

SCHEDULE OF SERVICES – Benefits in Kind

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

(Forms P11D and declaration P11D(b)) and class 1A national insurance contributions (NIC)

Recurring compliance work

1. We will prepare forms P11D as may be required for each employee including directors based on the accounts, information and explanations provided to us on your behalf.
2. We will prepare form P11D(b) to include the class 1A NIC on benefits-in-kind (BiK) and expenses, both on forms P11D and included in payroll.
3. We will submit the forms P11D for any benefits/employees for whom benefits are provided but not payrolled with the form P11D(b) online after the form P11D(b) has been approved in writing by you.
4. We will prepare and send to you the P11D information for you to forward to your employees and directors by the statutory due date of 6 July following the end of the tax year.
5. We will calculate your class 1A NIC liability on the benefits and expenses both returned in forms P11D and included in payroll that you are obliged to pay HMRC by the due date and send payment instructions to you.
6. Ad hoc queries by way of telephone and email enquiries are not routine compliance and may result in additional fees. As indicated below, where appropriate we will aim to discuss and agree additional fees, but it may not always be possible to agree these in advance and we reserve the right to charge you an additional fee for these queries.

Ad hoc and advisory work

7. Where you have instructed 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 services will be subject to the terms of this engagement letter and standard terms and conditions of business unless we decide to issue a separate engagement letter. An additional fee may be charged for these services.

Examples of such work include:

- assisting you with calculating the values for tax and NIC of benefits-in-kind (BiK) provided to employees, including when provided by way of salary sacrifice and other optional remuneration arrangements;
 - dealing with compliance checks or enquiries opened into the BiK returns by HMRC;
 - preparing any amended returns that may be required and corresponding with HMRC as necessary;
 - advising on PAYE settlement agreements and/or approved expenses scale rates; and
 - conducting PAYE and benefits health checks.
8. Where specialist advice is required, we may need to seek this from or refer you to appropriate specialists. We will only do this when instructed by the nominated person.

Changes in the law or public policy and practice

9. 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 public policy and practice or your circumstances.
10. We will accept no liability for losses arising from changes in the law or public policy and practice that are first published after the date on which the advice is given.

Your responsibilities

11. You are legally responsible for:

- (a) ensuring that your declaration on form P11D(b) is true to the best of your knowledge and belief, and therefore that the entries on the related forms P11D and amounts of benefits in kind and expenses in the payroll are correct and complete;
- (b) filing any returns by the due date after the end of the tax year; and
- (c) paying class 1A NIC on time.

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

12. Legal responsibility for approval of the return cannot be delegated to others. The nominated individual agrees to check that the forms that we have prepared for you are complete before they approve them.
13. To enable us to carry out our work you agree:
 - (a) that all returns are to be made on the basis of full disclosure;
 - (b) to provide full information necessary for dealing with your BiK returns; we will rely on the information and documents being true, correct and complete, and will not audit the information or those documents;
 - (c) to notify us within 10 working days after the end of the tax year of all transactions or events that may need to be reflected in the forms P11D for the period, including details of all employees during the year and details of their remuneration packages; and
 - (d) to authorise us to approach such third parties as may be appropriate that we consider necessary to deal with completing the BiK returns.
14. If the information required to complete the BiK returns set out above is received more than 10 working days after the end of the tax year, we will still endeavour to process the information onto the BiK returns to meet the submission date but we will not be liable for any costs or other losses arising if submission is late in these circumstances.
15. Where you wish us to deal with HMRC communications you will forward to us all communications received from HMRC. These must be provided in time to enable us to deal with them as may be necessary within the statutory time limits. It is essential that you let us have copies of any correspondence received because HMRC is not obliged to send us copies of all communications issued to you.
16. **Our services as detailed above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions of business. These are important provisions, which you should read and consider carefully.**