

THIS DEED is made this day of 2016 between:

1. THE COMMISSIONERS FOR HER MAJESTY'S REVENUE AND CUSTOMS (the "Commissioners") of 100 Parliament Street, London SW1A 2BQ;

AND

2. [REDACTED] ("the Partner"), of [REDACTED], a partner in [REDACTED] [REDACTED] [REDACTED] [REDACTED] (together "the Partnerships").

(each a "Party" and, collectively, the "Parties").

WHEREAS:

- (A) The Partner is a partner in the Partnerships and has been invited to reach a settlement with the Commissioners.
- (B) In order to remove the continuing uncertainty in relation to the Partner's liabilities to Tax and interest and entitlement to losses or other relief for the Relevant Accounting Periods in respect of the Partnerships the Parties now wish to make this Deed.

In consideration of the mutual obligations contained in this Deed, it is agreed as follows:

1. Interpretation

1.1 In this Deed (including the recitals) unless otherwise specified:-

- (i) Reference to the singular shall include the plural and vice versa.
- (ii) Any reference to a partner shall include a member in a limited liability partnership.
- (iii) The expressions set out in Schedule 1 shall have the meanings that are set out in that Schedule.

2. Settlement

2.1 **The Parties agree that:-**

- (i) in respect of the accounting period ended 31/12/2009 the Partner's allowable losses in respect of the First Partnership shall be reduced to £
- (ii) in respect of the accounting period ended 31/12/2010 the Partner's allowable losses in respect of the Second Partnership shall be reduced to £

- (iii) in respect of the accounting period ended 31/12/2011 the Partner's allowable losses in respect of the Third Partnership shall be reduced to £
 - (iv) no losses shall be allowable to the Partner in respect of the Partnerships for any other Relevant Accounting Period.
 - (v) the Partner has no unused losses in respect of the Partnerships for the Relevant Accounting Periods.
- 2.2 The Parties agree that in consequence of the agreements at clauses 2.1(i) (ii) (iii) (iv) and (v) the Partner is liable to pay to the Commissioners Tax of £ and interest of £ in the total sum of £ ("the Settlement Sum") in accordance with the Agreed Calculation.
- 2.3 The Commissioners agree that subject to clause 2.4(c) the Partner has no further liability to Tax or interest in respect of the Partnerships for the Relevant Accounting Periods.
- 2.4 The Partner agrees:-
- (a) to pay the Settlement Sum in full in cleared funds on or before the Due Date without any set off whatsoever against any amount that is or may be due from the Commissioners to the Partner in relation to any period whatsoever;
 - (b) that the Settlement Sum cannot be reduced by any claim for, or by the use of, any losses, tax credits, or any other relief, credit or provision, and
 - (c) that, if the Settlement Sum has not been paid by the Due Date, interest at the rate which applies for section 87A TMA 1970, which may be varied from time to time, will also be payable on any unpaid balance as if it were an amount of unpaid income tax from the Due Date until the date of payment of the unpaid balance and such interest will be payable without deduction of tax and shall not be claimed or allowed as a deduction in computing any income, profits or losses for any tax purposes.
- 2.5 The Parties agree that any amendment, whenever made, under section 28B(4) TMA 1970 or 30B(2) TMA 1970 to the Partner's company tax return or returns under paragraph 3 of Schedule 18 to the FA 1998 for any of the Relevant Accounting Periods, shall be treated as having no effect on the Partner's liabilities to Tax or the amount of the Partner's losses or other relief in respect of the Partnerships.
- 2.6 The Parties agree that if following an appeal notified to the Tribunal amounts contained in a partnership statement for any Relevant Accounting Period are reduced or increased under s50 TMA 1970, then any notice given to the Partner under s 50(9) TMA 1970 giving effect to such reduction or increase shall be treated as having no effect for any period on the Partner's liabilities to Tax or the amount of Partner's losses or any other relief in respect of the Partnerships.

