

STANDARD TERMS AND CONDITIONS OF BUSINESS

These terms and conditions should be read alongside the privacy notice and, if applicable, the schedule of services.

Terms & Conditions Overview

These terms and conditions should be read alongside our privacy notice and, if applicable, the schedule of services.

1. **Applicable Law**

This engagement letter, schedule of services, and standard terms are governed by the law of England and Wales, with exclusive jurisdiction in the courts of England and Wales. Both parties irrevocably waive any objections to the venue or jurisdiction of those courts.

2. **Client Identification and Verification**

We are required by UK anti-money laundering laws to identify and verify clients before beginning any work. This may include requesting identification documents or conducting checks using verification software and other databases.

3. **Complaints**

We are committed to providing high-quality service. Should you want to provide any feedback or raise a complaint, please contact Phillip Ratcliffe. We agree to look into any complaint carefully and promptly and do everything reasonable to try and resolve it. If you are still not satisfied you can refer your complaint to our professional body, The Association of Accounting Technicians.

4. **Confidentiality**

All communications between us are confidential. We will not disclose information without your consent unless required by law, as set out in our privacy notice. If we subcontract any work, those subcontractors will be bound by confidentiality agreements.

5. **Conflicts of Interest**

In the event of a conflict of interest, we will implement appropriate safeguards to protect your interests. If the conflict cannot be managed, then we regret that we may be unable to provide services and will notify you promptly. We reserve the right to act for other clients whose interests do not conflict with yours.

6. **Data Protection**

We will handle your data in accordance with our privacy notice.

7. **Proceeds of Crime Act and Money Laundering Regulations**

In line with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007, you waive confidentiality regarding any report made to the Serious Organised Crime Agency (SOCA).

- a. You acknowledge that we are required by s 330 of the Proceeds of Crime Act 2002 to report directly to SOCA without prior reference to you or your representatives if during the course of undertaking any assignment the

person undertaking the role of Money Laundering Reporting Officer has reasonable cause to suspect that any person is involved in money laundering. We would commit the criminal offence of tipping off under s. 333 of the Proceeds of Crime Act if we were to inform you that a report had been made.

- b. In consequence, neither the firms' directors nor staff may enter into any correspondence or discussions with you regarding such matters.
- c. The offence of money laundering is defined by s. 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit. This definition is very wide and would include such crimes as deliberate tax evasion, deliberate failure to inform the tax authorities of known underpayments or excessive repayments, fraudulent claiming of benefits or grants, or obtaining a contract through bribery.
- d. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.
- e. Copies of such records will be maintained by us for a period of at least five years after we cease to act for you or your business.

8. Disengagement

If we resign or have no contact for 60 days or more, we may issue a disengagement letter and cease to act. We also reserve the right to destroy any documents not returned to you after six months, unless other laws or regulations require retention.

9. Electronic Communication

We will primarily communicate with you via electronic means (email, text message, or other digital platforms) unless you instruct us otherwise. While we strive to ensure that all communications are secure and reliable, please be aware of the following risks associated with electronic communication:

a. Security Risks

Electronic communications carry inherent risks, including, but not limited to, the possibility of non-receipt, delayed delivery, or interception by unauthorized third parties. While we take steps to minimize these risks by using encryption and virus protection software, we cannot guarantee that these measures will be foolproof.

b. Responsibility for Checking Communication

It is your responsibility to ensure that you regularly check and monitor the email address or digital platform you have provided to us. Any delay or failure in receiving communications due to incorrect or outdated contact details is not our responsibility. You should inform us promptly if you suspect that there has been an issue with the delivery of our communications.

c. Non-Receipt or Interception

We cannot guarantee that emails or other forms of digital communication will be received in a timely manner, or at all, due to issues beyond our control, such as technical failures or filtering by your email

service provider. In addition, despite our efforts to secure communication, there is always a possibility that emails or messages could be intercepted or accessed by unauthorized parties. If this is a concern, please let us know so that we can explore alternative means of communication.

