



**SIMIAWALL**

FISHER PACKMAN & ASSOCIATES

CHARTERED ACCOUNTANTS & BUSINESS ADVISORS

Name  
Address  
(by email if by email)

Thank you for instructing this practice with regards to acting for you as your Accountant.

In undertaking the work would you please note the following terms. Also could you please return a copy of this letter if you are happy with its contents so we can commence our engagement.

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. The fees in connection thereto.
3. GDPR Legislation.
4. Grievance procedure should you not be satisfied with the work.
5. Money Laundering Act.
6. Consumer Cancellation Rights
7. Acceptance of Terms

## **1 Services**

Our Practice provides 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, supporting evidence 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. If a company, then accounts will be prepared for filing with Companies House complying with FRS102. 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/P11ds**, where we prepare a VAT Return/MTD Return/P11d from the information supplied. Please be aware of statutory dates for filing returns and that full records and explanations, including ad hoc transactions 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. You will be responsible for reconciling output tax with turnover. Where we file your Return online please be aware we will require confirmation from you before this can take place. You also acknowledge that we can hold your digital files on which the returns are based.



- **Payroll**, where we are engaged to process your Payroll this is prepared on a weekly/monthly/annual basis from the information supplied and annually a declaration and P60 is completed. We will RTI your processed payroll but please be aware we will require confirmation from you before this can take place. We will assist in calculating any reclaims of statutory concessions if requested. You will be responsible for ensuring any relevant information is received by us in a timely manner, prior to any submissions being made including ad hoc transactions such as changes to employment; 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 (workplace pension)**, where we are engaged to process your payroll, 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 and Taxation advice**, should you specifically require us to advise on any aspects of your business and taxation 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.
- **Trusts**, where we are engaged the Trustee is responsible to register the Trust and maintain a record of beneficial owners and report such matters to HMRC.
- **Tax Fee Protection**, where taken up this is per our recommended provider and on an annual basis from 1<sup>st</sup> October in any year; the schedule of services covered and not covered and other contractual obligations is part of their liability.

**No other services are included.**

## 2 Fees

2.1 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.



2.2 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.

2.3 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.

**3 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.

When signing this Letter of Engagement 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 Statement is available on our Website or a copy can be sent on request.

**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, (acknowledge this within 5 working days and a full answer within eight weeks), 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.

4.5 Details of our professional indemnity insurers are available on our website or details can be sent on request.



## 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 Consumer Cancellation Rights

### For personal clients only where the engagement has been agreed at the business premises

#### 6.1 Right to cancel

6.1.1 This contract was agreed at our business premises therefore cancellation rights given to consumers under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

**\*\*OR\*\***

### For personal clients only where the engagement has been agreed at a distance or off-premises

#### 6.2 Right to cancel

6.2.1 You have the right to cancel within 14 days without giving any reason. The cancellation period will expire after 14 days from the date you enter into the contract.

6.2.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or email).

6.2.3 To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period expires.

#### 6.3 Effect of Cancellation

6.3.1 If you cancel this contract, we will reimburse you for all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel the engagement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

#### 6.4 Commencement of services

6.4.1 We will not begin work on the attached schedules(s) of services before the expiry of the cancellation period unless you specifically instruct us to do so. You may do this by ticking the box below your signature.

6.4.2 If, during the cancellation period, you asked us in writing to begin the performance of our services and then cancelled, you will pay us a proportional amount for our services performed up to the date of your cancellation, compared with the total amount for the whole assignment.



**7 Agreement of Terms**

This letter constitutes the entire contract between us and supersedes any previous engagement letter for the period covered. The terms set out in this letter and our Standard Terms of Business shall take effect immediately upon your countersigning this letter and returning it to us. Once agreed, this letter and our Standard Terms of Business will remain effective from the date of signature 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.

We should be grateful if you would confirm your agreement to the terms of this letter by initialling each page in the box provided at the bottom right hand of the page, signing and returning the enclosed copy. If this letter is not in accordance with your understanding of the scope of our engagement, please let me know.

Yours sincerely



Principle responsible for this engagement: Nik Fisher  
Simia Wall, the trading name of Simia Wall LLP

Devonshire House  
582 Honeypot Lane  
Stanmore  
Middlesex HA& 1JS  
Tel No: 0208 732 5500

I confirm that I have read and understood the contents of this letter and agree that it fully records the agreement between us relating to your appointment to carry out the work described in it.

**Appointment Acceptance**

**Name:**  
**If Company or partnership or trust**

**Position:**  
**On behalf of:**

**Signature:** .....

**Date:** .....

I hereby instruct you to begin providing the attached schedule(s) of services before the expiry of the cancellation period (if not, please tick the box)

Simia Wall is the trading name of Simia Wall LLP Registered in England & Wales Number OC423823  
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Consultants: Reva Shenker FCA Michael Shenker FCA Mark Staszewski ACA  
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