

Schedule of Services

Recurring accountancy work

Companies

1. We will compile the annual accounts for your approval based on the information, records and explanation supplied by you. Once approved we will submit the financial statements to Companies House on your behalf.
2. We will use reasonable skill and care in the preparation of your accounts but will not be responsible for errors arising from incorrect information supplied by you.
3. We will not be auditing your records and consequently our work will not provide assurance that the accounts are free from material misstatement nor that they give a true and fair view.
4. We will use appropriate software to apply iXBRL tags to items in the accounts as we consider appropriate for the purpose of submission of the accounts to HMRC and Companies House.

Individuals/ partnerships

5. We will prepare your business accounts in accordance with generally accepted accounting practice from the books, records and other information and explanations provided to us on your behalf.
6. We will use appropriate software to apply iXBRL tags to items in the accounts as we consider appropriate for the purpose of submission of the accounts to HMRC.

Recurring tax compliance work

Companies

7. We will prepare your corporate tax returns together with any supplementary pages and computations required from the information and explanations that you provide us. After obtaining your approval, we will submit these returns to HMRC.
8. We will calculate your corporation tax liabilities and tell you how much you should pay and when.
9. We will advise you as to possible tax return related claims and elections arising from information supplied by you.

Individuals and partnerships

10. We will prepare your personal and/or partnership tax returns together with any supplementary pages and computations required from the information and explanations that you provide us. After obtaining your approval, we will submit these returns to HMRC.
11. We will calculate your income tax, national insurance contributions (NIC) and any capital gains tax liabilities and tell you how much you should pay and when.
12. Other than as regards tax credits for individuals (see below) we will advise you as to possible tax return related claims and elections arising from information supplied by you.

VAT

13. We will prepare your quarterly VAT return on the basis of information and explanations supplied by you.
14. We will calculate and advise you how much to pay and when.

Payroll

15. We will prepare your UK payroll for each payroll period to meet UK employment tax requirements. Specifically we will calculate PAYE deductions, both the Employees' and Employer's National Insurance Contributions (NIC) and statutory payments, for example, Statutory Sick Pay and Statutory Maternity Pay. We will then submit the information online to HMRC under Real Time Information ("RTI") for PAYE via a Full Payment Submission ("FPS") and/or an Employer Payment Summary ("EPS").
16. We will prepare a payslip for each employee and a P45 form for each leaver.
17. At the end of each tax year we will prepare form P60 for each employee on the payroll at the end of the tax year and a final FPS or EPS. Once approved, we will also submit these documents.
18. We will submit National Insurance Number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.
19. We will not advise on or submit P11D and P11D(b) forms unless specifically requested by yourself to do so.

Tax credits

20. Tax credits are in effect a social security benefit and your entitlement or otherwise will depend not only on your own circumstances but also those of your household. As we may not be aware of all the relevant circumstances, we specifically exclude advising on tax credits from our engagement with you.

Ad hoc and advisory work

21. Where you have instructed us to do so, we will also provide such other accountancy and taxation ad hoc and advisory services as may be agreed between us from time to time. These will be the subject of a separate fee agreement.
22. Examples of such work include advising on specific transactions, dealing with HMRC investigations, preparing amended returns and accounts.

Your responsibilities

Company accounts

23. The directors are responsible for maintaining proper accounting records and for preparing financial statements which give a true and fair view and are in accordance with the Companies Act 1985. Specifically you agree to keep a record of receipts and payments, reconcile the accounts records to the bank statements on a monthly basis and conduct a stock count at the end of the year if appropriate.

24. You will make available to us, as and when required, all the company's records and related financial information necessary to carry out our work. You must make full disclosure to us of all relevant information. We require all information to be disclosed to us within 3 months of the end of the company's accounting period.
25. A private company is required to file its financial statements at Companies House within 10 months of the year end. The company will be liable to a fine if it fails to do so. We have agreed to act as your agent and to submit the financial statements to Companies House but we accept no responsibility for fines or regulatory action taken against the directors when the financial statements are submitted late.

Sole trader / partnership accounts

26. You are responsible for maintaining proper accounting records. Specifically you agree to keep a record of receipts and payments, to reconcile the accounts records to the bank statements on a monthly basis and to conduct a stock count at the end of the year if appropriate.
27. You will make available to us, as and when required, all the company's records and related financial information necessary to carry out our work. You must make full disclosure to us of all relevant information. We require all information to be disclosed to us within 3 months of the end of the business's accounting period.

Taxation

28. You / the directors are legally responsible for ensuring that your tax returns are correct and complete, filing any returns by the due date and making payments of tax and NIC by the due date.
29. Failure to do this may lead to automatic penalties, surcharges and/or interest. Taxpayers / the return signatory cannot delegate this responsibility to others.
30. To enable us to carry out our work, you / the directors agree that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions. You further agree 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.
31. You also agree to provide us with information in sufficient time for the relevant tax return to be completed and submitted by the due date following the end of the tax period. In order that we can do this, we need to receive all information within the following timescales. For income tax and corporation tax within 3 months of the end of the relevant tax period. Within 14 days of the end of the relevant tax period for VAT. Finally, in respect of payroll information you agree to advise us of any changes in employees, rates of pay or payroll dates at least 10 working days in advance of any given payroll run.
32. Where feasible we may agree to complete your return if the information is provided late but there will be any additional fee for doing so.
33. You / the directors will keep us informed of any material changes in circumstances that could affect your tax liability.
34. You will forward to us all correspondence from HMRC including statements of account, notices of assessment, PAYE coding notices within 14 days of receiving them yourself.