d. **Confidentiality and Privacy**

While we make every effort to ensure that our communications remain private and confidential, electronic communications may not be completely secure. If you are concerned about confidentiality, you are welcome to request alternative communication methods (e.g., written letters, secure portals) to ensure that sensitive information remains protected.

e. **Electronic Signatures**

By agreeing to communicate electronically, you consent to the use of electronic signatures on documents, where applicable. We will consider an electronically signed document to be legally valid and binding. If you prefer to use a traditional physical signature or require hard copies, please inform us, and we will accommodate your preference.

f. **Reliance on Email and Other Platforms**

We rely on the assumption that communications sent via email or other electronic platforms will be considered as received by you when transmitted to the email address or digital contact details provided. If you do not acknowledge receipt of an email or message within a reasonable timeframe, we may follow up to ensure you received the communication.

g. **No Liability for Technical Failures**

While we make every reasonable effort to avoid technical issues, we cannot be held liable for any delay or loss that occurs due to system failures, internet outages, or other technical malfunctions affecting the delivery or receipt of electronic communications. If you have any concerns about using electronic methods, please notify us immediately.

h. **Opting Out or Switching Communication Methods**

If at any time you prefer to communicate by traditional mail or another method of your choosing, please inform us in writing, and we will adjust our communication practices accordingly.

10. Fees and Payment Terms

a. **Fee Structure**

We may provide an estimate of fees, but these are guidelines and subject to change. Fixed fees may be offered for specific services, but adjustments may be necessary if the scope changes.

b. **Additional Costs**

Fees do not include third-party costs or disbursements (e.g., travel, printing), which will be passed on to you. All fees are exclusive of VAT, which will be added at the prevailing rate.

c. **Invoicing and Payment**

Invoices are issued regularly, typically monthly, detailing services and costs. Payment is due upon receipt, unless otherwise agreed. Late payments may incur interest at 8% above the Bank of England base rate.

d. **Third-Party Payment**

If a third party (e.g., insurer) is covering some fees, you are still responsible for full payment. Notify us if you have insurance or other assistance to cover costs.

e. **Disputed Invoices**

Disputes must be raised within 21 days of receiving the invoice. After that, the invoice will be considered accepted.

f. **Termination and Final Fees**

If our engagement ends, we reserve the right to charge for work completed up to that point. Final fees, disbursements, and costs will be due immediately.

g. **Currency**

Fees are charged in GBP (£), unless agreed otherwise. If paid in another currency, conversion fees are your responsibility.

h. **Advance Payments**

We may request an advance payment or retainer for certain work, which will be applied to final fees.

11. **Implementation**

We will only assist with implementing our advice if explicitly instructed in writing.

12. **Intellectual Property Rights**

We retain copyright over any documents we prepare during the engagement unless otherwise agreed.

13. **Interpretation**

If any provision is found to be void, it will not affect the rest of the agreement. In case of a conflict between the terms of this document and the engagement letter, the engagement letter will take precedence.

14. **Internal Disputes within a Client**

In case of a dispute between the parties within your organisation, we will not provide services or information to one party without consent from all relevant parties. We will refer conflicting instructions back to the board or governing body of the organisation.

15. **Investment Advice**

Investment advice is regulated by the Financial Services and Markets Act 2000. If you require such advice, we may refer you to a Financial Conduct Authority-authorized third party, as we are not licensed to provide such advice.

16. **Lien**

We reserve the right to exercise a lien over funds, documents, and records in our possession until all fees are paid.

17. **Limitation of Liability**

Our liability is limited to losses caused by negligence, fraud, or wilful default. We are not responsible for losses resulting from the actions of third parties or for incomplete or inaccurate information provided by you.

18. **Exclusion of Liability**

We are not liable for loss caused by circumstances beyond our control or for any errors in advice resulting from non-disclosure or misrepresentation of material information.

