

HMRC CIVIL TAX INVESTIGATIONS AND ENQUIRIES

Hilton Walters LLP
09 April 2025



SCHEDULE OF SERVICES

This schedule must be read in conjunction with the engagement letter and the standard terms and conditions.

1. Our service to you will be as follows:
2. We are to provide taxation advice to you in connection with the queries raised by HMRC as per letter dated *[enter date of opening letter]* in respect of an investigation.
3. Where required, we will prepare a report on your behalf giving full disclosure of your UK taxation affairs and, once it is agreed by you, submit it to HMRC on your behalf.
4. We will negotiate with HMRC on any issue relating to taxation, interest and penalties with the aim of settling your United Kingdom taxation affairs
5. We must make it clear that if at any time we consider that:
 - you are not cooperating with us and answering our enquiries fully and frankly; or
 - you are unwilling to make full disclosure or you refuse to do sothen we will immediately cease to act and inform HMRC of that fact (albeit not the reasons for ceasing to act). In that event, any invoiced fees you have already paid will not be reimbursed and you will remain liable for any unbilled costs.
6. As part of the investigation, either we (on your behalf) or HMRC may propose alternative dispute resolution to resolve matters. In such cases, we will negotiate on your behalf as part of this process. However, if the mediation is not successful and the investigation continues, the terms set out in this engagement letter will continue to apply to all work carried out on your behalf following the mediation.
7. We will, if instructed by you on a case-by-case basis:
 - make appeals to HMRC against assessments and/or determinations of taxation and/or penalties issued by HMRC during the course of our work. These appeals may include requests for the collection of the amount assessed/determined to be postponed pending full resolution of the enquiry/investigation. We cannot guarantee that HMRC will accept the appeal and/or postponement application;
 - request that HMRC undertake an internal review of its decision and make representations to the review officer;
 - make representations to HMRC on your behalf if HMRC indicates that it intends to publish your details (eg as a deliberate defaulter).
8. Where specialist advice is required in connection with the investigation, we may need to seek this from or refer you to appropriate specialists and/or tax counsel. We will only do this when instructed by you.

Your responsibilities

9. To enable us to carry out our work in relation to the investigation you agree:
 - (a) that all information to be given to HMRC in the course of the investigation is to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
 - (b) to provide full information necessary for dealing with the investigation;

- (c) to authorise us to communicate with such third parties as may be appropriate and that we consider necessary to deal with the investigation;
 - (d) to provide information promptly to enable us to deal with the investigation expeditiously and to act in your interests in order to qualify for such reduction as may be appropriate for the cause of the error and the level of disclosure if there are tax liabilities or penalties for earlier years;
 - (e) to forward to us on receipt copies of all HMRC correspondence (including emails), statements of account, [PAYE coding notices,] notices of assessment, letters and other communications received from HMRC as may be relevant to the investigation to enable us to deal with them as may be necessary within the statutory time limits. It is essential that you let us have copies of any correspondence received because HMRC is not obliged to send us copies of all communications issued to you;
 - (f) to keep us informed about significant changes in your circumstances if they are likely to affect the outcome of the investigation. If you are unsure whether the change is material or not, please let us know so that we can assess its significance or otherwise;
 - (g) to notify us immediately of any insurance cover you have for investigation and enquiries into your tax returns by HMRC;
 - (h) to the extent that our advice covers non-UK tax aspects, you must confirm this with an appropriately qualified professional adviser in the relevant territory before any irrevocable action is taken. We would be pleased to liaise with them as appropriate.
10. **Our services as detailed above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions of business. These are important provisions, which you should read and consider carefully.**