

SCHEDULE E-A

PERSONAL TAX – CAPITAL GAINS TAX 60-DAY RETURNS

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

1. RESPONSIBILITIES AND SCOPE FOR PERSONAL TAX SERVICES

1.1. Compliance work

1.1.1 We will prepare your 60-day Capital Gains Tax (CGT) Return from the information and explanations that you provide to us. After obtaining your evidenced approval, we will submit your return to HM Revenue & Customs (HMRC) (Note: as returns must be submitted within 60 days of sale completion, please see paragraph 1.4 below regarding your responsibilities).

1.1.2 We will calculate your CGT liabilities to be included on your CGT return and tell you how much you should pay and when. We will advise on the interest and penalty implications if tax is paid late.

1.1.3 We will advise you on possible CGT reliefs available from information supplied by you.

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 will 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) preparing and submitting your self assessment tax return;
- b) advising on capital disposals other than those where in-year reporting requirements on disposals of property apply;
- c) advising on ad hoc transactions (for example pre-sale advice on the sale of assets);
- d) property letting income and expenditure computations;
- e) dealing with any enquiry, information request, inspection, compliance check or other intervention into your tax affairs by HMRC;
- f) preparing any amended returns which may be required and corresponding with HMRC as necessary;
- g) advising on the rules relating to and assisting with registration for PAYE and NIC or equivalent non-UK taxes and social security charges;
- h) advising on the rules relating to and assisting with registration for VAT or equivalent non-UK taxes.

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. You are legally responsible for:

- a) keeping all records and documents that are relevant to the completion of your returns;
- b) ensuring that your CGT returns are correct and complete;
- c) filing any returns by the due date; and
- d) paying any tax due on time.

Failure to do any of the above may lead to penalties and/or interest being levied by HMRC.

1.4.2. Legal responsibility for approval of the return cannot be delegated to others. You agree to check that the returns we have prepared for you 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) that all returns are to be made on the basis of full disclosure;
- b) to provide all 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;
- c) to provide full details of all UK residential property disposals including associated costs/valuations prior to exchange of contracts on any property disposal. Where you consider that you will be non-UK resident in the tax year of disposal, full details of all UK property disposals, including disposals of shares in property rich companies, must be advised prior to exchange of contracts on any property disposal. If information is received after this, we cannot guarantee that we can provide advice on the amount of CGT due or submit an in-year return within 60 days after the completion of the disposal;
- d) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your affairs; and
- e) to provide us with information in sufficient time for your tax return to be completed within 60 days of the sale completion; to do this, we need to receive all relevant information within 14 days of completion.

1.4.5. You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material, please tell us so that we can assess its significance.

1.4.6. You will forward to us HMRC correspondence 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 has the authority to communicate with us when a digital handshake is completed, it is still 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.