19. Indemnity

You agree to indemnify us against any claims arising from unauthorised disclosure of our advice or opinions.

20. Third-Party Rights

Advice and information provided are for your sole use unless specifically stated otherwise. We accept no responsibility to third parties receiving our work indirectly.

21. Period of Engagement and Termination

Either party may terminate this agreement with 21 days' written notice. We may terminate immediately if you fail to cooperate or provide misleading information. Upon termination, we will agree on arrangements for work in progress, subject to legal or regulatory obligations.

22. Professional Body Rules

We will comply with the byelaws, regulations, and ethical guidelines of the Association of Accounting Technicians. You are responsible for informing us of any errors or omissions in your returns after submission. We will also comply with anti-avoidance rules and general ethical standards.

23. Reliance on Advice

Oral advice must be confirmed in writing to be relied upon. Any oral advice given is only valid at the date it is given.

24. Retention of Papers

You are legally required to retain documents and records relevant to your tax affairs. We will return any original documents to you during our work. If we cease to act for you, we will agree on cloud-accounting access, which may require direct engagement with software providers at your cost.

Documents must be retained as follows:

- **Individuals, trustees, partnerships:**
 - With trading/rental income: 5 years, 10 months after the tax year.
 - Otherwise: 22 months after the tax year.
- **Companies, LLPs, other entities:** 6 years after the accounting period.

We may destroy documents older than 7 years unless you request their return or longer retention. You should keep documents sent to you by us, as outlined in the privacy notice.

25. Professional Indemnity Insurance

We hold professional indemnity insurance as required by our professional body. Details are available on request.

PRIVACY NOTICE issued by *South East Bookkeeping*

Introduction

South East Bookkeeping is a data controller under the GDPR and processes personal data. Our contact details are: pr@southeastbookkeeping.co.uk, 01227 831 676. We may update this privacy notice and will notify you of any changes. Where we act as a data processor, we will provide additional information as part of the agreement. . That additional schedule should be read in conjunction with this privacy notice.

Clarification of Personal Data

- Personal data refers to any information that can identify an individual directly or indirectly, such as name, contact details, financial information, and identifiers like job title or national insurance number.
- It also includes data from third-party sources like HMRC, Companies House, and your accounts software provider.

Purpose of Processing

We process personal data for:

- Providing professional services and managing accounts
- Complying with legal obligations (e.g., MLR 2017)
- Fulfilling professional duties as an AAT member
- Investigating and defending complaints or legal actions
- Invoicing and handling fee disputes
- Personalizing and tailoring services
- Communicating and responding to queries
- Administrative, IT, and other third-party services
- Personal data is used based on consent, contractual necessity, or legitimate interests.

Your Rights

You have several rights regarding your personal data:

- **Access:** You can request a copy of your data (SAR). You will need to include the below details for us to verify your identity and complete your request
 - your date of birth
 - previous or other name(s) you have used
 - your previous addresses in the past five years

- personal reference number(s) that we may have given you, for example your national insurance number, your tax reference number or your VAT registration number
- what type of information you want to know

If you do not have a national insurance number, you must send a copy of:

- the back page of your passport or a copy of your driving licence; and
- a recent utility bill.

DPA 2018 requires that we comply with a SAR promptly and in any event within one month of receipt. There are, however, some circumstances in which the law allows us to refuse to provide access to personal data in response to a SAR (eg if you have previously made a similar request and there has been little or no change to the data since we complied with the original request).

You can ask someone else to request information on your behalf – for example, a friend, relative or solicitor. We must have your authority to respond to a SAR made on your behalf. You can provide such authority by signing a letter which states that you authorise the person concerned to write to us for information about you, and/or receive our reply.

Where you are a data controller and we act for you as a data processor (e.g. by processing payroll), we will assist you with SARs on the same basis as is set out above.

