

## Schedule - R&D Centre: Completing Research & Development Tax Claims to HMRC

### 1 Term

- 1.1 These Terms of Business shall commence on acceptance and, unless terminated earlier in accordance with clause 15 of these Terms of Business, shall continue for a fixed period of 24 months (**Initial Term**) whereupon it shall either continue in accordance with the provisions of clause 1.2 or terminate in accordance with the provisions of clause 1.3 (in each case, the Term).
- 1.2 On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of three months (each, a **Further Term**), unless either party has given the other party notice in accordance with clause 1.3, or unless the Terms of Business are terminated sooner in accordance with clause 15 of these Terms of Business.
- 1.3 These Terms of Business shall terminate at the end of the Initial Term or at the end of the then Further Term if either party has given the other party three months' written notice to terminate the Terms of Business, such notice to expire either upon the end of the Initial Term or the end of the then Further Term (as the case may be).

### 2 Scope

- 2.1 The services shall include gathering, preparing and submitting all relevant information to HM Revenue and Customs in respect of your research and development claim.

### 3 Charges

- 3.1 In consideration of the performance of the services by us, we shall be entitled to invoice you for the charges for each of the services in accordance with the Charges Schedule.
- 3.2 You shall pay all undisputed invoices immediately of such invoice being received.
- 3.3 All charges are fixed for the Initial Term.

- 3.4 If you receive an invoice from us which it reasonably believes includes a sum which is not valid and properly due you shall notify us in writing as soon as reasonably practicable and no later than five working days.
- 3.5 We shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to you pursuant to these Terms of Business. Such records as relate to each invoice sent to you for the charges shall be provided to you with the relevant invoice and, in accordance with generally accepted accounting principles applied on a consistent basis, shall be retained for inspection by you for a minimum period of six years (unless a longer period is required by law or regulation in which case such longer period will be deemed to apply) following the end of the Term.
- 3.6 Interest shall be payable under these Terms of Business (including on any overdue payments) at the rate of 5% per annum above the base rate of Barclays Bank PLC in force from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 3.7 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these Terms of Business and in no event shall you be responsible for any fees, charges or expenses not identified in these Terms of Business as being payable by you and, where applicable, calculated in accordance with these Terms of Business.
- 3.8 The director signing this Agreement shall, by accepting these terms on behalf of the client, be personally responsible for payment of any fees or other amounts due to us by the client, or where relevant, any group company.

#### **4 Value added tax**

All prices are subject to value added tax (if any) or any other locally applicable equivalent sales taxes (VAT), which is payable by you at the rate and in the manner from time to time prescribed by law.

#### **5 Liability**

- 5.1 Our maximum liability (howsoever arising, including in negligence) for each claim or series of connected claims arising under or in connection with these Terms of Business shall be 200% of the charges paid or due and payable (ie for services performed) in the last full year of these Terms of Business prior to the cause of action giving rise to the damages.

## **6 Prevention of money laundering and terrorist financing**

- 6.1 To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.
- 6.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.
- 6.3 You must not send us any money until we have told you that these checks have been completed.
- 6.4 We will not usually charge you for undertaking identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more time-consuming than we would normally expect.
- 6.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.
- 6.6 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:
- 6.6.1 with your consent; or
  - 6.6.2 as permitted by or under another enactment.
- 6.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 6.8 Subject to clause **Error! Reference source not found.** of the Terms of Business (*'Our liability to you'*) and paragraph 5 above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the



relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

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## CHARGES SCHEDULE FOR R&D CENTRE

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In this Schedule, unless the context provides otherwise:

<b>Claim</b>	means your claim as set out in paragraph 1.1;
<b>Disbursements</b>	means we make or agree to make on your behalf in the course of the Claim, including but not limited to [];
<b>HMRC</b>	means HM Revenue & Customs;
<b>Successful Claim</b>	as the context requires, a final decision made in the Claim by HMRC whereby you become entitled to research and development relief or expenditure credit;
<b>Success Fee</b>	means 20% of the amount awarded under any Successful Claim, together with VAT thereon as appropriate; and
<b>Unsuccessful Claim</b>	as the context requires, a final decision made in the Claim by HMRC whereby you do not become entitled to research and development relief or expenditure credit.

### 1 Claim

1.1 Your claim for [describe cause of action with sufficient certainty] against HMRC.

1.2 These Terms of Business shall cover the following:

1.2.1 drafting an application for claiming research and development tax reliefs;

1.2.2 [negotiation with HMRC];

1.2.3 [list what is covered aka the scope].

1.3 These Terms of Business shall not cover the following:

1.3.1 any appeal made by us on your behalf against the final judgement of HMRC;

1.3.2 [Insert any other exclusion].

## **2 Success Fee**

2.1 The Success Fee percentage reflects all relevant factors as they reasonably appear to us on the date these Terms of Business is entered in to, including, but not limited to:

2.1.1 our assessment of your prospects of success;

2.1.2 the fact that if your Claim is an Unsuccessful Claim, we will not earn anything;

2.1.3 the fact that if your Claim is a Successful Claim, we will not be paid until the end of the Claim; and

2.1.4 our arrangements with you about paying Disbursements.

2.2 The Success Fee is 20% of any Successful Claim, subject to a minimum fee of £1,500 per Claim if the Success Fee would be below the aforementioned minimum fee threshold.

## **3 Disbursements**

Disbursements are payments that we make or agree to make on your behalf in the course of a Claim.

## **4 Successful Claim**

If your Claim is a Successful Claim, you shall pay our Disbursements and a Success Fee (subject to the minimum threshold in paragraph 2.2) immediately.

## **5 Unsuccessful Claim**

If your Claim is an Unsuccessful Claim, you shall not pay a Success Fee, but you will be liable to pay our Disbursements.