



## **SCHEDULE 5F**

### **BENEFITS-IN-KIND AND P11D SERVICES**

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

#### **1 RESPONSIBILITIES AND SCOPE FOR BENEFITS-IN-KIND AND P11D SERVICES**

##### **1.1 Recurring compliance work**

- 1.1.1 We will prepare form P11D as may be required for each employee, including directors, based on the accounts, information and explanations provided to us on your behalf.
- 1.1.2 We will prepare form P11D(b) to include the Class 1A NIC on benefits-in-kind and expenses, both on forms P11D and included in payroll.
- 1.1.3 We will submit the form P11D for any employees for whom benefits are provided but not payrollled with the form P11D(b) after the form P11D(b) has been approved by you.
- 1.1.4 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.
- 1.1.5 We will calculate your Class 1A NIC liability on the benefits and expenses both returned in form P11D and included in payroll that you are obliged to pay HMRC by the due date, and send payment instructions to 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 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) assisting you with calculating the values for tax and NIC of benefits-in-kind provided to employees, including when provided by way of salary sacrifice and other optional remuneration arrangements;
  - (b) dealing with any compliance check or enquiry by HMRC into the benefits-in-kind returns submitted;

- (c) preparing any amended returns which may be required and corresponding with HMRC as necessary;
- (d) advising on PAYE settlement agreements and/or approved expenses scale rates;
- (e) advising you on Employment Related Securities (ERS) and preparing ERS returns; and
- (f) conducting PAYE and benefits and expenses health checks.

### **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 notify us within 28 working days after the end of the tax year of all transactions or events which 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;
- (b) to authorise us to approach such third parties as may be appropriate that we consider necessary to deal with completing the benefits-in-kind returns; and
- (c) to approve the returns within five working days of them being sent to you (or by 3 July if this is sooner) so they can be submitted on or before the filing deadline of 6 July after the end of the tax year.

If we do not hear from you by the above deadline, subject to any other agreement between us, we will take your silence as your approval for us to submit the returns.

### **1.4 Limitation of liability**

1.4.1 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.