

Letter of Engagement

Dear Sir/Madam,

We thank you for you and/or your Company's instruction and engaging us as your Bookkeeper. The purpose of this letter is to set out and confirm the basis on which we will act and the terms of our engagement.

This Letter of Engagement ("the Letter") confirms we are acting for you, the period of the Letter, our fee arrangement and our respective responsibilities. If you instruct us to act for other persons and/or companies we shall issue them with a separate Letter of Engagement, which will confirm the details of that separate relationship.

1. Your Instructions

1.1 The Letter details the work you have instructed us to complete upon our initial engagement. Accordingly, we are only responsible for the completion of the actions detailed in the Letter. Should you instruct us to complete further work outside the scope of the Letter, and we consent, we will prepare another Letter of Engagement detailing those further actions, or we shall include them in an addendum to this Letter, either of which we will require you to sign and date before we undertake those further responsibilities.

1.2 We shall rely on the information and instructions you provide as being accurate and, upon you becoming aware of any incorrect information or instruction conveyed by you or any authorized third parties on whom you rely, you inform us of the error/s at the earliest possible instant. This will enable us to mitigate or rectify any detrimental situations or issues which arise (if doing so falls within our instruction). Although we shall use all reasonable skill and care in completing your instruction, we will not be responsible for any errors resulting from incorrect information you or your representative/s provide.

1.3 We shall not be responsible for any actions, comments or advice and/or subsequent loss or situation which are outside the scope of your instructions and our responsibilities as detailed in the Letter, unless the Letter expressly states otherwise.

1.4 You will be responsible for identifying any fraud and/or irregular transactions in your accounting records. However, should we become aware of any, we shall notify you as, and if, appropriate.

1.5 You have instructed us to provide the following accounting services for the period of 1 year: Self Assessment Tax Return preparation.

2 Preparing your Self Assessment Tax Return

2.1 We are instructed to complete and submit your Self-Assessment Tax returns. Please note, that you will remain responsible for Self-Assessment tax returns being submitted in accordance with the strict rules and time limits as well as any other statutory responsibilities.

2.2 In order to fulfill our instruction we will be dependent upon you providing us with all relevant information in a timely manner and ensuring its accuracy. If you do not provide us with this information in a reasonable period and not less than 14 days before the end of the Self Assessment filing date we shall be unable to meet your instruction, and will not be responsible for any penalties or fees arising from any late submission.

2.3 You will be responsible for: forwarding to us all income and expense records, forwarding to us all other personal income statements related to your Self-Assessment records.

2.4 Completed returns will be made available to you for approval before submission.

STANDARD TERMS AND CONDITIONS

3 Fees

3.1 Our fees shall be calculated according to the time spent completing your instruction and may be charged separately for each area of work we carry out. We will bill you at reasonable and frequent intervals through-out the year and you will be liable for payment of our fees within 10 days of receipt of any of our invoices.

3.2 VAT is applicable to our fees and where/if it applies, shall be clearly detailed as VAT in our invoices. Any other disbursements and/or expenses we incur on your behalf in the course of completing your instruction, further to the examples listed below, are also payable and will be added to and clearly detailed in our invoices.

3.3 It is agreed that you shall pay us via Card payment or bank transfer an annual one-off fee based on the following terms:

- £100 if all fee paid before 31st July and all records and documents sent before 31st July
- £150 if all fee paid before 30th November and all records and documents sent before 30th November
- £200 if all fee paid before 31st January and all records and documents sent before 31st January

3.4 Should after commencement of our engagement, the standing order payment be found to be insufficient, we reserve the right to amend the standing order payment, only with your agreement, and that such agreement will be in writing and signed by both parties, and shall take precedent to the figure contained within the Letter.

3.5 In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve

the right to charge you interest on any late paid invoices at the rate of 3% above bank base rates, and, if considered appropriate, give you written notice before subsequently withdrawing our services and ceasing to act for you.

3.6 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 10 days of receipt, failing which you will be deemed to have accepted that payment is due.

3.7 Should a fixed fee be agreed for the provision of a specific service, the fee and service must be clearly and explicitly stated in writing and signed by both parties. The fixed fee shall only apply to the exact work specified in the quote and should it become apparent the fixed fee is not tenable, we reserve the right to contact you and provide a revised figure on which we shall seek your written agreement.

