BRYTANIA ACCOUNTANTS

Dear Sir/Madam,

ENGAGEMENT LETTER
APPOINTMENT AS PROFESSIONAL ADVISERS

The purpose of this letter, along with the attached schedules of professional services and related terms of business, is to set out the basis on which we act and the respective areas of responsibility of ourselves and you.

1. Professional services to be provided

We may provide the following services:

- accounts preparation;
- bookkeeping;
- company secretarial;
- completion of business tax returns;
- payroll – ongoing processing and year end procedures;
- completion of personal tax returns;
- preparation of VAT returns (Appendix 9);
- other (as required);

The scope of these services is set out in the attached schedules of professional services and should be read in conjunction with our most recent terms of business. Any additional services that you ask us to provide will be subject to new or amended schedules of professional services.

2. Limitation of liability

We have specifically drawn your attention to paragraph 2.8 in our terms of business regarding our firm's maximum liability.

BRYTANIA LTD
220C BLYTHE ROAD, LONDON W14 0HH
COMPANY REGISTRATION NUMBER: 05400215
EMAIL: INFO@BRYTANIA.CO.UK | TEL.+442081446976

3. Data protection

We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to section 6 of the attached terms of business which details how we treat personal data received by us in the provision of our services during our engagement. By signing this letter you confirm that you have read and understood section 6 and any privacy notice referred to therein.

4. Other services

Periodically, we would like to contact you with details of other services which we can provide. Please note that by signing this letter you consent to us contacting you by post, email and SMS messages for this purpose.

5. Agreement of terms

The terms set out in this letter, which includes the schedule of professional services and terms of business, shall take effect immediately upon you countersigning this letter and returning it to us or upon the commencement of work, whichever is earlier.

Once it has been agreed, this letter will remain effective until it is replaced or we cease to act for you and issue you with a disengagement letter.

We would be grateful if you could confirm in writing your agreement to these terms by signing and returning the enclosed copy of this letter, or let us know if they are not in accordance with your understanding of our terms of engagement.

Yours faithfully,

Adam Bany



Appendix of professional services

PREPARATION OF STATUTORY FINANCIAL STATEMENTS – LIMITED COMPANY

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to the preparation of your statutory financial statements and your responsibilities as directors. If we undertake bookkeeping services for you then this work will be covered in a separate appendix.

1. Directors' responsibilities

1.1 You are responsible for preparing financial statements which give a true and fair view and have been prepared in accordance with the Companies Act 2006 (the Act). You must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the company.

1.2 In preparing the financial statements, you are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume the company will continue in business.

1.3 You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the company's financial position, and for ensuring that the financial statements comply with United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice (UK GAAP)) and with the Act and give a true and fair view.

1.4 You are responsible for determining whether the company is eligible to follow the small entity regime.

1.5 You are also responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error.

1.6 You are responsible for determining whether, in respect of each financial period, the company meets the conditions for exemption from an audit as set out in section 477 or 479A or 480 of the Act and for determining whether, in respect of each financial period, the exemption is not available for any of the reasons set out in sections 478, 479 and 479B of the Act.

1.7 You are responsible for ensuring that the company assets are safeguarded, and for establishing arrangements designed to deter fraudulent or other dishonest or irregular conduct, and detect any that occurs.

1.8 You are responsible for ensuring that the company complies with applicable law and regulations, and for establishing arrangements designed to prevent any non-compliance with law and regulations and to detect any that occur.

1.9 You have undertaken to make available to us, as and when required, all the company's accounting records and related financial information, including minutes of management and shareholders' meetings necessary for the compilation of the financial statements. You will make full disclosure to us of all relevant information that we need to do our work.

2. Scope of our work

a. You have asked us to assist you in the preparation of the financial statements in accordance with the requirements of the Act. We will compile the annual financial statements based on the accounting records maintained by you and the information and explanations given to us by you. We shall prepare draft annual financial statements for your approval. We shall plan our work on the basis that no report on the financial statements is required by statute or regulation for the period, unless you inform us in writing to the contrary. In carrying out our engagement we will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits and other assurance assignments.

b. We will not carry out work to determine whether or not the company is entitled to adopt the small company financial reporting regime, however, should our work indicate that the company is not entitled, we will inform you of this.

c. You have advised us that we can abridge the balance sheet.

d. You have advised us to take advantage of the small company filing regime which is applicable to both small and micro companies.

e. You have advised us that the company is exempt from an audit of the financial statements. We will not carry out any work to determine whether or not the company is entitled to audit exemption, however, should our work indicate that the company is not entitled we will inform you of this.

f. Our work as the compilers of the annual financial statements will not be an audit of the financial statements in accordance with International Standards on Auditing (UK). Consequently, our work will not provide assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error.

g. Since we have not carried out an audit, nor confirmed in any way the accuracy or reasonableness of the accounting records maintained by the company, we are unable to provide assurance as to whether the financial statements we prepare from those records present a true and fair view.

h. We have a professional responsibility not to allow our name to be associated with financial statements which may be misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or additional disclosures that we consider appropriate. If an agreement cannot be reached and as a result we consider that the financial statements are misleading, we will withdraw from the engagement.

i. We will advise you as to the adequacy of your records for preparation of the statutory financial statements and make recommendations for improvements, which we consider necessary.

j. As part of our normal procedures we may request you to provide written confirmation of any information or explanations given to us orally during the course of our work.

