Service Agreement
Juniper Lynx Accounting

1. Parties

(We, us, I, accountant): Juniper Lynx Ltd, 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ. Registered in England. Company Number: 10784764 | VAT Number: 406 7325 08

(you, the client)

2. The Service

We agree to provide a monthly accounting service to the client to include: Single director's payroll, quarterly VAT returns, end of year company accounts and submission, single director's self-assessment, FreeAgent accounting software, IR35 contract reviews.

In order to deliver this service effectively the client will adhere and agree to certain guidelines which include, but are not limited to: maintaining their records within the FreeAgent software, replying to emails within a reasonable timeframe, accepting authorisations from us for HMRC services such as Corporation Tax, VAT, PAYE, Self-assessment and approving calculations.

Any loss relating to failure to adhere to these guidelines will be the sole responsibility of the client.

3. Confidentiality

Data provided to us by you will remain confidential and in adherence to acceptable privacy practices. Data may be shared internally so far as is necessary to deliver the service. In some cases it may be necessary to transfer data in relation to a service requested by you such as, but not limited to, business insurance and registered office address service.

Juniper Lynx cannot be held responsible for data loss due to the failures of a permissible third party.

There may be some instances where we are required by statutory law to release certain information to a third party. The main instance here would be with regard to the money laundering act.

When joining our service you authorise us to carry out a background check to comply with the money laundering act. This will not affect your credit.

4. Fees

All fees stated in this Agreement are exclusive of Value Added Tax (VAT). VAT shall be payable in addition on all fees for our services at the prevailing UK standard rate, currently 20%. You shall pay any VAT properly chargeable upon receipt of a valid VAT invoice.

Statutory filing charges and third-party disbursements are subject to their applicable tax treatment. VAT shall be added to those amounts only where properly chargeable under UK law.

The standard monthly fee is £159.00.

Registered office address service is £12.00 per month.

The minimum yearly fee for accounts preparation is £1,260.00. This means that if you want to close your company part way through the year, the minimum fee to do so will be £1,260.00 less anything you have already paid by way of the normal monthly fee. This is because we must still produce accounts to close your company.

The company shutdown fee on top of this (assuming all other fees are up to date) is £300.00.

We do offer reduced fees for dormancy and these will be at our discretion. If filing is still required such as £nil submissions for VAT or PAYE, the usual fee is £99 per month (excluding any additional services such as registered office address).

Fully dormant with no submissions required and minimal transactions, the fee is £45 monthly at our discretion.

Fees for services provided apply to sole directors only. Spouses and other directors are a separate matter that may require additional payment depending upon the services required.

For example, the additional fee for a normal spouse self-assessment is £140.00. More complex cases may incur additional charges based upon our normal hourly rates and can be provided on a case by case basis.

For filing of the annual Confirmation Statement, there is a fee charged by Companies House of £50.00 which will be payable by you.

The company incorporation fee is £100.00 charged by Companies House. This will be rebilled to you as part of the first monthly instalment. There is no additional charge from us for incorporation.

Anything not specifically covered here is to be quoted by us on a case-by-case basis.

5. Cancellation

Either party may give 30 days' notice to cancel the service.

Our fees are calculated based upon a 12 month period. This means if you want to leave part way through the year, cancellation fees may apply, depending on the work already carried out. The minimum yearly charge to have accounts produced is £1,260.00.

6. Refunds

Due to the nature of this service all payments to us are non-refundable.

In case of an overpayment we will return to you the correct amount.

Annual Accounts – Limited Companies

Responsibilities of Directors

As director of the company, under the Companies Acts you are responsible for:

- ensuring that the company maintains proper accounting records and for preparing accounts
- determining whether for any reason the exemption is not available in respect of the period.

You will keep records of sales invoices, purchase invoices, receipts and payments, together with any other documents relating to the company's transactions and activities. It will also be necessary for you to provide a record of stock at the company's year end.

For financial years beginning on or after 06 April 2008, a private company is usually required to file its accounts at Companies House within 9 months of the year end. The company will be liable to a fine if it fails to do so. In order to avoid this we will produce statutory accounts, suitable for filing, within the required period, provided all your records are complete and presented to us within five months of the year end, and all subsequent queries are promptly and satisfactorily answered.

We have agreed to act as your agent and to:

(a) submit the accounts to the Registrar of Companies;

(b) complete and submit the company's confirmation statement;

(c) complete and submit any other forms required by law to be filed at Companies House, provided that you keep us fully informed of any relevant changes or events which are required to be notified to Companies House, within one week of the change or event; and

(d) maintain the statutory books.

Or

You have agreed to complete all the returns required by law, for example, the annual return and the notification of changes in directors. We shall, of course, be pleased to advise you on these and any other company secretarial matters if requested.

Responsibility of the accountants

In relation to the accounts, we will prepare the company's accounts on the basis of the information that is provided to us. We will also draft the accounts in accordance with the provisions of the Companies Act, and related Accounting Standards for approval by the Board.

Should our work lead us to conclude that the company is not entitled to exemption from an audit of the accounts, or should we be unable to reach a conclusion on this matter, then we will advise you of this.

Corporation Tax

We will prepare, in respect of each accounting period of the company, a computation for corporation tax purposes adjusted in accordance with the provisions of the Taxes Acts. We will also prepare the corporation tax return (form CT600) required under the Corporation Tax Self-Assessment regulations. The corporation tax return, together with the supporting corporation tax computations, will be sent to you for approval and signature prior to submission to the Inspector of Taxes.