- **Rectification**: Correct any inaccurate or incomplete data.
- **Erasure**: Request data deletion in certain circumstances.
 - In certain circumstances you have a right to have the personal data that we hold about you erased. Further information is available on the ICO website (www.ico.org.uk). If you would like your personal data to be erased, please inform us immediately and we will consider your request. In certain circumstances we have the right to refuse to comply with a request for erasure. If applicable, we will supply you with the reasons for refusing your request.
- **Restriction**: Request to block or suppress data processing.
- **Withdrawal of Consent**: You can withdraw consent at any time, though this may impact our ability to provide services. Please note:
 - The withdrawal of consent does not affect the lawfulness of earlier processing
 - If you withdraw your consent, we may not be able to continue to provide services to you
 - even if you withdraw your consent, it may remain lawful for us to process your data on another legal basis (e.g. because we have a legal obligation to continue to process your data)
- **Automated Decision-making**: We do not use automated decision-making for your personal data.

Retention of Personal Data

Personal data is processed only within the EEA. We retain data based on sector practices, generally for 7 years after business cessation or contract termination. After 7 years, we destroy the data unless you request otherwise. You are responsible for retaining information that we send to you, and this will be supplied in the form agreed between us. Documents and records relevant to your tax affairs are required by law to be retained by you as follows:

Companies, LLPs and other corporate entities

- six years from the end of the accounting period.
- Personal data will be retained only for as long as necessary for the purposes it was collected, with consideration for statutory obligations and business requirements.
- Our contractual terms provide for the destruction of documents after 7 years and therefore agreement to the contractual terms is taken as agreement to the retention of records for this period, and to their destruction thereafter.

Where we act as a data processor as defined in DPA 2018, we will delete or return all personal data to the data controller as agreed with the controller at the termination of the contract.

Security Measures

- We take steps to protect your data, including using secure storage and ensuring that only authorized personnel access your data.
- If there is a data security breach, we will notify you and relevant authorities where required.

Data Sharing

We may share your data with:

- HMRC, subcontractors, appointed agents, insurers, and professional bodies
 - Law enforcement, courts, and ICO when required by law
- If you object to data sharing, we may need to cease providing services.

How to Contact Us

- **To exercise any rights or for inquiries, contact us via:**
 - **Email: pr@southeastbookkeeping.co.uk**
 - **Phone: 01227 831 676**

Complaints

If you are unsatisfied with our handling of your data, contact us at pr@southeastbookkeeping.co.uk. You also have the right to complain to the ICO (www.ico.org.uk).

Appendix A: VAT RETURNS (MTDfV)

Date: 1st January 2024

SCHEDULE OF SERVICES

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

MAKING TAX DIGITAL FOR VAT (MTDFV)

Recurring compliance work

1. We will assist with the preparation and submission of your MTD for VAT (MTDfV) returns.
2. We will keep all records to meet the digital record-keeping requirements of MTDfV. You must ensure that the data provided to us is complete and accurate.
3. Based on the information that you provide to us, we will tell you how much VAT you should pay and when. If appropriate, we will initiate repayment claims where tax has been overpaid. We will advise on the interest and penalty implications if VAT is paid late.
4. We are not responsible for considering or applying for any of the exemptions from MTDfV. However, if you feel that you are eligible for exemption, please let us know. We are happy to discuss this and may correspond to HMRC on your behalf if needed, or we can guide you on whom you should contact for this.
5. We will advise you of any relaxations applicable in relation to the digital records for supplies made and received. Where the requirements are impossible, impractical or unduly onerous we will seek to reach agreement with HMRC on a specific relaxation, but this may be subject to an additional fee.
6. If requested by you, we will submit your MTDfV return data online to HMRC, after the data to be included therein has been approved by you. If necessary, using the most appropriate method, we will obtain your authorisation for HMRC to communicate with us as your agent. We will explain what action you need to take. You agree to completing any necessary actions to allow authorisation within the required timeframe. It is important to appreciate that you remain required to take 'reasonable care' over your affairs.

