
HANDLEY ROBERTS

COMPANIES

SCHEDULE OF SERVICES

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

Recurring compliance work

1. 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.
2. We will prepare the company's corporate tax self assessment (CTSA) return. After obtaining the approval and signature of an authorised nominated director, we will submit it to HM Revenue & Customs (HMRC).
3. We will tell you how much tax the company should pay and when. If 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.
4. We will inform you if instalment payments of corporation tax are due for an accounting period and the dates they are payable. We will calculate the quarterly instalments which should be made on the basis of information supplied by you by the date agreed.
5. We will advise you as to possible tax return related claims and elections arising from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HMRC.

Ad hoc and advisory work

6. Where you have instructed us to do so, we will also provide such other taxation advisory and ad hoc services as may be agreed between from time to time. These may be the subject of a separate engagement letter, at our option. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you. Examples of such work include:
 - 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; and
 - Dealing with any enquiry opened into the company's tax return by HMRC;
 - Preparing any amended returns which may be required and corresponding with HMRC as necessary.
7. Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

Changes in the law

8. 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.

HANDLEY ROBERTS

9. 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.

Your responsibilities

10. The Directors, on behalf of the company, are legally responsible for:

- (a) Ensuring that the CTSA return is 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.

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 complete before he/she approves and signs them.

11. To enable us to carry out our work the Directors 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 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;
- (c) 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;
- (d) To provide us 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. In order that we can do this we need to receive all relevant information as soon as possible after the end of the Company's accounting period. If we do not receive the information within ten months we cannot guarantee to file the return by the deadline. If the information is not provided within that ten month period this may lead to an additional fee.
- (e) 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
- (f) 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 at least within three months of the end of the relevant accounting period.

12. The Directors 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 or not please let us know so that we can assess the significance.

13. 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

HANDLEY ROBERTS

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.

14. 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.
15. 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 exceeds the VAT registration threshold, and you wish us to assist in notifying HMRC of the Company's liability 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.

Groups and consortia

16. In relation to groups and/or consortia of which your company is or may become a member, and in respect of which you have instructed us to act; we will provide the following additional services
17. Where instructed we will advise on the tax treatment of intra-group payments of dividends, charges and interest.
18. We will advise on the eligibility of companies to make elections in relation to such payments.
19. We will prepare and submit to HMRC elections relating to intra-group payments of dividends, charges and interest.
20. We will deal with all communications relating to elections addressed to us by HMRC.
21. Where instructed, in respect of claims for group and consortium relief:
 - (a) We will advise as required on claims for group and consortium relief and the interaction with other reliefs;
 - (b) We will prepare and submit to HMRC appropriate claims;
 - (c) We will adjust corporation tax computations and returns to reflect the surrender and receipt of group and consortium reliefs; and
 - (d) We will advise on arrangements for payment of tax and the surrender and set-off of tax refunds within the group.
22. Our services as set out 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

13 February 2009