



SCHEDULE 2A

TAXATION – COMPANIES

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

1 RESPONSIBILITIES AND SCOPE FOR CORPORATION TAX SERVICES

1.1 Recurring compliance work

1.1.1 Unless you provide us with pre-tagged accounts then:-

(a) for the purpose of the delivery of the company's tax return, we will use commercial software to apply iXBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts in iXBRL via the relevant official gateway for tax purposes;

(b) we will, to the extent we consider necessary, manually amend or apply tags if the software has not applied automatic tagging or if we consider any automatic tagging to have been inappropriate; and

(c) we will provide you with detailed information about the tagging applied for your approval if requested to do so.

1.1.2 We will prepare the company's corporation tax self assessment (CTSA) return. After obtaining your evidenced approval and signature, we will submit it to HMRC.

1.1.3 We shall not accept liability for any financial penalty or loss or other damage arising from any rejection of the iXBRL return by HMRC or otherwise as a result of incorrect or inappropriate tagging where you have provided us with pre-tagged accounts.

1.1.4 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.

1.1.5 We will tell you how much tax the company should pay and when. Where 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.

1.1.6 If applicable, we will inform you if instalment payments of corporation tax are due for an accounting period, and the dates they are payable. By the date agreed, we will calculate the quarterly instalments which should be made on the basis of information supplied by

you.

1.1.7 We will advise you on possible tax-return-related claims and elections arising from information supplied by you. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.

1.1.8 The work carried out under this schedule 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 separate schedules.

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 services will be subject to the terms of this engagement letter and terms of business unless we decide to issue a separate engagement letter. An additional fee may be charged for these services. Examples of such work that you may wish to instruct us to undertake include:-

(a) advising you on ad hoc transactions (for example pre-transaction advice on the sale or purchase of assets), and queries (including telephone conversations), preparing and submitting information in the relevant format to HMRC and calculating any related tax liabilities;

(b) advising on double tax relief if appropriate;

(c) 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;

(d) advising you on and preparing enhanced expenditure claims and reliefs, including those relating to research and development;

(e) advising you on, and preparing analyses of, expenditure and detailed capital allowance claims for renovation of buildings;

(f) preparation and submission of a corporate interest restriction return;

(g) assistance with country-by-country reporting notifications, senior accounting officer reporting obligations, and the company tax strategy document;

(h) dealing with any enquiry, information request, inspection, compliance check or other intervention opened into the company's corporate tax affairs by HMRC;

(i) preparing any amended returns which may be required, calculating any related tax liabilities and corresponding with HMRC as necessary;

(j) helping you determine deemed employment status under IR35 rules for work undertaken for clients by the company;

(k) where deemed employment status under the IR35 rules applies to work undertaken

for clients by the company, calculating the deemed employment payment and accounting through payroll to HMRC for the tax and NIC etc;

- (l) where the off-payroll working rules apply and your company pays deemed employees' personal service companies, accounting via payroll for tax and NIC etc on the payments;
- (m) where you have contractors working for you via their own personal service companies, helping you to determine whether you are "small" under the off-payroll working rules and, if you are large or medium sized, helping you to determine the deemed employment status of those contractors and assist you in preparing employment status determination statements to give to labour supply agencies and those contractors; and
- (n) advising you on Annual Tax on Enveloped Dwellings (ATED) and preparing ATED returns.

1.3 Your responsibilities

1.3.1 In addition to your responsibilities as set out in the terms of business, to enable us to carry out our work you agree:-

- (a) to provide us, unless we have agreed to tag the accounts on your behalf, with approved accounts for the company prepared by you or by others in an iXBRL format; you accept full responsibility for the existence, accuracy, consistency and completeness of iXBRL tagging within the accounts; we will not carry out any procedures to check the existence, accuracy, consistency and completeness of the iXBRL file;
- (b) 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
- (c) 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 within three months of the end of the relevant accounting period.

1.4 Groups and consortia

1.4.1 In relation to any groups and consortia of which your company may be a member, unless the group companies are listed on the engagement letter, our services do not extend to the provision of any taxation advisory services to the company concerning group-related taxation matters.

1.4.2 In respect of any groups and consortia for which you have instructed us to act, if instructed, we can provide the following additional services. These services will be subject to the terms of this engagement letter and terms of business unless we decide to issue a separate engagement letter. An additional fee may be charged for these services:-

- (a) advising on the tax treatment of intra-group payments of dividends, interest and royalties and similar liabilities;

(b) in respect of dividends, interest, and royalties received, advising on the applicability of the relevant double-tax treaty to the withholding tax rate, and assisting with obtaining a UK certificate of tax residence. For dividends, if relevant, making any necessary election to tax the dividends in the UK in order to obtain treaty relief; and

(c) dealing with communications relating to elections addressed to us by HMRC.

1.4.3 If instructed, in respect of claims for group and consortium relief, we can:-

(a) advise as required on claims for group and consortium relief and the interaction with other reliefs;

(b) prepare and submit to HMRC appropriate claims;

(c) adjust corporation tax computations and returns to reflect the surrender and receipt of group and consortium reliefs;

(d) prepare and submit to HMRC necessary documentation regarding the allocation of losses via group relief and the annual loss allowance;

(e) advise on arrangements for the payment of tax and the surrender and set-off of tax refunds within the group; and

(f) advise on claiming eligible unrelieved foreign tax (EUFT) or the surrender of any amount of EUFT.

1.4.4 If instructed, in respect of intragroup payments of interest, we can:-

(a) advise on withholding tax obligations;

(b) for cross-border payments, prepare and submit to HMRC applications to account for no or a reduced amount of withholding tax under the EU Interest and Royalty directive and double-tax treaties, as applicable;

(c) where withholding tax is due, complete form CT61 and advise on payment; and

(d) adjust corporation tax computations and returns to reflect interest payments and associated withholding tax, if any.

1.4.5 If instructed, in respect of intragroup payments of royalties and similar liabilities, we can:-

(a) advise on withholding tax obligations;

(b) where withholding tax is due, complete form CT61 and advise on payment; and

(c) adjust corporation tax computations and returns to reflect royalty and similar payments and associated withholding tax, if any, and make such additional disclosures in form CT600-H as are appropriate.

1.5 Your additional responsibilities if you are a parent company

1.5.1 If a parent company is required to prepare both individual and group accounts and it is

required to file both of these as part of its online company tax return, you accept full responsibility for the existence, accuracy, consistency and completeness of iXBRL tagging within the accounts and to file the individual accounts as an iXBRL document with the relevant iXBRL tags embedded.

- 1.5.2 Where applicable, we will need to be authorised to contact other group member accountants to ensure that all necessary information and explanations are available. It is the responsibility of the parent company directors to ensure that such information and explanations are correct and complete.

1.6 Limitation of liability

- 1.6.1 Our services as detailed above are subject to the limitations on our liability set out in the engagement letter. These are important provisions, which you should read and consider carefully.