35. You will notify us by the 15th of each month prior to the payroll date of all transactions or events which may need to be reflected in the payroll for the period including details of:
 - 35.1. All new employees (including full names, address, date of birth, national insurance number, passport number) and details of their remuneration packages.
 - 35.2. All leavers, including deaths of employees, and details of termination arrangements.
 - 35.3. All changes to remuneration packages.
 - 35.4. All pension scheme changes.
 - 35.5. Irregular and/or ad hoc payments and the dates to be paid.
36. If you are involved in any business that is not VAT registered you are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT.
37. We shall advise you and your spouse on the basis that you are a family unit. You both agree that in all matters relating to you 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.

Terms and conditions

Applicable law

1. These terms and conditions 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 these terms and conditions.

Changes in law

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

Client identification

4. 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.

Complaints

5. We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service, please contact our managing director, Mr Coates. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, the Institute of Chartered Accountants in England and Wales.

Confidentiality

6. Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. We reserve the right, for the purpose of promotional activity or other business purpose to mention that you are a client.

Conflicts of interest

7. We will inform you if we become aware of any conflict of interest in our relationship with you in our relationship with you and another client. If the conflict is capable of being addressed successfully we will adopt the appropriate safeguards. Where conflicts arise that cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

Data protection

8. We will comply with the provisions of the Data Protection Act 1998 when processing personal data.

Disengagement

9. Should we resign or be requested to resign we will normally confirm this via email to ensure our respective responsibilities are clear.

Electronic and other communication

10. Unless you instruct us otherwise we may communicate with you and third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
11. Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day that the document was sent.

Fees and payment terms

12. Our fees may depend not only on the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide as well as the level of risk.
13. If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that to be the case.
14. We may indicate a fixed fee for the provision of specific services. 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, due to unforeseen circumstances, a fee quote becomes inadequate, we reserve the right to notify you a revised figure and to seek your agreement thereto.
15. If you have arranged your own fee protection in connection with HMRC investigations you will remain liable for our fees whether all or part are liable to be paid by your insurers.
16. We normally quote a fixed fee for annual compliance work and request that it be paid via monthly standing order instalments (“Applications for Payment”) during the period in question.

17. Any invoices that are issued are due for payment immediately. If any invoices are not paid within 14 days of issue we will suspend further services until such time that all outstanding fees are settled.
18. Our fees are exclusive of VAT which will be added where it is appropriate.
19. We reserve the right to charge interest on late paid invoices at the rate of 5% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1988. We also reserve the right to suspend our services or to cease to act for you if payment of fees is unduly delayed.
20. 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 giving us the instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due against the individual nominated to act for you.

Intellectual property rights

21. We retain all copyright in any document prepared by us during the course of carrying out the engagement.

Interpretation

22. If any provision within this document is held to be void, then that provision will be deemed to not form part of this contract.

Lien

23. 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.

Limitation of liability

24. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or willful default.
25. We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to 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 due to a failure to act on our advice or a failure to provide us with relevant information.
26. We will not be liable to you for any delay or failure to perform our obligations under these terms and conditions if the delay or failure is caused by circumstances outside of our reasonable control.
27. 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 willful default on the part of any party to the transaction and their directors, officers, employers, agents or advisers.
28. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorized disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

29. The maximum aggregate limit of our liability shall be 2.5 times the fee charged for the relevant assignment. This shall be the maximum liability of this company, its directors, agents and employees to all persons whom the engagement is addressed to and also any other person that we have agreed with you may rely on our work. By accepting these terms and conditions you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances.

Limitation of third party rights

30. The advice and information we provide to you is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed otherwise. We accept no responsibility to such third parties. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Period of engagement and termination

31. Unless otherwise agreed, the engagement will commence when you communicate your acceptance to us of these terms and we shall not be responsible for any prior periods.
32. Each of us may terminate this agreement by giving one month's notice in writing to the other party except where 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 prior to termination.

Professional rules and statutory obligations

33. We will observe and act in accordance with the bye-laws regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales. In particular you give us the authority to correct errors made by HMRC where 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.

Reliance on advice

34. 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 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.

Retention of papers

35. You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work we may collect information from you and others relevant to your tax affairs. We will return any original documents to you. Retention of documents and records is required for 5 years and 10 months after the end of the tax year in respect of individuals and partnerships with trading or rental income. Otherwise, the time limit for individuals is 22 months after the end of the tax year. Companies should retain documents for 6 years from the end of the relevant accounting period.

36. We will retain any documents in our possession until they become 6 years old. You must tell us if you require the retention of any documents for a longer period.

The Provision of Services Regulations 2009

37. In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage are available on request.

Cancellable Contracts

38. This contract of services may be governed by the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 ("the Regulations"). You should therefore read the following paragraphs.

39. Under the Regulations, you have the right to cancel this contract within 7 days if you wish to do so. This Notice explains how to exercise this right. It also gives you other information which is required by the Regulations.

40. In order to exercise your right to cancel the contract, you need to post or email to us a written cancellation notice that you wish to cancel the contract. You have 7 days in which to serve a cancellation notice commencing with the day you received this document.

41. You should include the following narrative when serving a cancellation notice: "I hereby give notice that I wish to cancel my contract".

Individuals - I confirm that the above terms and conditions fully record the agreement for Coates Franklin Ltd to carry out the work described above.

Name.....Signature.....Date.....

Companies/partnerships – We confirm that the above terms and conditions fully record the agreement for Coates Franklin Ltd to carry out the work described above.

Company/partnership namePosition.....

Name.....Signature.....Date.....