

## **Carpenter Keen LLP**

### **Standard Terms of engagement – Personal Tax**

The purpose of these terms is to set out the basis on which we are to act as your tax agents and advisors and our respective areas of responsibility. These terms should be read with our Standard Terms of Business.

These are general terms of engagement intended to cover a range of services, not all of which may be relevant to a particular engagement. Where we are engaged to provide services which are not included in these standard terms, additional terms will be agreed as appropriate.

You are legally responsible for making a correct return in respect of your annual tax liability, and for payment of your tax on time. It is therefore essential that we, as your agent, are supplied with all relevant information concerning your taxation affairs in good time. Would you please therefore let us have copies of any communications you receive from HM Revenue & Customs (HMRC). Your spouse, if applicable, is legally responsible for his or her own tax affairs and should be dealt with independently. However, if both spouses are clients of the practice and accept the terms you each agree that we can disclose to your spouse such details of your financial affairs as are required to consider your combined tax position.

We are bound by the ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to act on the basis that we will act in accordance with those ethical guidelines.

### **Your Responsibilities - Provision of Information by You**

- i Under the self-assessment regime there are a number of key dates by which returns and payments must be made. Failure to meet the deadlines may result in automatic penalties, surcharges and/or interest.
- ii You are responsible for making correct returns and for payment of tax on time.
- iii To enable us to carry out our work you agree:
  - a to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information as necessary for dealing with your affairs; we will rely on the information and documents being true, correct and complete;
  - b to respond quickly and fully to our requests for information and to other communications from us;
- iv That we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs;
  - a to provide us with information in sufficient time for your tax return to be completed and submitted by 31st January following the end of the tax year. In order to meet this date you agree to provide us with all the relevant information as soon as practical after the end of each tax year.
  - b to forward to us on receipt copies of all HMRC statements of account, PAYE coding notices, notices of assessment, letters and other communications received from HMRC to enable us to deal with them as may be necessary within the statutory time limits;
  - c to keep us informed about any significant changes in your circumstances if they are likely to affect your tax position.

- v We will provide our professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.
- vi If HMRC raise enquiries relating to your personal tax return, we will discuss the position with you and agree with you the basis on which we will deal with such enquiries on your behalf.

We will prepare your tax return in future years under the same conditions as above.

### **Personal Tax Returns**

- vii We will prepare your personal tax return and all supporting schedules as necessary. The first income tax return under self-assessment that we shall be dealing with for you will be agreed with you in advance. You will be responsible for letting us have all the information needed to prepare this form.
- viii We will not be responsible for earlier years. Your previous advisers will deal with outstanding returns, assessments and other matters relating to earlier periods and will agree the position with the tax authorities.
- ix We will forward to you the tax return form and supporting schedules for review and signature. Once you have checked, approved and signed the return, we shall submit it to HMRC and you authorise us to use electronic submission to file the return.
- x We will tell you how much tax and National Insurance (if applicable) you should pay and when. If appropriate we will initiate repayment claims when tax and/or National Insurance has been overpaid.
- xi We will deal with HMRC regarding any amendments required to your return and prepare any amended returns that may be required.
- xii 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.
- xiii 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.

### **General Tax Advice**

We will be happy to help you generally with any matters relating to your taxation affairs. Please advise us in good time of any proposed transactions. Tax legislation changes frequently and we would recommend that you ask us to review any advice already given if a transaction is delayed, or is to be repeated, or if an apparently similar transaction is to be undertaken. It is our policy to confirm in writing advice upon you may wish to rely.

Revised March 2014