Ad hoc and advisory services

7. If there is additional work that you wish us to carry out, please let us know and we will discuss with you whether they can be included in the scope of our work. We will provide you with a new or amended engagement letter if we agree to carry out additional services for you.

An additional fee may be charged for these services. Examples of such work include:

- advising on ad hoc transactions and queries (including telephone conversations), preparing and submitting information in the relevant format to HMRC and calculating any related VAT liabilities
 - reviewing and advising on a suitable partial exemption method to use in preparing the return
 - dealing with all communications relating to your MTDfV returns addressed to us by HMRC or passed to us by you
 - making recommendations to you about the use of cash accounting, annual accounting, flat rate and other suitable methods of accounting for VAT
 - providing you with advice on VAT as and when requested.
 - work required to rectify the position where your software is incompatible with our software.
 - reviewing your record keeping processes and providing advice on potential improvements to enable compliance with the MTDfV requirements, including digital links for the transfer of data between different software.
8. Where specialist advice is required in certain areas, we may need to seek this from or refer you to appropriate specialists. We will only do this when instructed by you.

Changes in the law or practice or in public policy

9. 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 practice or in public policy or your circumstances.
10. We will accept no liability for losses arising from changes in the law or practice or in public policy that are first published after the date on which the advice is given.

Your responsibilities

11. You are legally responsible for:

- (a) ensuring that your returns are correct and complete and in an appropriate digital format and capture the appropriate level of data
- (b) ensuring your record keeping system is compliant with the new requirements for the digital recording and transfer of data
- (c) filing any returns by the due date
- (d) making payment of VAT on time.

Failure to do this may lead to automatic penalties, surcharges and/or interest.

12. You cannot delegate this legal responsibility to others. You agree to check that returns that we have prepared for you are complete before approving them.
13. Where we are keeping your digital records, you are responsible for providing us with the following information required for us to prepare the return:
- (a) sales invoices
 - (b) purchase invoices
 - (c) bank statements
 - (d) details of bank and cash payments
 - (e) details of bank and cash receipts
 - (f) work-in-progress details
 - (g) access to your accounting records.

We have also agreed that you will provide the following:

- (a) a record of the amounts owed to the business
- (b) a record of amounts owed by the business
- (c) a list of accruals
- (d) a list of prepayments
- (e) private use adjustments].

14. To enable us to carry out our work you agree:

- (a) that all returns are to be made on the basis of full disclosure
- (b) that you are responsible for ensuring that the information provided is, to the best of your knowledge, accurate and complete and that all digital links are in the manner proscribed. The returns are prepared solely on the basis of the information provided by you and we accept no responsibility for any liabilities arising due to inaccuracies, omissions or breakdowns in digital links concerning the information you provide, that may lead to a misdeclaration on which penalties and interest may arise
- (c) to authorise us to approach such third parties as may be appropriate for information we consider necessary to deal with the returns
- (d) to provide us with all the records relevant to the preparation of your quarterly returns as soon as possible after the return period ends. We would ordinarily need a minimum of 15 working days before submission to complete our work. If the records are provided later or are incomplete or unclear, thereby delaying the preparation and submission of the return, we accept no responsibility for any penalty that may arise. Where feasible, we may agree to complete your return within a shorter period.
- (e) to inform us that you have made the tax payment based on your calculated return.

15. You will keep us informed of material changes in circumstances that could affect your obligations, for example:

- change in the nature of your business

- change in turnover
- change of type of supply for VAT
- change in your type of business entity such as from sole trader into partnership
- acquisition or disposal of land or property etc
- starting to make supplies that are exempt from VAT
- you have reclaimed VAT within the last 10 years, having spent over £250,000 in purchasing, building or redeveloping a property, and the extent to which it is being used for taxable and/or exempt purposes has changed since you first reclaimed the VAT (ie Capital Goods Scheme adjustments will apply to this or any other items that fall within the scope of the Capital Goods Scheme).

