

CONSTRUCTION INDUSTRY SCHEME (CIS) SERVICES

SCHEDULE OF SERVICES

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

1. RESPONSIBILITIES AND SCOPE FOR CIS SERVICES

1.1. Recurring compliance work

- 1.1.1. We shall submit the details of all new sub-contractors, which you give us under 1.4.1 below, to H M Revenue & Customs for verification as registered sub-contractors and on their reply, we shall confirm to you the rate of income tax which should be deducted from payments to each sub-contractor.
- 1.1.2. On the basis that you have confirmed that they relate to sub-contractors, we shall process the monthly details you provide under 1.4.1 below, calculate the appropriate tax deduction and provide you with pay statements showing the amount due to each sub-contractor.
- 1.1.3. We shall prepare your monthly sub-contractor form (form CIS330) and file it online by the deadline of the 19th of the month.
- 1.1.4. We will provide you with a copy of the completed return and submission receipt so you may make the relevant payment to HMRC before the deadline of the 19th of the month.

1.2. Excluded, ad hoc and advisory work

- 1.2.1. The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory 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 agree with you a separate fee for any such work you instruct us to undertake.
- 1.2.2. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

1.3. Changes in the law, in practice or in public policy

- 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, practice, public policy or in your circumstances.

1.3.2. We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

1.4. Your responsibilities

1.4.1. Even though you are engaging us to help you meet your CIS obligations, you are legally responsible for:

- a) considering the employment status of everyone who works for you in the light of the work undertaken in each month and decide whether they are working for you as sub-contractors or as employees in that month.
- b) providing us with the list of sub-contractors verified by HMRC at the date of this engagement and the name, address, National Insurance number and Unique Taxpayer Reference (UTR) of every other worker you engage as a sub-contractor after that date.
- c) where a sub-contractor has not been verified, you are responsible for communicating directly with the sub-contractor and ensuring that they contact HMRC to enable their verification.
- d) providing us each month with either:
 - i. details of the charges (labour, materials and VAT) from those workers whom you consider to be sub-contractors or
 - ii. confirmation there are no sub-contractors
- e) deducting the appropriate rate of tax from all of your subcontractor payments and paying this to HMRC by the deadline

Failure to do any of the above will lead to penalties and/or interest from HMRC

1.4.2. Employers/contractors cannot delegate these legal responsibilities to others.

1.4.3. You are no less responsible for errors submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.

1.4.4. 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 CIS 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 agree with us the name(s) of the person(s) authorised by you to notify us of changes in sub-contractors and other information relevant to the services provided under this schedule; we will process the changes only if notified by that/those individual(s);
- d) to notify us at least 2 working days before the CIS submission deadline (19th of the month) of all transactions or events which may need to be reflected in the CIS return for the period;
- e) to keep us informed of changes in circumstances that could affect CIS; if you are unsure whether a change is material, please tell us so we can assess its significance;
- f) to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your CIS;

- 1.4.5. If the information required to complete the CIS services set out above is received later than the dates specified above or agreed with us, we will still endeavour to process the CIS and returns to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the CIS is late or the returns are filed late in these circumstances. We may charge an additional fee of £50+VAT for work carried out in a shorter time period.
- 1.4.6. If you require us to make a correction after submission, this will be subject to a separate fee of £40+VAT.
- 1.4.7. HMRC will send you an agent authorisation code which expires within 30 days of issue. Please send this to us as soon as you receive it. This code will enable us to register as your CIS agent with HMRC. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.
- 1.4.8. You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC has 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 communications issued to you and, in most cases, will not do so.