

6.10 PERSONAL TAX (INCLUDING 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.

As you fall within the legal definition of a consumer, then cancellation rights given to consumers under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* (SI 2013/3134) (Consumer Contracts Regulations 2013) may apply, as detailed in our cover letter.

The firm is not licensed or authorised for non-contentious probate services by the ICAEW and consequently there is not access to the Legal Ombudsman and the ICAEW Probate Compensation Scheme, as detailed in our Standard Terms of Business (schedule 1.01), paragraph 1.4 or section 23.

1 Your responsibilities

1.1 You are legally responsible for:

- a) ensuring that your self assessment tax returns 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 automatic penalties, surcharges and/or interest.

Taxpayers who sign their returns cannot delegate this legal responsibility to others. You agree to check that returns we have prepared for you are complete before you approve and sign them.

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 full information necessary for dealing with your affairs; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- (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; and
- (e) 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. In order that we can do this, we need to receive all relevant information in good time to meet the filing deadline. 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 or not please let us know so that we can assess the significance or otherwise.

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, and 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 to avoid any breakdown in communication.
- 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. The same applies for equivalent non-UK taxes.
- 1.8 You are also responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the tax status of your workers, including domestic staff. 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.

You and your spouse/partner

- 1.9 To enable us to work in your best interests, we shall 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 discuss these matters with either of you. If you are not happy with these arrangements at any time, please let us know.
- 1.10 In order for us to act for you as a family unit, 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.

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 We will prepare your self assessment tax return together with such supplementary schedules that are required from the information and explanations that you provide to us.
- 2.3 Once we have obtained your approval and signature, we will submit your returns to HMRC.
- 2.4 We will either calculate or check HMRC' calculation of your income tax, national insurance contributions, and any capital gains tax liabilities and advise you how much you should pay and when. We will advise on the interest and penalty implications if tax or national insurance contributions are paid late. If appropriate we will initiate repayment claims when tax has been overpaid.
- 2.5 With the exception of tax credits and universal credit we will advise as to possible claims and elections arising from the tax return 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.
- 2.6 We will deal with all communications relating to your return addressed to us by HMRC or passed to us by you. However, if HMRC choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.
- 2.7 We will check PAYE notices of coding where such notices are forwarded to us.

- 2.8 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.
- 2.9 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 ad hoc work would include:
- advising on ad hoc transactions, for example the sale of assets;
 - advising on preparing accounts on the cash basis and helping you to make the requisite election;
 - preparing additional supplementary pages to your tax return and calculating any related liabilities;
 - dealing with any enquiry opened into your tax return by HMRC;
 - 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.
- 2.10 Since 17 July 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.
- 2.11 Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.
- 2.12 If relevant, it is our policy to confirm in writing advice upon which the business may wish to rely.
- You and your spouse/partner***
- 2.13 To enable us to work in your best interests, we shall advise you and your spouse/partner on the basis that you are a family unit.
- 2.14 If a conflict of interest should arise between you, we reserve the right either to cease acting for both of you, or to advise one of you to obtain independent advice.