

## Key Information

### Premier Protection Client Service Summary

**Important:** We must receive notification of enquiries, reviews, interventions and audits in writing during the period of the service.

On payment of the appropriate fee we will, at our discretion, provide representation to protect your interests during HMRC enquiries, reviews, interventions or audits. The Premier Protection Client Service provides representation costs up to £100,000 should you become involved in any of the following enquiries, reviews, interventions or audits in Great Britain and Northern Ireland. In respect of Business Clients, it also provides representation during HMRC enquiries, reviews and interventions relating to the personal tax returns of the partners, directors and company secretaries (as registered to Companies House) of your business including their spouses, common-law spouses or civil partners, in respect of whom we are the tax return agent. In respect of all personal tax returns, this is subject to there being no requirement to complete any Self Employment pages, and/or, there being no more than £50,000 gross income per annum from Land and Property, unless the appropriate additional fee has been paid.

This is an annual service unless you join part way through the service period or we advise you otherwise. The Service will commence from the service commencement date unless payment is received after that date, in which case, the service will commence from the date payment is received.

#### What is included in the service

##### HMRC Enquiries, Reviews, Interventions and Audits

- 1) A Self Assessment Enquiry or Repayment Claim by HMRC.
- 2) A review, intervention or audit by HMRC concerning compliance with Self Assessment, PAYE, Social Security, Construction Industry, IR35, VAT, National Minimum Wage or Gift Aid legislation and regulations.

#### What is not included in the service

- Any enquiry, review, intervention, audit or dispute
  - by, with, arising from or on behalf of HMRC Specialist Investigations, Criminal Taxes Unit or Criminal Intelligence Group; or
  - carried out under HMRC Civil Investigations of Fraud procedure, Public Notice 160 or Section 60 of VAT Act 1994; or
  - arising from or carried out under Code of Practice 8 or 9; or
  - concerning compliance with Tax Credits Legislation; or
  - concerning a failure to reconcile returns.
- Circumstances where you unreasonably failed to implement changes or corrections identified and agreed with HMRC during a previous enquiry, review, intervention, dispute or audit.
- Circumstances we or you ought to have known about before you joined the Premier Protection Client Service.
- The cost of taxes, fines, penalties, interest, compensation, damages or wages which you may be required to pay.
- The cost of preparing accounts, records or statutory returns and the cost of professional valuations to support them.
- The cost of compliance work that you could normally complete.
- Any criminal prosecution.
- Defending Employment or Industrial Tribunal or Civil Court legal proceedings.
- Judicial review.

#### Conditions which apply to the service

- Your statutory returns, appropriate to the Premier Protection Client Service and into which HMRC could enquire when the enquiry, review, intervention or audit arises, were submitted to HMRC within their statutory time limits or, if they were not,
  - a) no more than one of the last four such consecutive statutory returns due for submission monthly or quarterly; and/or
  - b) no more than one of the last two such consecutive statutory returns due for submission annuallywere submitted, or remain un-submitted, more than 90 days after their due submission date, unless HMRC accepts the reason for the delay.
- Where a return has not been issued, you must have notified HMRC within the statutory time limits of chargeability to tax and if appropriate, your operation of PAYE and your use of subcontractors in the construction industry; and you have registered for VAT where required.
- When an enquiry, review, intervention or audit begins
  - a) we must be the Self Assessment tax return agent; or
  - b) if a registered charity, we must have a current engagement letter from you for the ongoing provision of accountancy or audit services or both.
- In respect of any non-written enquiry, intervention or request for review by HMRC you had at least 60 days continuous entitlement to your Premier Protection Client Service before the enquiry, intervention or request for review arose.
- In respect of any Gift Aid review, intervention or audit, you must be a registered charity and be registered with HMRC to claim Gift Aid relief.
- You must at all times during the course of an enquiry, review, intervention, dispute or audit
  - give us a full and truthful account of your affairs;
  - co-operate with us, or suitably qualified person or firm we appoint to assist us, and follow our and their advice.
- There must be good prospects of reducing any alleged liability to tax, National Insurance Contributions or underpayment of the National Minimum Wage.
- You must be one of our clients when notification is made.

#### Notification procedure

You should let us know of an enquiry, review, intervention, dispute or audit as soon as possible. We will represent your interests and keep you informed of the progress of any notification you make.

#### Cancellation rights

If the service does not meet your requirements, you may cancel it within 14 days of our receipt of your fee and receive a full refund provided that you have not notified or intend to notify us of an enquiry, review, intervention or dispute.

**Important:** This document only provides a summary of the Premier Protection Client Service. A copy of the Premier Protection Client Service Master Agreement, which provides full details of the terms, conditions and limitations of the service, is available from us on request.