It should be recognised that in law a taxpayer cannot contract out of his fiscal responsibilities and that computations and return forms are prepared by us as agent for the company. You are legally responsible for making correct returns and for payment of tax on time. If we ask you for information to complete the tax return and it is not provided within the time-scale requested, so that the preparation and submission of the return are delayed, we accept no responsibility for any penalty or interest that may arise.

We will advise you of the corporation tax payments to which the company will be liable, together with the due date of payment. You must inform us immediately if the company pays or receives any interest or makes any other payment, or transfers any asset to any shareholder.

Where necessary we will deal with any queries raised by the Inspector of Taxes and negotiate with the Revenue on any question of taxation interest or penalties which may arise.

To enable us to carry out our work you agree:

(a) to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information necessary for dealing with the company's affairs. We will rely on the information and documents being true, correct and complete;

(b) to respond quickly and fully to our requests for information and to other communications from us;

(c) to provide us with information in sufficient time for the company's self-assessment tax return to be completed and submitted by the due date and

You agree that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs and undertake to authorise such third parties to communicate directly with us.

VAT Returns

You have asked us to undertake the completion of your VAT returns. We cannot be held responsible for any penalties or default surcharges arising from the late submission of VAT returns. However, we will endeavour to meet the relevant deadlines if we receive all the company's VAT records within 14 days of the end of the VAT return period.

Payroll Preparation, P.A.Y.E and N.I.

Payroll and year end returns

In order for us to prepare your payroll and year end returns we will require the following information from you:

(a) Personal details of all employees (i.e. name, NI number, home address, and the data required by HMRC to file payroll returns online which is known as Real Time Information (RTI)).

(b) All P45s, or equivalent, received by you.

(c) If any casual labour is taken on, you are required to operate P46, or equivalent, procedures.

(d) Completed forms should be passed to us for processing.

(e) Notification within two weeks of any employee who is ill for four or more calendar days, including weekends, bank holidays etc. This will enable us to operate statutory sick pay for you.

(f) Notification of any employee who adopts, becomes pregnant or whose partner adopts or becomes pregnant. This will enable us to operate statutory adoption, maternity and paternity pay.

(g) Details of any money or benefits made available to employees by you or by a third party through you.

(h) Hours worked, rates of pay, bonuses, the amount of any pension deductions (Automatic Enrolment) etc.

(i) Notification of employees engaged by you or leaving your employment.

(j) Any notice of coding received by you.

In respect of the "Automatic Enrolment" of pensions you will need to seek the advice of a person who is regulated to provide pension's advice. We will assist you in processing your payroll based on the pension deductions that you provide.

The end of period payroll returns must be received by HM Revenue & Customs on or before pay day otherwise significant penalties may be levied. There may also be interest payable if income tax and National Insurance contributions payments, due each month or quarter are late or less than indicated by the return. Only the information provided for the payroll will be reported to HMRC.

We will assist in the preparation and submission of PAYE returns as required by the authorities concerned. However, it should be understood that our appointment as your agent does not absolve the company or its directors from their statutory responsibilities. We would draw your attention to the strict rules and time limits for the submission of such returns and the substantial penalties which may arise if these are not observed.

It is therefore essential that we receive full information from you promptly to enable us to ensure that the returns are made on a timely basis. Completed returns will be submitted in accordance with HMRC requirements unless you undertake to submit these yourself.

Personal Tax – Individuals and Sole Traders

(a) Your spouse is legally responsible for [his/her] own tax affairs and should be dealt with independently.

(b) We will prepare your personal income tax and capital gains tax return together with all supporting schedules and [prepare]/[check HM Revenue & Customs' calculation of] your self-assessment of tax [and Class 4 National Insurance contributions].

(c) We will forward to you your tax return form [tax computations] and supporting for your approval. Once the return has been approved and signed by you and returned to us, we will submit it [with the computations] to the HM Revenue & Customs. You authorise us to file the return electronically.

(d) We will advise you as to amounts of tax and National Insurance contributions to be paid and the dates by which you should make the payments, including payments on account and the balancing payment, and if appropriate we will initiate repayment claims when tax [and National Insurance contributions] appear[s] to have been overpaid.

(e) We will deal with HM Revenue & Customs regarding any amendments required to your return and prepare any amended returns which may be required.

(f) We will advise as to claims and elections arising from the tax return and from information supplied by you and, where instructed by you, we will make such claims and elections in the form and manner required by HM Revenue & Customs.

(g) You have asked us to undertake all correspondence with HM Revenue & Customs on your behalf. To avoid any problems would you please send to us any forms or correspondence received from HM Revenue & Customs as soon as you receive them. In particular would you please ensure that no payments are made to HM Revenue & Customs without our confirmation that the demands are correct.

(h) HM Revenue & Customs has powers to charge both interest and penalties if there is a delay in submitting a tax return. Such charges are automatic if the tax return is submitted after 31st January following the end of the tax year, or if any payments are made after the respective due dates.

(i) It is therefore important that all details required for the preparation of your tax return are forwarded to us as soon as possible after 5th April each year and by 30th June at the latest. If the information is received after that date, we will not accept responsibility for any penalties or surcharges charged by HM Revenue & Customs.

(j) HM Revenue & Customs audits a number of tax returns each year, many of these audits are the result of a random selection. Assistance in respect of such an audit beyond the answering of straightforward queries regarding entries on the tax return is additional work and will result in separate charges. We will keep you fully informed before undertaking any extra work in respect of such an audit.

(k) We will provide our professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities 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 the tax authorities.

(l) You agree that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

This document may restrict our liability but does not attempt to restrict it beyond what is allowable by statutory law. In the instance that a term is found to be incompatible with statutory law, the rest of the document will continue to stand.

This agreement is governed by the laws of England & Wales.