- 2.7 The Partner acknowledges that the agreement comprised in this Deed is without prejudice to the position of the Commissioners in relation to the Partnerships generally and does not constitute acceptance by the Commissioners that the Partnerships are trading or acceptance that relief is due to any other Partner.
- 2.8 The Partner agrees that nothing in this Deed shall have the effect of, or otherwise be construed as, a closure notice for the purposes of paragraph 32 of Schedule 18 to the FA 1998.
- 2.9 The Partner acknowledges that it may be subject to liabilities to Tax and interest in respect of the Partnerships for accounting periods other than the Relevant Accounting Periods.
- 2.10 The Partner undertakes not to:
- (A) seek to commence or re-open any settlement discussions with the Commissioners or HMRC in relation to the matters settled by this Deed;
 - (B) take any action with a view to resiling from this Deed;
 - (C) make a claim under Part VI of Schedule 18 to the FA 1998 for repayment or discharge of any amount that has been agreed under this Deed; or
 - (D) make a claim under common law or otherwise for repayment of any amount that has been agreed under this Deed.
- 2.11 If the Partner fails to comply with any obligation to pay any amount in respect of Tax due under this Deed or fails to comply with any of the Partner's obligations in clauses 2.2, 2.10 or 3.2 of this Deed, then the Commissioners may treat the Deed as repudiated. If the Commissioners treat this Deed as repudiated then this shall be without prejudice to any other rights, powers or remedies which the Commissioners or HMRC may have in respect of any such failure or breach. In particular, and without prejudice to the generality of the foregoing, if this Deed is treated as repudiated by the Commissioners then the Commissioners and/or HMRC may take such steps (including but not limited to the making of assessments and the opening, continuation and completion of enquiries) as may be necessary in order to determine or recover the Partner's liabilities to Tax and interest in respect of the Partnerships for the Relevant Accounting Periods.

3. Miscellaneous

- 3.1 This Deed may be executed in any number of counterparts and by the Parties in separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute the original of this Deed, but the counterparts together shall constitute but one and the same instrument.

- 3.2 No Party will seek to resile from all or any part of this Deed because of a Change of Interpretation.
- 3.3 This Deed constitutes the entire agreement between the Parties in relation to the subject matter of this Deed.
- 3.4 The terms of this Deed shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction for all purposes relating to this Deed including any dispute arising out of or in connection with, or the carrying into effect of, this Deed and any dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed.

This Deed has been entered into as a deed and delivered on the date stated at the beginning of it.

SIGNED AS A DEED by [REDACTED])
[REDACTED] acting by)
[] a director,)
in the presence of:) *(signature of Director)*
)
) *Director*

Witness name:
(signature of witness)

Address:

Occupation of witness:

SIGNED as a DEED by)
[] an officer) *(signature of officer)*
of HMRC duly authorised and acting for)
and on behalf of The Commissioners for)
Her Majesty's Revenue and Customs in)
the presence of:)
)

Witness name:
(signature of witness)

Address:

Occupation of witness:

Schedule 1 – Interpretations

“the Agreed Calculation”	means the agreed calculation set out at Schedule 3;
“Change of Interpretation”	means a decision of a United Kingdom court or tribunal, or a change in interpretation (published or otherwise) by HMRC, in either case occurring after the date of this Deed;
“the Due Date”	means 30 calendar days after the date of this Deed;
“FA 1998”	means the Finance Act 1998
“HMRC”	has the meaning given in section 4 of the Commissioners for Revenue and Customs Act 2005 to the expression “Her Majesty’s Revenue and Customs”;
“the HMRC Settlement Opportunity”	means the settlement opportunity that was announced by HM Government on 3 December 2012 for some participants in certain schemes to settle their tax liabilities by agreement;
“the Relevant Accounting Periods”	means the accounting periods specified in Schedule 2;
“Tax”	means income tax and corporation tax;
“TMA 1970”	means the Taxes Management Act 1970.