16. Where you wish us to deal with HMRC communications, you will forward to us all communications received from HMRC such as statements of account, copies of notices of assessment and letters. These must be provided in time to enable us to deal with them as may be necessary within the statutory time limits. 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.

17. You are responsible for bringing to our attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

18. (a) If you provide digital services to consumers in the EU and are over the registration limits you are responsible for either registering for VAT in that member state or registering for MOSS in the UK.

(b) If you are involved with any other business that is not registered for VAT you are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT. If you do not understand what you need to do, please ask us. If you exceed the VAT registration threshold and wish us to assist you in notifying HMRC of your liability to be VAT registered, you must give us clear instructions to assist you in the VAT registration process. You should notify us of your instructions in good time to enable the VAT registration application form to be submitted within the statutory time limit of one month following the month in which you exceeded the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result.

19. **Our services as detailed above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions of business. These are important provisions which you should read and consider carefully.**

Appendix B: PAYROLL SERVICES

SCHEDULE OF SERVICES

To be read in conjunction with the engagement letter and standard terms and conditions.

Recurring Compliance Work:

1. We will prepare your UK payroll, including:
 - a. PAYE deductions (Scottish/Welsh rates if applicable),
 - b. Calculating the employees' National Insurance contributions (NIC),
 - c. Calculating employer's NIC liabilities,
 - d. Statutory payments (e.g., statutory sick pay, maternity pay),
 - e. Reclaims for statutory payments (e.g., maternity),
 - f. Employee and employer pension contributions (including auto-enrolled workers),
 - g. Employment allowance claims,
 - h. Apprenticeship levy calculations (if applicable),
 - i. Other statutory/non-statutory deductions,
 - j. Submitting real-time information (RTI) information to HMRC.
2. **Documents prepared before payment or submission to HMRC:**
 - a. Payroll summary report (gross to net reconciliation and totals),
 - b. Full payment submission (FPS) for taxable pay and benefits,
 - c. Payslips (unless not required),
 - d. P45 for leavers,
 - e. PAYE, NIC, student loan repayments, apprenticeship levy, and due payment dates report,
 - f. Pension contribution reports for each employee, with payment due dates.
3. We will submit FPSs online to HMRC on the basis of the data provided by you. FPSs must reach HMRC normally on or before the payday. You are responsible for confirming the correctness of all data (refer to responsibilities below).
4. We will prepare and submit an Employer Payment Summary (EPS) if applicable (e.g., statutory payments, employment allowance). EPS must reach HMRC by the 19th of the month following the tax month.
5. At year-end, we will:
 - a. Submit the final FPS/EPS (due by 19 April) on the basis of the data provided by you,
 - b. Prepare P60s for employees by 31 May, for distribution.

6. We will handle NINO verification for new employees when necessary.
7. We will only correspond with the nominated person in your organisation. Employee queries will be directed to that individual.

Ad Hoc and Advisory Work:

8. We will provide additional services as requested. These services will be subject to the terms of this engagement letter and standard terms and conditions of business unless we decide to issue a separate engagement letter. An additional fee may be charged for these services. Examples of such work include:
 - a. Advising on ad hoc transactions (e.g., termination payments),
 - b. Responding to HMRC compliance checks or queries,
 - c. Preparing and submitting amended returns for previous tax years,
 - d. Determining IR35 employment status for personal service companies,
 - e. Assisting with pension scheme setup and administration,
 - f. Preparing and submitting P11D/P11D(b) for employee benefits and expenses,
 - g. Assisting with the Construction Industry Scheme (CIS),
 - h. Conducting PAYE, benefits, and expenses health checks.
9. If specialist advice is needed, we may refer you to experts upon your instruction.

