

## **401 PREPARATION OF PARTNERSHIP TAX RETURN**

### **SCHEDULE OF SERVICES**

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

#### **PREPARATION OF PARTNERSHIP TAX RETURN**

##### **1.0 RESPONSIBILITIES AND SCOPE FOR PREPARATION OF PARTNERSHIP TAX RETURN**

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

- 1.1.1 We will prepare the Partnership self assessment tax returns together with any supplementary pages required from the information and explanations that the Partnership provides to us. After obtaining the approval of one of the Partners nominated to deal with the Partnership's tax affairs we will submit these to HM Revenue & Customs (HMRC).
- 1.1.2 We will prepare the Partnership business accounts in accordance with generally accepted accounting practice from the books, accounting records and other information and explanations provided to us by you and/or by others on your behalf.
- 1.1.3 We will prepare the income tax and capital gains tax computations based on the Partnership's business accounts for inclusion in the Partnership tax return.
- 1.1.4 If instructed we will provide each partner or their agent with details of the partner's allocations from the return to enable partners to fill in their self assessment tax returns.
- 1.1.5 We will advise you as to possible tax return related claims and elections arising from information supplied by the Partnership. Where instructed by you we will make such claims and elections in the form and manner required by HMRC.

##### **1.2 Ad hoc and advisory work**

- 1.2.1 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 us 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:
  - Dealing with any enquiry opened into the Partnership tax return by HMRC: and
  - Preparing any amended returns which may be required and corresponding with HMRC as necessary.
- 1.2.2 Where specialist advice in certain areas is required on occasions we may need to seek this from or refer you to appropriate specialists.

##### **1.3 Changes in the law**

- 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 or your circumstances.

1.3.2 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.

## **1.4 Your responsibilities**

1.4.1 The Partners are legally responsible for:

- a) ensuring that the Partnership self assessment tax returns are 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 and/or interest.

Taxpayers who approve their returns cannot delegate this legal responsibility to others. The Nominated Partner agrees to check that returns and partnership statements we have prepared for the Partnership are complete before you approve them.

1.4.2 To enable us to carry out our work you 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 all information necessary for dealing with the Partnership 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 Partnership affairs: and
- d) to provide us with information in sufficient time for the Partnership tax 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 after the tax year end as possible.

1.4.3 You will keep us informed of material changes in circumstances that could affect the tax liabilities of the partners including, by way of example, changes in the partners in the Partnership. If you are unsure whether the change is material or not please let us know so that we can assess its significance.

1.4.4 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 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.

1.4.5 The work carried out within this engagement will be in respect of the Partnership's tax affairs. Any work to be carried out for the individual partners will be set out in a separate letter of engagement.