UK property disposals, included disposals of shares in property rich companies, must be advised prior to exchange of contracts on any property disposal.

It is your responsibility to pay any capital gains tax due to HMRC by this 60 day deadline; and

(f) to provide us with information in sufficient time for your tax return to be completed and submitted by the due date following the end of the tax year. To do this, we need to receive all relevant information by the date stated. If for any reason we do not receive all relevant information by this date we may, at our discretion and depending on our work capacity, still endeavour to complete your tax return so that it can be submitted on time. We reserve the right to make an additional charge for such rush work and will advise you of the amount prior to carrying out the work.

1.4 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 let us know so that we can assess the significance.

In particular, you may be liable to a 'high income child benefit charge' if, at any time during a tax year, you are entitled to child benefit or you have a partner who is entitled to child benefit. Please note that, for this purpose, 'partner' is wide ranging and includes not only spouses and civil partners (who are not separated) but a person (male or female) with whom you are living together as husband and wife or as civil partners. Where this applies, you will keep us informed of child benefit entitlement amounts and, where applicable, any changes to your relationship status with your partner.

1.5 HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs

1.6 You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC in time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us, if relevant through the form 64-8, it is essential that you let us have copies of any correspondence received from HMRC because HMRC are not obliged to send us copies of all communications issued to you.

1.7 If a sole trader, 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 exceed the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and, as a result, incur a late registration penalty.

1.8 In certain circumstances there can be obligations to register for VAT, or similar turnover taxes, in non-UK countries including the Member States of the European Union. While we may, in some circumstances, be able to assist with questions relating to the VAT systems of non-UK countries and would encourage you to ask us for assistance, all advice in relation to

non-UK tax systems should be confirmed with an appropriate specialist in that country's rules. We will not be responsible for any failure to comply with the tax rules of a non-UK country.

1.9 Where you are importing relevant goods into the EU to be supplied to non-taxable persons (final destination of the goods being within the EU), the OSS can be used by both EU and non-EU established suppliers. If you are importing goods into the EU to be supplied to non-taxable persons but do not or cannot use the OSS then you will probably have to VAT register in the Member State of importation.

1.10 If you are making distance supplies of goods within the EU, e.g. France to Germany (B2C), you can use the Union One Stop Shop (OSS). The non-Union OSS can be used for any services where the place of the supply of the service is in the EU and the supplier is non-EU established (B2C again).

1.11 There may be other circumstances where the Union or non-Union OSS can be used, e.g. domestic supplies of goods by deemed suppliers, but, broadly, If you are not within any of the above, you may need to VAT-register in the Member State in which you make the supply of the goods or services.

1.12 You are also responsible for employment taxes, pensions (including auto-enrolment) and assessment of the employment status of your workers, including domestic staff. If your business is not small, then you are also responsible for assessing the employment status of any contractors providing personal services to your business via intermediaries under the off-payroll working (IR35) rules, as well as being responsible 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.

2 Our responsibilities as accountants

2.1 Where you have a profit or loss share from the accounts of an unincorporated business, the profit from accounts prepared under generally accepted accounting principles may require adjustment to arrive at the profit figure assessed for tax. We will prepare the income tax computations based on the accounts of your business from the accounting records and other information and explanations provided by you. We will advise you as to the adequacy of your records for this purpose.

2.2 Where you have property letting income, we will compute this income and expenditure on a cash or accruals basis as relevant (depending on whether an accruals elections has been made), from the books, accounting records and other information and explanations provided to us by you or by others on your behalf.

2.3 We will prepare your self assessment tax return (including if you have been treated as a deemed employee under the intermediaries or off-payroll working (IR35) rules) together with such supplementary pages that are required from the information and explanations that you provide to us.

2.4 Once we have obtained your evidenced approval, we will submit your returns to HMRC.

2.5 We will either calculate or check HMRC's calculation of your income tax, national insurance contributions (NICs), and any capital gains tax liabilities and tell you how much you should pay and when. We will advise on the interest and penalty implications if tax or NICs are paid late. If appropriate we will initiate repayment claims when tax or NICs have been overpaid.

2.6 Based on information you provide to us, we will calculate the capital gains tax liability on the disposal of any qualifying residential property, and will report this to HMRC, as well as informing you how much you should pay and by when.

2.7 With the exception of tax credits and universal credit (see Schedule **6.10** if relevant) we will advise you on possible claims and elections arising from the tax returns and from information

supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HMRC.

2.8 We will deal with all communications relating to your returns addressed to us by HMRC or passed to us by you. However, if HMRC choose any of your returns for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

2.9 We will check PAYE notices of coding where such notices are forwarded to us and advise accordingly.

2.10 We are able to offer fee protection insurance to cover the cost of our fees arising from HMRC investigations. If you would like further details of this service please let us know.

2.11 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 also provide such other taxation ad hoc advisory services as may be agreed from time to time. These may be the subject of a separate engagement letter. We will discuss and agree our fee for such work when it is commissioned by you. Examples of such work would include:

- advising on the extraction of cash/dividends from your personal service company if you have been treated as a deemed employee under the intermediaries or off-payroll working (IR35) rules;
- advising on ad hoc transactions, for example pre-sale advice on the sale of assets;
- advising on preparing business accounts on the cash basis and/or property letting income and expenditure computation on the accruals basis and helping you to make the requisite election(s);
- advising on making tax digital for income tax self-assessment (MTD ITSA), which requires digital accounting records and the submission of quarterly updates and annual returns to HMRC using compatible software. MTD ITSA is expected to be mandatory from 6 April 2026 for income from self-employment and property;
- advising on whether you should change your business accounting year end to align with the tax year end and if so helping you to make the transition including claiming overlap relief;
- advising on the in-year capital gains tax (CGT) reporting requirements on disposals of UK residential property and, if you are non-UK resident, have 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;
- dealing with any enquiry opened into any of your tax returns by HMRC;
- advising on whether trusts – including any non-taxable trusts – should be registered on HMRC's trust registration service;
- advising on tax credits and universal credit, in effect social security benefit, your entitlement to which depending not only on your own circumstances but also on those of your household, and therefore we would require all relevant information to advise in this area;
- preparing any amended returns that may be required and corresponding with HMRC as necessary; and
- advising on the rules relating to, and assisting with registration for VAT or equivalent non-UK taxes.

2.12 Since 2013, a General Anti-Abuse Rule has been in operation in the UK. This rule enables HMRC to further tackle abusive tax planning schemes. Due to the low probability of eventual success of such schemes and the high ethical standards of this firm, it is our policy not to advise on tax schemes that we consider to be artificial or aggressive in nature. Please let us know if you would like to discuss this matter further or if you feel that you are disadvantaged in any way by the firm's policy on tax avoidance.

2.13 Where specialist advice is required we may need to seek this from or refer you to appropriate specialists.

2.14 If relevant, it is our policy to confirm in writing advice upon which you may wish to rely.

2.15 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.

2.16 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.

You and your spouse/partner if relevant

3.1 We will advise you and your spouse/partner on the basis that you are a family unit. On this basis you both agree that in all matters relating to you or your spouse's/partner's tax and financial affairs we may deal directly with either of you, and we may discuss with either of you the tax liabilities and/or financial affairs of the other. If you wish to make any changes to these arrangements at any time then please let us know.

3.2 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 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.