

Schedule of Professional Services: Benefits in Kind and preparation of P11Ds

The purpose of this schedule to our engagement letter is to set out the basis on which we are to assist you in completing the year-end forms required by HM Revenue & Customs (HMRC) for any employees that have received benefits from you.

1 Your responsibilities

1.1.

You agree to provide us with complete and accurate details of all benefits for the tax year (i.e. 6 April to 5 April) within 30 days of the end of the tax year. Where information is not provided within this timeframe, we are not responsible for penalties charged by HMRC.

1.2.

You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC has the authority to 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 communications issued to you and, in most cases, will not do so.

2 Our responsibilities

2.1.

We will prepare forms P11D as may be required for each employee from the records, information, and explanations that we are provided with. We will submit the P11Ds together with the P11D(b) form after these have been approved by you.

2.2.

The approver of the return cannot delegate this legal responsibility to others. The approver agrees to check that the forms that we have prepared for you are correct and complete before approving them. 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.

2.3.

We will send you the P11D information for you to forward on to your employees and directors by the statutory due date.

2.4.

We will calculate and advise you of your Class 1A NIC liability in time for you to make payment to HMRC before the due date.

3 Limitation of liability

We have discussed with you the extent of our liability to you in respect of the professional services described within this engagement letter (the professional services). Having considered both your circumstances and our own, we have reached a mutual agreement that £1 million represents a fair maximum limit to our liability.

In reaching this agreement it is also agreed that:

- In the event of any claim for loss or damage arising from the professional services, you have agreed that the sum of £1 million represents the maximum total liability to you in respect of the firm, its principles, and staff. This maximum total liability applies to any and all claims made on any basis and therefore includes any claims in respect of breaches of contract, tort (including negligence) or otherwise in respect of the professional services and shall also include interest; and
- We confirm that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its principles, or employees.

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