GrantTree R&D Tax Credits Service Terms

These Service Terms apply where GrantTree agrees to provide R&D tax credit services for a Client.

This is V1 of our R&D Tax Credits Service Terms, taken from our website. It may not be the current version. The latest is always on GrantTree's website.

1. How these Service Terms apply

1.1 These R&D tax credit Service Terms apply where the Engagement Letter says they apply. They form part of the Agreement and are read together with the Engagement Terms.

1.2 The Engagement Letter will identify the first claim period, the number of Committed Claims, the services to be provided, fees, fee caps, submission approach and any agreed variations.

2. Definitions

In these Service Terms:

"**Claim**" means the documents, forms, schedules, reports and supporting materials prepared for the purpose of claiming UK R&D tax relief or related tax credits for a Claim Period.

"**Claim Benefit**" means any cash payment, payable credit, tax credit, offset, reduction in corporation tax liability, surrenderable loss, enhanced loss, confirmed loss, amended assessment, repayment, credit against another tax liability, or other financial benefit arising from or connected with a Claim.

"**Claim Period**" means the accounting period or other period for which the Client has engaged GrantTree to support an R&D tax credit claim.

"**Contracted Claim**" means a Claim the Client must use GrantTree for: each of the Committed Claims and, after those are satisfied, the Claim for any Claim Period for which the Client has not given Due Notice.

"**Committed Claims**" means the minimum number of Claims the Client has committed to use GrantTree for, as stated in the Engagement Letter. Committed Claims are counted by Claims actually filed, whether by GrantTree or by anyone else using GrantTree's work, starting with the Claim for the first Claim Period End stated in the Engagement Letter. They are not counted by financial years, tax years or accounting periods. Each filed Claim counts separately.

"**Due Notice**" means written notice that the Client will not use GrantTree for a Claim Period or for future Claim Periods, given within 6 months after the end of the relevant Claim Period.

"**Fee Cap**" means a maximum amount on the Success Fee for a Claim, where the Engagement Letter sets one.

"**Filed**" means when the Additional Information Form (AIF) for a Claim has been submitted to HMRC. Completing or amending the CT600 or tax computation is separate and is dealt with in section 5.

"**HMRC**" means HM Revenue & Customs.

"**Kick-off**" means when GrantTree starts work on a Claim.

"**Minimum Fee**" means the minimum total fee for a Claim, as set in the Engagement Letter. The Minimum Fee counts towards the Success Fee for the same Claim.

"**Processed**" means when HMRC has processed a Claim and confirmed that the Client will receive the Claim Benefit, whether by letter, approval or payment.

"**Signed Off**" means when the Client has signed GrantTree's signoff statement for a Claim.

"**Success Fee**" means the success-based fee for a Claim, as set in the Engagement Letter.

3. Client responsibility and signoff

3.1 The Client remains responsible for deciding whether to make the Claim and for confirming that the Claim is consistent with the Client's records, accounts and tax position.

3.2 Before a Claim is submitted, the Client must complete and sign GrantTree's signoff statement, including the Basis of Claim appended to it. The signoff statement confirms that the technical report, cost schedule, apportionment sheet and qualifying cost report are accurate, complete and a true representation of the Client's position. GrantTree does not need to submit a Claim until the signoff statement has been signed.

3.3 If GrantTree has prepared a Claim and the Client does not sign the signoff statement in good time, the Minimum Fee and any other fees for work already carried out remain payable. If the Claim or GrantTree's claim materials are later filed or used, section 8 applies.

4. Reliance and no audit

4.1 GrantTree prepares the Claim using information provided by or on behalf of the Client, and does not audit, independently verify or certify that information, or the Client's accounts, records, tax returns, payroll, invoices, contracts, technical evidence or eligibility position, unless GrantTree expressly agrees a separate verification service in writing.

4.2 GrantTree may help the Client gather information, including by extracting or compiling information from the Client's systems, records and accounts. Information gathered this way is treated as information provided by the Client, and the Client remains responsible for reviewing it and confirming that it is accurate, complete and representative of the Client's position.

4.3 GrantTree's analyses, apportionments and conclusions are based on the information made available to it, which may be partial. The Client must tell GrantTree promptly if any information is missing, inaccurate or unrepresentative, or if any analysis does not reflect the Client's actual position.

4.4 GrantTree may rely on the confirmations and approvals the Client gives, including the signoff statement and the entries recorded in its Basis of Claim. These are treated as information provided by the Client under this section.

5. Submission and accountant involvement

5.1 The Engagement Letter states whether GrantTree, the Client, the Client's accountant or another adviser will submit the Claim or related corporation tax return materials. Where GrantTree prepares claim materials, the Success Fee may still be payable if the Claim is submitted by the Client, the Client's accountant or another adviser.

5.2 The Client is responsible for making sure its accountant or other adviser cooperates, provides information, and submits any required filings on time where that is part of the agreed process.

5.3 GrantTree is not responsible for delays or filing failures caused by the Client, its accountant, another adviser, HMRC systems or any third-party portal.

5.4 Where CT600 and tax computation preparation and filing is included in the Engagement Letter, GrantTree prepares the amended CT600 and tax computation using the figures already prepared or filed by the Client or its accountant, adds the R&D claim information, and files the amendment. GrantTree does not act as the Client's accountant or tax agent of record, and does not review, check or take responsibility for the underlying accounts, tax computations or other figures prepared by the Client or its accountant.

