

## **TWP ACCOUNTING LLP: RESEARCH & DEVELOPMENT RELIEF CLAIMS**

This schedule should be read in conjunction with the engagement letter and our standard terms and conditions. The schedule sets out the basis for the provision of services in connection with Research & Development relief claims, in addition to the tax services we may already provide as tax agents. It is agreed that we should carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information.

### **1. R&D Claim.**

- 1.1 You have instructed us to provide Research and Development Tax Relief services in respect of [COMPANY NAME].
- 1.2 Once the claim has been submitted, our engagement will end and fees will become due and payable.
- 1.3 The director will be responsible for the assessment of projects and ensure qualifying guidelines are satisfied. We can provide guidance on the relevant criteria.
- 1.4 We will review expenditures incurred in relation to the qualifying projects and produce reports and submissions in accordance with HMRC requirements. These will incorporate project descriptions provided by the directors.
- 1.5 We will employ our best efforts and professional judgement in conducting the engagement. However, we are unable to guarantee any specific results arising from the implementation of recommendations made under this engagement, nor will we express any form of assurance or opinion thereon.
- 1.6 Any report we prepare for you will be intended for the sole use of the directors and must not be disclosed to third parties or used for any other purpose without our prior written consent. Should you require a report for a third party we may need to conduct additional procedures which may be the subject of an additional fee.
- 1.7 Title to the creative or other rights created by the work undertaken within this engagement remains with us until payment has been made in full without recourse.

### **2. Fees**

- 2.1 The fee for the assignment will included within the proposal which will be sent annually in advance of the work being undertaken.

### **3. Limitation of liability**

- 3.1 We have discussed with you the extent of our liability to you in respect of the professional services set out in this letter. Having considered both your circumstances and our own we have agreed that this firm's aggregate liability, of whatever nature, whether in contract, tort or otherwise, of this firm for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be a limitation of 5 times our fee. In particular, we draw your attention to the imprecise and evolving nature of the R & D rules and their in our

experience variable interpretation by HM Inspector of Taxes. You and [COMPANY NAME] accept that R & D claims are by the very nature imprecise and that whether an activity is qualifying or not is often a highly subjective matter. Whilst HMRC are unlikely to charge penalties for a properly prepared claim even if wholly or partly rejected you specifically accept that we shall not be liable for any penalties imposed except if as a result of paragraph 3.2.

- 3.2 We acknowledge that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its principals or employees.

#### **4. Agreement of terms**

- 4.1 The terms set out in this letter and our attached Standard Terms of Business shall take effect immediately upon your countersigning this letter and returning it to us or upon the date of the first meeting of the directors and the Nominated Person, whichever is the earlier.
- 4.2 The terms of this agreement will be subject to the agreement to the provision of the Research & Development memorandum to be sent out annually which sets out our fees and responsibilities.
- 4.3 Once it has been agreed, this letter and the attached Standard Terms of Business will remain effective until they are replaced. We shall be grateful if you could confirm your agreement to these terms by signing the enclosed copy of this letter and returning it to us immediately.
- 4.4 If we do not receive the enclosed copy by one month from the date of this letter, approval of the terms of the engagement will be assumed unless we hear otherwise.

#### **5. Data Protection**

- 5.1 We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to paragraph 21 of our standard terms and conditions of business which details how we treat personal data received by us in the provision of our services during our engagement with you.