

SCHEDULE N UNPROMPTED TAXATION DISCLOSURES

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

1. RESPONSIBILITIES AND SCOPE FOR UNPROMPTED TAX DISCLOSURES

- 1.1.1 We will provide taxation advice to you in respect of a voluntary disclosure to HMRC.
- 1.1.2 Where required, we will prepare a report on your behalf giving full disclosure of your UK taxation affairs and, once it is agreed by you, submit it to HMRC on your behalf. We may also use HMRC's online Digital Disclosure Service to:
- register you for an appropriate disclosure facility after you agree to that approach; and
 - submit information to HMRC relating to your disclosure, once it is agreed by you.
- 1.1.3 We will negotiate with HMRC on any issue relating to taxation, interest and penalties with the aim of settling your United Kingdom taxation affairs. The outcome of some income tax disclosures may be related to or impact on claims to tax credits and universal credit. We will not address the tax credits and universal credit issues unless we explicitly agree to do so.
- 1.1.4 We must make it clear that if at any time we consider that:
- you are not cooperating with us and answering our enquiries fully and frankly; or
 - you do not fulfil your responsibilities as per 1.2 below; or
 - you are unwilling to make full disclosure or you refuse to do so;
- then we will immediately cease to act and inform HMRC of that fact (albeit not the reasons for ceasing to act). In that event, any fees you have already paid will not be reimbursed and you will remain liable for any unbilled costs.
- 1.1.5 As part of the disclosure, either we (on your behalf) or HMRC may propose alternative dispute resolution to resolve matters. In such cases, we will negotiate on your behalf as part of this process. However, if the mediation is not successful and the case continues, the terms set out in this engagement letter will continue to apply to all work carried out on your behalf following the mediation.
- 1.1.6 We will, if instructed by you on a case-by-case basis:
- make appeals to HMRC against assessments and/or determinations of taxation and/or penalties issued by HMRC during the course of our work. These appeals may include requests for the collection of the amount assessed/determined to be postponed pending full resolution of the enquiry/investigation. We cannot guarantee that HMRC will accept the appeal and/or postponement application;
 - request HMRC undertake an internal review of their decision(s) and make representations to the review officer;
 - make representations to HMRC on your behalf if HMRC indicates it intends to publish your details (eg as a deliberate defaulter).
- 1.1.7 Where specialist advice is required in connection with the voluntary disclosure, we may need to seek this from or refer you to appropriate specialists and/or tax counsel. We will only do this when instructed by you.

1.1.8 Where you request us to advise on ancillary matters connected with the disclosure to HMRC, we will confirm your instruction in this regard in writing and, if appropriate, issue to you a separate engagement letter to cover these ancillary matters. Where it is not appropriate to issue a separate engagement letter, we will carry out this additional advice under the terms of this engagement letter (although we reserve the right to charge an additional fee).

1.2 Your responsibilities

- 1.2.1 To enable us to carry out our work in relation to the voluntary disclosure you agree:
- a) that all information and documentation to be given to HMRC in the course of the voluntary disclosure is to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
 - b) to provide full information necessary for dealing with the voluntary disclosure;
 - c) to authorise us to communicate with such third parties as may be appropriate and that we consider necessary to deal with the voluntary disclosure;
 - d) to provide information promptly to enable us to deal with the voluntary disclosure expeditiously and to act in your interests in order to qualify for such reduction as may be appropriate for the cause of the error and the level of disclosure if there are tax liabilities or penalties for earlier years;
 - e) to forward to us immediately on receipt copies of all HMRC correspondence, statements of account, PAYE coding notices, notices of assessment, letters and other communications received from HMRC as may be relevant to the voluntary disclosure to enable us to deal with them as may be necessary. It is 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 and, in most cases, will not do so.
 - f) to keep us informed about significant changes in your circumstances if they are likely to affect the outcome of the voluntary disclosure. If you are unsure whether the change is material or not, please let us know so that we can assess its significance or otherwise;
 - g) to notify us immediately of any insurance cover you have for this voluntary disclosure including any queries raised by HMRC following its submission.
 - h) To the extent that our advice covers non-UK tax aspects, you must confirm this with an appropriately qualified professional adviser in the relevant territory before any irrevocable action is taken. We would be pleased to liaise with them as appropriate.