

TRUSTS AND ESTATES

Hilton Walters LLP
February 2025



SCHEDULE OF SERVICES

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

TRUSTS AND ESTATES

Recurring compliance work

1. We will prepare:
 - (a) the trust/estate self-assessment tax returns together with any supplementary pages required; and
 - (b) all inheritance tax returns requiredfrom the information and explanations that you provide to us. After obtaining approval from the nominated trustee or other nominated person on behalf of all the trustees, we will submit your returns to HMRC.
2. We will maintain the accounting records of the trust/estate on your behalf from the information and explanations provided to us on your behalf for the purposes of preparing the annual accounts and tax returns.
3. We will prepare the income and expenditure and capital accounts (together with a balance sheet) of the trust/estate from the accounting records and other information and explanations provided by you, and will obtain your approval of the accounts.
4. We will not be carrying out any audit work as part of this assignment and accordingly will not verify the assets and liabilities of the trust, nor the items of income and expenditure. To carry out an audit would entail additional work to comply with International Standards on Auditing so that we could report on the truth and fairness of the financial statements. We would also like to emphasise that we cannot undertake to discover any shortcomings in your systems or irregularities on the part of your employees.
5. We will calculate the income tax, capital gains tax and inheritance tax liabilities of the trust/estate and will advise you how much you should pay and when. Where instructed by you we will advise you on the interest and penalty implications if tax is paid late. We will also check HMRC's calculation of the tax liabilities and initiate repayment claims if tax has been overpaid.
6. We will advise you as to possible tax return-related claims and elections arising from information supplied by you. Where instructed by you we will make such claims and elections in the form and manner required by HMRC.
7. Where the terms of the trust/will require income or capital payments to be made to the beneficiaries, we will assist you in preparing all necessary forms relating to such payment.
8. Under anti-money laundering legislation the trustees have obligations to maintain accurate and up-to-date records in writing of their beneficial owners and report specified information about the trust to HMRC.

[Trustees/Executors who approve their returns cannot delegate this legal responsibility to others. You agree to check that returns that we have prepared are complete and accurate before you approve them.]
9. To enable us to carry out our work you agree:
 - (a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
 - (b) to provide all information necessary for dealing with the trust's/estate's taxation affairs [and trust registration and registration updates]: we will rely on the information being true, correct and complete and will not audit the information;

- (c) to advise us of distributions made within 30 days of such an event;
 - (d) to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with the trust's/estate's taxation affairs;
 - (e) to provide us with information in sufficient time for the trust's/estate's self-assessment tax returns to be completed and submitted before filing deadlines. In order that we can do this, we need to receive all relevant information.
 - (f) to provide us with information in sufficient time for the trust's/estate's inheritance tax returns to be completed and submitted by the due dates;
 - (g) [to provide us with
 - records of all receipts and payments
 - records of invoices issued and received
 - all information to enable us to prepare your income and expenditure and capital accounts]
10. You will keep us informed of material changes in circumstances that could affect the income, capital gains and inheritance tax liabilities of the trust/estate. If you are unsure whether the change is material or not, please let us know so that we can assess its significance.
11. Where you wish us to deal with HMRC communications you will forward to us all communications received from HMRC such as HMRC statements of account, copies of notices of assessment and letters. These must be provided in time 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 you receive because HMRC is not obliged to send us copies of all communications issued to you.
- 12.
- (a) If you provide digital services to consumers in the European Union you are responsible for either registering for VAT in that member state or registering for VAT Mini One Stop Shop (MOSS) in the UK.
 - (b) You are responsible for employment taxes, pensions (including auto-enrolment) and the assessment of the tax status of your workers. If you do not understand what you need to consider or action you need to take, please ask us. We will not be in a position to assist you in complying with your responsibilities if we are not engaged to provide such a service. We are not responsible for any penalty that is incurred].
13. You are reminded that under the Trustee Act 2000 it is your responsibility to regularly review the Trust investments and to have a clear investment policy.
14. **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.**