LAMBERT CHAPMAN LLP Trusts Revised February 2020



We are bound by the ethical guidelines of The Institute of Chartered Accountants in England & Wales and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines.

1 Accounting

- 1.1 You have instructed us to prepare the Trust's financial statements for approval by yourselves.
- 1.2 We understand that you have agreed that you will keep the records of receipts and payments, bank statements and other accounting records required for the preparation of the accounts.
- 1.3 You acknowledge your responsibility for the reliability, accuracy and completeness of the accounting records.
- 1.4 You have agreed to make available to us, as and when required, all your accounting records and related financial information necessary to carry out our work. You will provide us with all information and explanations relevant to the purpose and compilation of the financial information.
- 1.5 We will not be carrying out an audit and accordingly will not verify the assets and liabilities of the Trust, nor the items of expenditure and income. To carry out an audit would require additional work to comply with Auditing Standards so that we could report on the truth and fairness of the accounts.
- 1.6 To ensure that anyone reading the financial statements is aware that we have not carried out an audit we will annex to the financial statements a short report. This report must remain attached to any accounts shown to any other parties.
- 1.7 We also have a professional responsibility not to allow our name to be associated with financial information which we believe may be misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reasons, that the financial information may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial information. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial information is misleading, we will withdraw for the engagement.

2 Tax Returns

- 2.1 We will prepare the tax computations based on the accounts of the Trust from the accounting records and other information and explanations provided by you.
- 2.2 We will prepare the Trust Tax Return together with such supporting schedules as are appropriate and we will prepare and check the H M Revenue & Custom's calculation of the self-assessment tax, if provided to us.
- 2.3 We will send you the Trust Tax Return, tax computations and supporting schedules for you to approve and sign. We will then submit it to H M Revenue & Customs. You authorise us to file the Trust Tax Return electronically.
- 2.4 We will tell you how much tax the Trustees should pay and when. If appropriate we will initiate repayment claims when tax has been overpaid.
- 2.5 We will deal with H M Revenue & Customs regarding any amendments required to the Trust Tax Return and prepare any amended Trust Tax Returns which may be required.
- 2.6 We will advise as to possible claims and elections arising from the Trust Tax Return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by H M Revenue & Customs.
- 2.7 We will deal with all communications relating to the Trust Tax Return addressed to us by H M Revenue & Customs or passed to us by you. However, if H M Revenue & Customs choose the Trust Tax Return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

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2.8 We will observe the professional rules and practice guidelines of our professional Institute and accept instructions to act for you on the basis that we act in accordance with those guidelines. In particular you give us authority to correct HM Revenue & Customs errors, even if doing so results in correction of an error made in your favour.

3 Your Responsibilities: Provision of Information by You

- 3.1 The Trustees are legally responsible for making correct Trust Tax Returns by the due date and for payment of tax on time. Failure to meet the deadlines may result in automatic penalties, surcharges and/or interest.
- 3.2 To enable us to carry out our work you agree:
 - (a) that all Trust Tax Returns are 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 Trust's affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
 - (c) that we can approach such third parties as may be appropriate for information that we consider necessary to deal with the Trust's affairs;
 - (d) to provide us with information in sufficient time for the Trust's Tax Return to be completed and submitted by the due date of 31 January following the end of the tax year. In order that we can do this, we need to receive all relevant information by 31 October;
 - (e) to forward to us on receipt copies of all H M Revenue & Customs statements of account, notices of assessment, letters and other communications received from H M Revenue & Customs to enable us to deal with them as may be necessary within the statutory time limits; and
 - (f) to keep us informed about significant changes in the trusts circumstances if they are likely to affect the tax position.

4 Other Tax Issues

- 4.1 We will notify you of inheritance tax issues in respect of the Trust.
- 4.2 We will review the Trust Register annually and report any updates provided by the Trustee.
- 4.3 We will be pleased to assist you generally in tax matters if you advise us in good time of any proposed transactions and request advice. A separate assignment may be required. We would, however, warn you that because tax rules change frequently you must ask us to review any advice already given if a transaction is delayed, or if ay apparently similar transaction is to be undertaken.

5 Agreement of terms

- 5.1 The terms set out in this letter and our Standard Terms of Business shall take effect immediately upon your countersigning this letter and returning it to us upon commencement of the next accounts, and tax return required.
- 5.2 Once it has been agreed, this letter and the attached Standard Terms of Business will remain effective until they are replaced.