

Client care agreement Between Reeves+Neylan LLP VATPlus

and

Basis of instruction

The Institute of Chartered Accountants in England and Wales recommends that its members should confirm the terms of a professional engagement in a formal agreement. The purpose of this client care agreement and the accompanying Standard Terms of Business is to set out the basis on which we are to act for you and to clarify our respective responsibilities. The Standard Terms of Business are subject to change from time to time. The latest version is available on our website at www.reevesneylan.com.

1 VATPlus services summary

1.1 VATPlus is a UK based VAT consultancy that specialises in the recovery of overseas VAT liabilities and VAT consultancy solutions.

2 Recovery of UK VAT

2.1 You have asked us to undertake the compilation and submission of claims to H M Revenue & Customs (HMRC) in respect of UK VAT that you pay and which may be recoverable under the EC 8th and 13th Directives, or under the reciprocal arrangements relating to non-EC jurisdictions. Additionally, upon the request by you, VATPlus will also provide you with international VAT consultancy advice.

2.2 If your business is already registered for VAT in the UK then input tax should be recovered in your normal periodic VAT returns (forms VAT100). By engaging us to provide this service you are confirming to us that you are not UK VAT registered.

2.3 You do not require a UK bank account to take advantage of this service.

Your responsibilities: provision of information by you

2.4 To enable us to carry out our work you agree:

2.4.1 to provide us with your Certificate of Taxable Status.

2.4.2 that all VAT claims are to be made on the basis of full disclosure of transactions and arrangements;

2.4.3 to provide full information necessary for dealing with your affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;

2.4.4 to provide us with information in sufficient time for your VAT claims to be completed and submitted by the due date. Claim submission is extremely time sensitive. 'Yearly' EC 8th Directive claims must be with the authorities by 30 June (30/06) the following year and 'yearly' 13th Directive claims by 31 December (31/12). It is vital that all records, explanations and other information requested are supplied by you in good time to enable us to process your data and submit claims before the deadline. Unless specifically agreed otherwise we need your information at least one calendar month before the deadline.

2.4.5 to keep us informed about significant changes in your circumstances if they are likely to affect your tax position.

2.4.6 to provide us in writing with your nominated receiving bank account details into which you require us to pay tax refunds.

3 'Success only' fees for recovery of UK VAT

3.1 For EC 8th and 13th Directive claims we will work on a 'success only' basis. The success fee shall be 15% (fifteen percent of any VAT or similar tax that is recovered or saved on your behalf. It is inherent in the nature of this work that from time to time claims will not be admitted by HMRC. You acknowledge that there can be occasions where recovery of taxes may not prove possible and that we cannot guarantee a successful outcome. In that event no fees are chargeable to you under this paragraph.

3.2 Monies recovered from HMRC will be deposited in a client bank account belonging to VATPlus. The refund will be forwarded to you net of any fees arising.

3.3 VATPlus will provide written proof of the amount actually recovered and you have the right to audit this.

3.4 All bank charges and currency exchange rate variances incurred when we send money to your nominated receiving bank

Offices:
Canterbury
Chatham
Dover
Gatwick
London

A list of members' names is available at the address below.

account are your liability.

4 International VAT consultancy advice.

4.1 VATPlus consultancy fees are based on an hourly rate of £150 exclusive of VAT. We will be pleased to carry out consultancy work on receipt of your specific instructions. We will accept your instructions by telephone, fax, email or letter.

5 Confidentiality

5.1 We comply with the stringent requirements on matters of confidentiality set out within our Institute's Code of Ethics. Please refer to our Standard Terms of Business.

6 Limitation of our liability

6.1 We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or relevant authorities.

6.2 We will not be held responsible for any losses, penalty or surcharge arising from late submission of any claim or return where the cause is either records not being made available to us to agreed timetable or where incomplete ambiguous or inaccurate information is supplied to us and action required to rectify matters is the cause of the delay.

6.3 We may ask third parties to act in certain matters as part of our service to you. This may include but is not limited to translation and courier services. We will consult with you beforehand in case you wish to contract direct with your own preferred suppliers. We accept no liability for losses arising from the actions or inactions of third parties.

7 General terms applying to all VATPlus fees and invoices

7.1 VATPlus invoices, are subject to VAT at the prevailing rate unless the services qualify for specific exemption.

7.2 Our fees will be invoiced to you in Sterling.

7.3 You permit us to deduct our fees and disbursements from any funds held by us on your behalf. If fees for international VAT consultancy advice exceed the amount of funds held by us on your behalf the excess is payable by you as set out in our Standard Terms of Business.

8 Agreement of Terms

8.1 The terms set out in this agreement shall take effect immediately upon your countersigning this Agreement and returning it to us.

8.2 Once it has been agreed, this agreement will remain effective until it is replaced or the service is completed.

8.3 Either party may terminate our appointment under this agreement by notice in writing to the other, stating the date with effect from which the appointment terminates. If no date is specified, termination shall be the date on which notice is received. We will decide to stop acting for you only with good reason and on giving reasonable notice.

8.4 If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis for work performed up to that date, and disbursements incurred. This includes work done towards incomplete VAT reclaims not submitted to HMRC.

8.5 Upon termination of this agreement all outstanding VAT claims submitted by us to HMRC will be fully supported by us until either settlement or closure has been received from that authority.

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We trust this agreement is acceptable to you. If so, we would be grateful if you could confirm your agreement to these terms by signing and returning a copy as confirmation that you wish VATPlus to proceed.

Yours faithfully,

Signed


For and on behalf of VATPlus

RICHARD HEASMAN
Print Name

PARTNER
Position / Title

1st January 2009
Date of Signature

I/we confirm that we have read and understood the terms of this agreement and agree that it accurately reflects the services that I/we have instructed VATPlus to provide.

Signed(signature)

.....
Print Name

.....
Position / Title

.....
Date of Signature

If you are signing as an officer, trustee, etc. on behalf of a company, partnership, LLP, pension fund, society, charity etc, please enter the name of the person you are signing for.

For and on behalf of

Internal use only	Date returned	Recorded by

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