



GST RETURNS

SCHEDULE OF SERVICES

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

1. RESPONSIBILITIES AND SCOPE FOR VAT RETURN SERVICES

1.1. Recurring compliance work

1.1.1. We will prepare your quarterly GST returns on the basis of the information and explanations supplied by you.

1.1.2. Based on the information you provide to us, we will tell you how much GST you should pay and when. Where appropriate, we will initiate repayment claims if tax has been overpaid. We will advise on the interest and penalty implications if GST is paid or returns are submitted late.

1.1.3. We will forward to you the completed return calculations for you to review, before you approve GST return for onward transmission by us to the Jersey GST office.

1.2. Ad hoc and advisory services

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. Examples of such work that you may wish to instruct us to undertake include:

- a) dealing with all communications relating to your GST returns addressed to us by the GST office or passed to us by you;
- a) making recommendations to you about the use of cash accounting, annual accounting, flat-rate and other suitable methods of accounting for GST;

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 Law 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 or 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. You are legally responsible for:

- a) ensuring that your returns are correct and complete;
- b) filing any returns by the due date; and
- c) paying tax on time.

Failure to do any of these may lead to penalties, surcharges and/or interest.

1.4.2. The signatory to the return cannot delegate this legal responsibility to others. The signatory agrees to check that returns we have prepared for you are correct and complete before approving and/or signing them.

1.4.3. 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; the returns are prepared solely on the basis of the information provided by you and we accept no responsibility for any GST liabilities arising due to inaccuracies or omissions in the information that you provide which 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; and
- 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 10 days before submission to complete our work. If the records are provided later or are incomplete or unclear, thereby delaying the submission of the return, we accept no responsibility for any surcharge penalty that may arise.

1.4.4. You will keep us informed of material changes in circumstances that could affect your GST obligations. If you are unsure whether the change is material or not please tell us so that we can assess its significance.

1.4.5. We enclose a Tax Authority Letter for you to sign on behalf of the Company and return to us for submission to the GST Office. This authorises the GST Office to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.

1.4.6. You will forward to us statements of account, copies of notices of assessment, letters and other communications received, in sufficient time to enable us to deal with them as may be necessary within the statutory time limits.



- 1.4.7. You are responsible for bringing to our attention any errors, omissions or inaccuracies in your GST returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.
- 1.4.8. If you are involved with any other business which is not registered for GST, you are responsible for monitoring your monthly turnover to establish whether you are liable to register for GST. If you do not understand what you need to do, please ask us. If you exceed the GST registration threshold, and you wish us to assist you in notifying you of your liability to be GST registered, you must give us clear instructions to assist you in the GST registration process. You should notify us of your instructions in good time to enable the GST registration application form to be submitted within the statutory time limit of one month following the month in which you exceeded the GST 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.