3.8 Any previous estimate we have provided concerning our likely fees will not be contractually binding unless we explicitly stated, in writing, that that will be the case.

4 ICB Regulations

4.1 We observe and act in accordance with the Professional Conduct Regulations of the Institute of Certified Bookkeepers (“ICB”) and accept your instructions on the basis that we shall abide by those Regulations. We are not liable for any loss and/or damage and/or cost arising from our compliance with statute or the ICB Regulations.

4.2 We are obliged by Law and by ICB to undertake checks to ensure that you and your business are operating lawfully. The checks require us to obtain and retain proof of your beneficial owners, officers and managers identity and residence. By agreeing to our terms of engagement you accept that we are authorized to complete such checks as necessary.

5 Legal Jurisdiction

5.1 Our engagement and the terms of the Letter will be governed by, and are to be constructed in accordance with English Law. Both parties agree The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Letter and any matter arising from it. Each party irrevocably waives the right to object that any action brought in the Courts of England has been issued in an inappropriate forum, or to claim that those Courts do not possess jurisdiction.

6 Client Identification

6.1 As Bookkeepers we are obliged to comply with the duties laid out by the Bribery Act 2010, Fraud Act 2006, Criminal Finances Act 2017, Terrorism Act 2000, Proceeds of Crime Act 2002 the Money Laundering Terrorist Financing and Transfer of Funds Regulations 2017 as well as other UK Law.

6.2 Part of those duties requires us to obtain documentary evidence to confirm the identity, addresses and business details of you and your beneficial owners, officers and managers, which we will require before accepting your instruction. The information we will need is: A Utility bill (from either you/your company) not more than three months old, a Passport or driving license or Photo ID cards of each named beneficial owner, officer and manager, and a Certificate of Incorporation (if a Ltd company)

6.3 We will accept your instructions on the assumption that you are honest and law abiding, however, should suspicions arise concerning criminal activity, terrorism and/or money laundering we will be obliged to make a report to the appropriate authorities and may be prohibited from telling you we have done so.

6.4 We will not be liable for any loss and/or costs which result from our compliance with the Bribery Act 2010, Fraud Act 2006, Criminal Finances Act 2017, Terrorism Act 2000, Proceeds of Crime Act 2002 the Money Laundering Terrorist Financing and Transfer of Funds Regulations 2017 and other UK Law.

7 Data Protection

7.1 During the course of our instruction we will need to process your personal data. When doing so we confirm that we shall comply with the provisions of the Data Protection Act 1998 and the General Data Protection Regulations 2017 from 25 May 2018. We will need to process your personal data to complete the terms of this engagement and are likely to use it when maintaining our client records and/or for complying with supervisory, regulatory and legal requirements and crime prevention. In order to comply with our supervised requirements we will need to share your personal information with our supervisor, ICB. Further details on our usage of and the protection of your personal data can be found in our Privacy Notice.

7.2 We will also communicate with you by email, and we confirm that it will be the responsibility of the recipients for checking emails and attachments for viruses. We will not be responsible for problems, accidental errors, losses or corrupted and altered data affecting the electronic communications after despatch.

7.3 We shall take all reasonable steps to keep your information and communications confidential with the exception of legal, regulatory and/or supervisory disclosure. We also reserve the right to disclose your personal information to our insurer for specific purposes and/or to disclose your personal data to third parties if you have given us your explicit, written consent to disclose it. All of the information under this heading will be held for a period not exceeding 6 years after the engagement has ended.

8 Third parties

8.1 You will provide us with explicit written consent to disclose the accounts, statements and

reports we prepare on your behalf to an authorized point of contact. The authorized point of contact shall be responsible for nominating other persons/third parties whom we may also disclose the documents to, and such nominations must be signed and in writing.

8.2 If it becomes necessary to subcontract some of the work on your matter, any subcontractors we employ shall be bound by the same terms of confidentiality and Rule of Professional Conduct by which we are governed.