5.5 GrantTree will not submit, file, approve, defend or support any Claim, filing, response or position that GrantTree reasonably considers inaccurate, incomplete, misleading, unsupported, inconsistent with applicable R&D tax rules, or inconsistent with GrantTree's professional standards.

5.6 If GrantTree prepares Claim materials but reasonably considers that it should not submit the AIF, make a filing, act as the HMRC-facing adviser or provide enquiry defence support for that Claim, GrantTree may limit its role to preparing materials for the Client or its accountant to review and use. GrantTree will explain the reason for this and will not charge any separate additional fee for the item it does not carry out.

5.7 If an item GrantTree does not carry out under section 5.6 was shown as Complimentary, no fee reduction or credit applies because no separate fee was charged for that item. Limiting GrantTree's role under section 5.6 does not reduce the Minimum Fee, any Success Fee or any fees for Claim preparation or other work carried out.

6. Claim Benefit and notification

6.1 A fee is payable on the Claim Benefit even where it is received other than as cash, including where it is offset, credited or applied against existing or future tax liabilities.

6.2 For non-cash benefits, the Claim Benefit is the practical economic value to the Client as reasonably shown by HMRC calculations, the Client's tax computations, the Client's accountant, or other reliable evidence. For RDEC, merged-scheme credits or similar credits, this means the amount paid, credited, offset or otherwise made available to the Client after statutory deductions and set-offs, unless the Engagement Letter says otherwise. Confirmed, enhanced or carried-forward losses are valued when and to the extent they are surrendered, credited, used to reduce tax, or otherwise create a financial benefit.

6.3 The Client must tell GrantTree promptly, and in any event within 5 working days, when HMRC confirms, pays, credits, offsets or otherwise makes available any Claim Benefit.

6.4 The Client must provide reasonable evidence of the Claim Benefit so GrantTree can calculate and invoice the applicable fee.

7. Fees and payment

7.1 The Success Fee for a Claim is the percentage set in the Engagement Letter applied to the Claim Benefit for that Claim. The R&D claim fee for a Claim is the Success Fee or the Minimum Fee, whichever is higher. Separately priced services or deliverables are payable in addition unless the Engagement Letter says otherwise.

7.2 The Minimum Fee is due as set out in the Engagement Letter, which may split it into instalments due at the Kick-off, Signed Off, Filed and Processed stages. If the Engagement Letter does not set a schedule, the Minimum Fee is due when the Claim is Signed Off.

7.3 The Success Fee is due in full once the Claim is Processed, whether the Claim Benefit is received as cash, as an offset against tax liabilities, or in stages. If the Client does not notify GrantTree, GrantTree may invoice on the information reasonably available to it.

7.4 Once the Client has paid an invoice, the fee is not refundable, including where HMRC later reduces, withdraws or claws back the Claim Benefit. GrantTree will correct any genuine invoicing error or overpayment.

7.5 Any Fee Cap, introductory rate or discount stated in the Engagement Letter applies as set out there, and only to the Claims or Claim Periods identified.

8. Committed Claims and future claims

8.1 The Client must use GrantTree for each Contracted Claim. Where the Engagement Letter states Committed Claims, those are the first Contracted Claims. The Client does not have to claim for every period; skipping a period simply rolls the commitment to the next Claim the Client files.

8.2 After the Committed Claims are satisfied, there is no further minimum commitment. The engagement continues so GrantTree can support future Claims, and either party may end it for future Claim Periods by notice, the Client by giving Due Notice. Ending does not release a Claim Period where fees have already accrued or work has already started with the Client's agreement.

8.3 If a Contracted Claim is filed without GrantTree's agreement, or the Client uses GrantTree's work for a Claim filed by someone else, the Client must pay the fees that would have applied, including the Minimum Fee and any Success Fee on the Claim Benefit, and give reasonable evidence so GrantTree can invoice. If GrantTree has declined to support a Claim and the Client does not use GrantTree's work for it, only fees for work already done remain due.

9. HMRC enquiries

9.1 Where Enquiry Defence support is included in the Engagement Letter, GrantTree includes support for a Claim prepared by GrantTree up to the number of hours stated in the Engagement Letter.

9.2 Enquiry defence support covers practical support in responding to HMRC questions about a Claim prepared by GrantTree. It does not include legal representation, tax litigation, appeals, settlement negotiations, penalty disputes, judicial review, or specialist tax advice.

9.3 The Client remains responsible for the accuracy of the Claim and for providing evidence, records and explanations needed to respond to HMRC.

9.4 Any enquiry defence support beyond the hours stated in the Engagement Letter, and any fees, caps, minimum fees or staged payments for that extra work, must be set out in the Engagement Letter or later written agreement.

9.5 GrantTree is not required to provide included enquiry defence support for a Claim, filing or position where GrantTree has limited its role under section 5.6, or where the Client submits materials or positions that GrantTree has not approved for submission.

10. Records and evidence

10.1 The Client must keep records supporting the Claim, including technical evidence, accounting records, invoices, payroll records, contracts, board papers, project records and other relevant documents.

10.2 The Client is responsible for keeping those records for as long as required by law, HMRC guidance or prudent business practice.

11. Additional services

11.1 Any additional service must be agreed separately in the Engagement Letter or another written agreement.

12. Liability for Claims

12.1 Each Claim is treated separately for liability purposes. Subject to the matters that cannot be excluded under the Engagement Terms, GrantTree's aggregate liability under or in connection with a Claim will not exceed the fees paid or payable to GrantTree for that Claim.