Changes in Law or Public Policy:

10. We will not accept responsibility if you act on previous advice without confirming its relevance in light of any changes in law or public policy.
11. We will accept no liability for losses arising from changes in the law or public policy and practice that are first published after the date on which the advice is given.

Your Responsibilities:

You are legally responsible for:

- a. ensuring that the data in your payroll submissions is correct and complete;
- b. making any submissions by the due date;
- c. paying tax and NIC on time.
- d. Failure to do this may lead to penalties and/or interest.
- e. Employers cannot delegate this legal responsibility to others.
- f. You are responsible for maintaining your employees' information, including any changes to the employees' bank account details.

To enable us to carry out our work you agree:

- a. that all information required to be delivered online is submitted on the basis of full disclosure;
- b. to provide full information necessary for dealing with your payroll affairs and workplace pension scheme contributions; we will rely on the information and documents being true, correct and complete, and will not audit the information or those documents;
- c. to agree with us the name of the person authorised by you to notify us of changes in employees and in rates of pay. We will process the changes only if notified by that/those individual;
- d. to advise us in writing of changes of payroll pay dates and workplace pension scheme contribution dates;
- e. to notify us at least 3 working days prior to the payroll pay date of all transactions or events that may need to be reflected in the payroll for the period, including details of:
 - all new employees (including full names, address, date of birth, gender, national insurance number) and details of their remuneration packages
 - all leavers and any termination payments
 - all changes to remuneration packages
 - all pension scheme changes
 - all changes to benefits and expenses reportable under an existing payroll benefits and expense online service registration
 - irregular and/or ad hoc payments and the dates to be paid;
 - to provide the data required to complete;
 - in-year FPS by at least 3 working days prior to payroll pay dates so that they can be submitted on or before payday, or as agreed with us
 - in-year EPS by at least 3 working days prior to 19th of the month following the tax month
 - final FPS (or EPS when applicable) for the year at least 3 working days prior to 19 April following the end of the tax year
 - EYU within 3 working days;
 - to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

12. You will keep us informed of material changes in circumstances that could affect the payroll. If you are unsure whether the change is material or not, please let us know so that we can assess its significance.

13. Where you wish us to deal with HMRC communications you will forward to us all communications received from HMRC. These must be provided in time to enable us to deal with them as may be necessary within the statutory time limits. 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.

14. Our services are subject to the limitations in the engagement letter and standard terms and conditions.

15. Please refer to the attached schedule confirming data processing details.

Date: 21 February 2025

Practice Name: South East Bookkeeping

Appendix C: PAYROLL SERVICES – AUTO-ENROLMENT

Note: Auto-enrolment duties start as soon as you become a “new employer.”

This schedule should be read with the engagement letter and standard terms and conditions.

SCHEDULE OF SERVICES

Recurring Compliance Work

1. As part of payroll preparation, we will:
 - o Calculate deductions from each worker's pay.
 - o Calculate the contribution you as an employer are obliged to make to the scheme.
 - o Process any scheme refunds.
2. We will include pension payments in:
 - o The payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals.
 - o Employee payslips (unless not required).
 - o A report detailing total pension contributions (both employee and employer) and due dates.

We can advise on pension scheme choices but are not authorised to give advice to employees. It is your responsibility to select a scheme that meets automatic enrolment criteria, and we recommend seeking independent advice. We can assist you by:

- providing factual information about pension schemes;
- helping you to compare schemes;
- referring you to a specialist adviser; and
- referring you to guidance issued by The Pensions Regulator on pension scheme selection.

We will help you to establish which category each worker falls into, whether entitled worker, eligible jobholder or non-eligible jobholder.

3. We will prepare and send a notice to each entitled worker, outlining their rights regarding pension scheme enrolment. This includes new starters and those becoming eligible to be enrolled by age or earnings. They do not need to be automatically enrolled but have the right to opt in. You will arrange membership to a scheme for those

entitled workers who choose to join and complete a joining notice. This can be a different scheme to the one used for auto-enrolment.

