

SCHEDULE OF SERVICES 3 – CORPORATION TAX

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

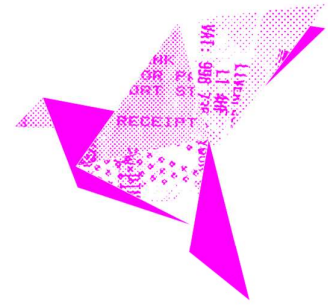
1. RESPONSIBILITIES AND SCOPE FOR CORPORATION TAX SERVICES

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 XBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts in iXBRL via the Government Gateway for tax purposes.
- 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 prepare the company's corporate tax self-assessment (CTSA) return. After obtaining your approval and signature, we will submit it to HM Revenue & Customs (HMRC).
- 1.1.4. 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.
- 1.1.5. 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.
- 1.1.6. 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.
- 1.1.7. The work carried out within this engagement will be in respect of the company's tax affairs. Any work to be carried out for the directors on a personal basis will be set out in a separate letter 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 may 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 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; and
- i) preparing any amended returns which may be required, calculating any related tax liabilities and corresponding with HMRC as necessary.

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 corporation tax obligations, the directors on behalf of the company are legally responsible for:

- a) ensuring that the CTSA return (including XBRL tags and iXBRL file) is correct and complete;
- b) filing any returns by the due date; and
- c) paying tax on time.

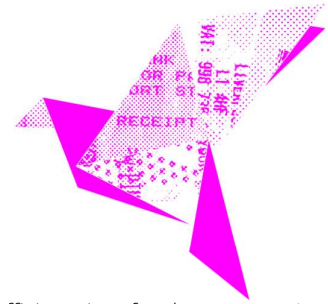
Failure to do any of the above may lead to penalties and/or interest.

1.4.2. The signatory to the return cannot delegate this legal responsibility to others. The signatory agrees to check that returns 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;
- b) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
- 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 by 4 months after the company's 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 of £100 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 they consider 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 have the authority to communicate with us when form 64-8 has been signed and submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of all communications issued to you.
- 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.
- 1.1.1 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.