

Letter of Engagement

In undertaking the work would you please note the following terms.

As you may or may not be aware that the Institute of Chartered Accountants has implemented a policy of our Practice Assurance Quality, to which this practice fully subscribe. The areas that concern you are:

1. the terms under which the work is being undertaken
2. GDPR legislation
3. the fees in connection thereto
4. grievance procedure should you not be are satisfied with the work
5. Money Laundering Act.

1 Services

Our Practice provide a range of services, some of which you may from time to time use:

- **Accounting/Taxation**, where we receive your books and records maintained to acceptable accounting and self-assessment standards and replies to any related queries, provided by you, and prepare a set of accounts (without review or opinion) from the information supplied and prepare the necessary tax computations and the relevant corporation or personal/partnership tax return. Please be aware of statutory dates for filing returns and that full records and explanations need to be with us at least three months before that date. Please also be aware that we will require you to check the accounts/returns are correct and for you to certify such, however, we will ensure that there are no differences from information supplied. If these accounts need to be audited then we will prepare an audit pack to accepted standards to be sent together with the draft accounts to your appointed auditor, this without review or opinion. You will be responsible for ensuring the accounts and tax returns are correct and complete; filing any returns and accounts by the due date; and for paying tax on time.
- **VAT Returns/MTD Returns**, where we prepare a VAT Return/MTD Return from the information supplied. Please be aware of statutory dates for filing returns and that full records and explanations need to be with us at least two weeks before that date. You will be responsible for ensuring that your returns are correct and complete and to certify such; filing any returns by the due date; and paying tax on time. We will ensure that there are no differences from information supplied. Where we file your Return online please be aware we will require confirmation from you before this can take place.
- **Payroll**, where we deal with your Payroll processing, this is prepared on a weekly/monthly/annual basis from the information supplied and annually a declaration and P60s is completed. We will RTI your processed payroll but please be aware we will require confirmation from you before this can take place. You will be responsible for ensuring any relevant information is received by us in a timely manner, prior to any submissions being made; that the data in your payroll submission is correct and complete; for complying with auto-enrolment obligations; for making any submissions by the due date; and for paying tax and NIC on time.

Automatic enrolment, if applicable, you will be responsible for auto enrolment with The Pensions Regulator (TPR) and for identifying and appointing an appropriate pension provider. You will be responsible for submitting a Declaration of Compliance to the regulators within 5 months of your staging date and for ensuring you have a pension scheme in place at least 1 month prior to your staging date. You will nominate a contact before the staging date and forward any letters received from the regulators to us. We will make pension contribution deductions to employees payslips based on instructions provided by you. We will submit the contribution schedules to TPR where this has been agreed with you.

- **Management accounts, etc.**, where required we will prepare management accounts, cash flow forecasters, forecasts and reports from information supplied. If to be submitted from this Practice, then these will be provided without any liability and also state, without restriction, the basis on which such accounts/reference is provided.
- **Business advice**, should you specifically require us to advice on any aspects of your business then this is subject to a written agreement between us.
- **Tax or vat enquiry**, should you specifically require us to advise or assist then this is subject to a written agreement between us.
- **Filing statutory documents**, we will provide documentation for filing. It is your duty to confirm the accuracy. Please be aware of statutory dates.
- **References**, we will provide these as requested by you, based on information supplied and accounts produced. These will be provided without any liability and also state, without restriction, the basis on which such reference is provided.

No other services are included.

2 GDPR

Legislation requires consent by the client for holding and retaining data for each of the services above. In order for us to operate this Letter of Engagement you must let us have your consent for us to hold whatever electronic data is necessary to undertake:

- Such information to be held during the course of this current and previous Letter of Engagement.
- You consent that data can be retained for up to seven years after this Letter of Engagement ceases.
- No data will be shared with any party save the client, the Inland Revenue or any other party that the client gives us specific instructions so to do (for example references to third parties).
- All data of a financial matter will be sent by secure email or by post.
- The practice will retain the data in a secure manner in compliance with the Data Protection Laws.
- With regard to payroll information from and to the client, this will be in a secure format or if such cannot be sent and received then such data will be transmitted by post.

You are confirming consent for each service and in order to perform the work referred to we will assume you are happy with the arrangements and unless we are advised by you not to hold your data we will continue to do so. *If you do not want us to hold your data we regret we are unable to perform our services.*

A copy of our Data Protection Policy is available on our Website or a copy can be sent on request.

3 Fees

- 3.1 Our fees are computed on the basis of time spent on your affairs by the partners and our staff, and on the level of skill and responsibility involved. Unless otherwise agreed, our fees will be charged separately for each of the main classes of work described above, will be billed at appropriate intervals during the year, and will be due within 30 days of invoice date.

It is our normal practice to request monthly payments on account of our work, such payments due within 30 days of the request or lesser period if specified, and to be offset against bills raised once work has been completed.

Should the client be a Company, if it be unable to pay our fees, then the fees will be payable personally by the Director signing this letter of engagement. For this reason the individual Director signing this letter of engagement will agree to guarantee the fees in his/her personal capacity.

- 3.2 All losses, costs and disbursements incurred by us through late payment will, in all cases, be charged back to the client. Should you fail to pay our fees within 30 days of the date of the invoice/request for payment on account, we reserve the right to charge interest at 8% above the Bank of England base rate as prescribed under the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts (Interest) Act 1998; and compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding; and suspend or terminate (see below) the services and any work which we are carrying out for you and take whatever legal steps we consider necessary in order to obtain payment.

If you consider our bill is unfair and/or excessive you have the right to raise your objections in writing, within 30 days of the date of the bill. Following a written objection we would investigate the complaint. If we then reduce the sum billed, the reduced amount will become payable on the latter of either the date of the reduction, or 30 days from the date of the original bill.

- 3.3 If it becomes necessary for us to withdraw from the engagement for any reason, our fees for work performed up to that date will be payable. We reserve the right to retain a lien over any client documents provided until such time as our outstanding fees and disbursements have been paid in full.

4 Grievance Procedure

- 4.1 Should you have any grievance with the work undertaken and we not provide you with a satisfactory answer within a reasonable time, then you should contact the Institute of Chartered Accountants in England and Wales at Silbury Court, 412-416 Silbury Boulevard, Milton Keynes, MK9 2AF, who are our regulatory body.
- 4.2 We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However we will not be responsible for any losses or penalties if you supply incorrect or incomplete information or fail to supply any appropriate information or if you fail to act on our advice or if you fail to respond promptly to communications from us.
- 4.3 You will not hold us responsible for any loss suffered from any misrepresentation supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees.
- 4.4 Unless there is a legal or regulatory requirement to do so, our work is not to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

5 Money Laundering Regulations 2007

- 5.1 In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the Serious Organised Crime Agency (SOCA).
- 5.2 You also acknowledge that we are required to report directly to SOCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
- 5.3 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity, and if a company then its owners, ultimate owners and Directors. This will include for the business proof of registration and address and for the individuals proof of identity and address. Also please note that any change of address needs again to be certified. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

6 Agreement of Terms

This letter constitutes the entire contract between us and our clients and supersedes any previous engagement letter for the period covered. This letter and our Standard Terms of Business will remain effective until it is replaced. Any variation to the agreement shall only be effective if it is agreed in writing between you and a partner on behalf of ourselves. We may, by way of written notice, terminate our authority to act on your behalf at any time without penalty.

END