4. We will also prepare a notice for eligible jobholders informing them of their enrolment and their right to opt out or back in. Re-enrolment must occur every three years.

Upon receipt of scheme information, we will assist with your declaration of compliance to The Pensions Regulator.

Ad Hoc and Advisory Work

5. We will provide additional services as agreed, subject to the terms of a new engagement letter. Please note, An additional fee may be charged for these services. An example of these services includes:
 - o Handling any enquiry from The Pensions Regulator.
 - o Preparing amended records if required.
6. If specialist advice is needed, we may refer you to specialists when instructed.

Changes in Law or Policy

7. We are not responsible for actions taken based on advice that may no longer be valid due to changes in law or policy.
8. We are not liable for losses arising from changes in the law or policy after advice is given.

Your Responsibilities

9. You are responsible for:
 - o Ensuring payroll and pension records are accurate and complete.
 - o Timely payment of pension contributions.
10. You must retain records for six years, including:
 - o records about jobholders and workers, eg name, date of birth, national insurance number, gross earnings, contributions, gender, address, status within the pension scheme, opt-in notice, opt-out notice and joining notice; and
 - o records about the pension scheme, eg employer pension scheme reference, scheme name and address, and other information in respect of specific pension schemes.

You must retain these records for six years except for requests to leave the pension scheme, which must be kept for four years.

11. You must select and review an eligible scheme regularly and seek independent advice if necessary.
12. You are responsible for providing all necessary information to pension scheme trustees within the statutory period.

13. You are responsible for the monitoring of workers' age and earnings and agree to advise us on any change in categorisation or status of your workers.
14. You are responsible for monitoring opt-in/out requests and informing workers about their options.
15. You must provide statutory information to workers within six weeks of becoming eligible for auto-enrolment.
16. You must enrol all eligible jobholders into a scheme on the relevant date.
17. You are legally responsible for:
 - (a) choosing your re-enrolment date from within a six-month window, which starts three months before the third anniversary of your automatic enrolment staging date and ends three months after it; and
 - (b) assessing your job holders, including those enrolled into the scheme and those you will put back into the scheme.
18. Within five months of your duties starting, and then when re-enrolling, you must make a declaration of compliance with The Pensions Regulator.
19. To enable us to carry out our work, you agree to:
 - (a) Provide accurate and complete information. We will rely on this information and documents being true, correct and complete, and will not audit the information or documents.
 - (b) to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates of pay. We will process the changes only if notified by that (those) individual(s);
 - (c) to advise us in writing of changes of payroll pay dates;
 - (d) to notify us at least 3 working days prior to the payroll date of all transactions or events that may need to be considered in relation to auto-enrolment obligations for the period, including details of:
 - all new workers and details of their remuneration packages
 - all leavers and details of termination arrangements for all workers
 - changes in categorisation or status of your workers
 - all opt-in and opt-out requests from your workers
 - all remuneration changes for all workers
 - all pension scheme changes.
20. You must inform us of any material changes in circumstances that could affect the pension scheme or worker deductions. If you are unsure whether the change is material or not, please let us know so that we can assess its significance or otherwise and to seek your authority to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.
21. Where you wish us to deal with them you will forward to us all communications received from The Pension Regulator. These must be provided in time to enable us to deal with them as may be necessary within the statutory time limits. It is essential that you let us have copies of any correspondence received because The Pension Regulator is not obliged to send us copies of all communications issued to you.
22. If we receive information late, we will make reasonable efforts to process payroll on time but are not liable for delays or additional costs. Please note, an additional fee may be charged for work carried out in a shorter time frame.

23. Our services are subject to the limitations of liability outlined in the engagement letter and standard terms and conditions which must be read.

24. You must also refer to the attached schedule confirming data processing details.

Date: 21 February 2025

Practice Name: South East Bookkeeping