8.3 We reserve the right to mention you as our client for promotional purposes and activity.

9 File destruction

9.1 You are legally responsible for retaining all relevant documents and records concerning your tax. However, during the course of our engagement we may temporarily hold some of your financial records to enable us to complete our contractual obligations. Upon the conclusion of the Letter we will arrange for your original documentation to be returned/collected. If you are unable to collect your documents and require your documents returned to you, you will be responsible for meeting the costs of the courier/postal services we employ.

9.2 Unless you send us your signed written instruction stating otherwise, our intent will be to destroy all stored electronic and paper correspondence and other documents pertaining to your file which are more than 6 years old (unless we deem some documents may continue to be of significance or there are legal reasons that mean they cannot be destroyed)

10 Conflicts of Interest

10.1 If we become aware of any conflict of interest which arises due to our contractual or professional relationships with other clients, we will notify you, unless we are not authorized to do so because of obligations concerning confidentiality and disclosure. In some instances, it may not be appropriate for us to continue acting for you and, if this occurs, we shall notify you promptly before ending our contractual relationship.

11 Customer Service and Complaints

11.1 We are committed to providing a high quality service and standard to our clients which is evident in the work we produce. If you have cause to complain about the service you have received please contact us at the earliest instance and we will carefully and promptly consider your points and do all that we can to reach a mutually agreeable solution. If you are still not satisfied with the resolution we have suggested, you may of course make a complaint directly to our supervisor: The Institute of Certified Bookkeepers, 122-126 Tooley St, London SE1 2TU
Email: professional.standards@bookkeepers.org.uk

12 Insurance

12.1 During the term of the engagement, the Bookkeeper shall maintain in force, with a reputable insurance company appropriate professional indemnity insurance at an amount not less than £1,000,000 to cover the liabilities that may arise under or in connection with the Letter and upon your request will produce to you both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 Limitation of Liability

13.1 We will ensure that all of our services are provided with reasonable care and skill. During the term of our engagement our liability is limited to gross negligence, wilful misconduct and/or deliberate default and any losses, costs, expenses and damages that arise as a direct result.

13.2 The information and advice we provide during the period of our engagement are for your sole use, unless expressly stated otherwise, in writing and signed by both parties. We accept no responsibility to third parties to whom the Letter is not addressed and, further, no third party has any conferred rights and obligations under this engagement.

13.3 If you or any third party provides us with incomplete, misleading and/or false information and/or we are subject to information being withheld, concealed and/or misrepresented, we will not be liable for any resulting losses, penalties, interest and/or additional tax liabilities. The limitations in this paragraph will not apply if, during the course of us carrying out our obligations, we become aware that information is being withheld, concealed and/or misrepresented and we do not address the issue and/or take steps to alert you or the appropriate authorities.

13.4 If we are unable and delayed in fulfilling our obligations under the engagement letter due to circumstances beyond our reasonable control we will not be liable for any resulting loss.

14 Disengagement/Termination

14.1 The term of our engagement commences with your acceptance and online approval of this letter, unless otherwise agreed in writing.

14.2 Should either party deem it necessary for the term of engagement to conclude, either party has the right to give the other notice in writing of the disengagement/termination, and such disengagement/termination shall not be implemented until 30 days from issue of the notice.

14.3 Where possible, the notice shall clearly detail the remaining responsibilities of either party, provided those responsibilities do not fall outside the agreed terms of the engagement.

14.4 Should we become aware, or have reason to believe that you have misled HMRC or otherwise engaged in criminal or suspect activity, we reserve our right to immediately terminate the Letter and that such termination will be implemented without prejudice to either party's rights

in the Letter.

14.5 Should you not respond to our communications for a period of 1 year or more, we reserve our right to send a disengagement/termination letter to your last known address and after three days of sending the letter, to cease to act.

15 Variation

15.1 Any variation to the Letter must be by mutual consent, in writing, signed and dated by the bookkeeper and the client and attached to this Letter.

16 Terms of the Letter of Engagement

16.1 The responsibilities, terms and conditions of the Letter are to remain effective from the date of online approval until such times as the Letter is superseded and/or the parties disengage/terminate the Letter.

16.2 The client and bookkeeper confirm that they have read and understood the contents of this Letter and agree that it clearly and accurately reflects the client's instruction and the terms of this engagement.

Approved online by the Client before sending the online form