3. Form of the accountant's report

3.1 We shall report to the directors, with any modifications that we consider may be necessary, that in accordance with this engagement and in order to assist you to fulfil your responsibilities, that we have compiled, without carrying out an audit nor any other assurance service, the financial statements from the accounting records of the company and from the information and explanations supplied to us. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's board of directors as a body for our work or for this report.

Appendix of professional services

BOOKKEEPING SERVICES

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to bookkeeping services and your responsibilities. If we undertake the preparation of your annual or management accounts then this work will be covered in separate appendices.

1. Your responsibilities

a. You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the business's financial position. You have asked us to assist you in fulfilling this duty.

b. You are responsible for ensuring that appropriate accounting policies and estimation techniques are followed by your business.

c. You are responsible for ensuring that the business's assets are safeguarded, and for establishing arrangements designed to deter fraudulent or other dishonest or irregular conduct, and detect any that occurs.

d. You are responsible for ensuring that the business complies with applicable law and regulations, and for establishing arrangements designed to prevent any non-compliance with law and regulations and to detect any that occur.

e. You have undertaken to make available to us, as and when required,

all the business's accounting records and related financial information, including minutes of management meetings necessary to undertake our engagement. You will make full disclosure to us of all relevant information that we need to do our work.

2. Scope of our work

2.1 We may assist you in maintaining your accounting records if requested and agreed:

- keep a record or all receipts (bank and cash), payments (bank and cash), purchases and sales (including orders, invoices and statements);
- maintain a cash book;
- maintain a petty cash book;
- maintain a sales day book and a sales ledger;
- maintain a purchase day book and a purchase ledger;
- analyse and post the company credit card(s);
- reconcile the bank account(s);
- reconcile the sales ledger to the sales ledger control account;
- reconcile the purchase ledger to the purchase ledger control account;
- reconcile individual purchase ledger balances to any supplier statements received as necessary;
- review and investigate any credit balances on the sales ledger and debit balances on the purchase ledger;
- review and clear any suspense accounts;
- update the tangible fixed assets register, including providing for appropriate depreciation as necessary;
- value items on the stock list;
- import the payroll information;
- reconcile the gross wages/net wages/PAYE NI control accounts;
- reconcile the VAT account;
- calculate and post accruals and prepayments;
- post provisions for tax and deferred tax;
- produce a nominal ledger and trial balance.
- produce a list of stock/work in progress/amounts recoverable on contracts.

2.2 We will advise you as to the adequacy of any accounting records that you have maintained and make recommendations for improvements, which we consider necessary.

Appendix of professional services

COMPANY SECRETARIAL WORK – PRIVATE LIMITED COMPANY

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to company secretarial work and your responsibilities. If we undertake the preparation of your annual financial statements then this work will be covered in a separate appendix.

Please note that failure to keep your company's People with Significant Control (PSC) Register up to date at Companies House can render directors with fines and custodial sentences of up to two years' imprisonment.

1. Your responsibilities

1.1 You are required to file your financial statements at Companies House within nine months of the period end. Failure to do so will make the company liable for a fine.

1.2 In order to avoid this, we will produce statutory financial statements, suitable for filing, within the required period, provided all your records are complete and presented to us within four months of the year end, and all subsequent queries are promptly and satisfactorily answered. We accept no responsibility for fines or regulatory action taken against the directors where the statutory financial statements are not available for filing.

1.3 To keep us fully informed of any relevant changes or events which are required to be notified to Companies House (including information regarding PSCs), within one week of the change or event.

1.3 To review the information held at Companies House annually to ensure that it is correct, prior to the annual confirmation statement being prepared and submitted.

2. Our responsibilities

2.1 If requested and agreed, we may produce statutory financial statements, suitable for filing, within the required period, provided you meet the conditions outlined in paragraph 1.1.

2.2 We may to act as your agent and subject to you fulfilling your duties as noted in section 1 above to:

- submit the financial statements to the Registrar of Companies;
- complete and submit the annual confirmation statement;
- complete and submit any other forms required by law to be filed at Companies House; and
- maintain the statutory books.

Appendix of professional services

CORPORATION TAX

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to the preparation of corporation tax returns.

Where we have been requested to deal with the tax affairs of individual directors, each director will have been issued with a separate engagement letter that deals with their affairs.

1. Your responsibilities

1.1 Our appointment does not exonerate you from your legal responsibilities of:

- ensuring that the corporation tax return (which includes corporation tax self-assessment return, corporation tax computations and the company's financial statements for the period being submitted to HMRC in an Inline eXtensible Business Reporting Language (iXBRL), including, where appropriate, iXBRL tagging) is correct and complete;
- filing any returns by the due date; and
- making payment of tax on time.

Failure to do this may lead to automatic penalties, surcharges and or interest.

The person approving the return (as noted on the last page of the return) cannot delegate their legal responsibility to others. The person approving the return agrees to check that the return we have prepared is accurate and complete before they approve it.

1.2 To enable us to carry out our work you agree:

- that all returns are to be made on the basis of full disclosure;
- that you are responsible for ensuring that the information provide to us, is to the best of your knowledge, accurate and complete;
- that we are authorised to approach such third parties as may be appropriate for information that we consider necessary to deal with the company's corporation tax affairs;
- to provide us with information in sufficient time for the company's tax return to be completed and submitted by the due date of 12 months following the end of the tax accounting period. In order that we can do this, we need to receive all relevant information by the latest 8 months after your balance sheet date.
- to provide information on matters affecting the company's tax liability for the accounting period in respect of which instalments are due at least four weeks before the due date of each instalment. This information should include details of trading profits and other taxable activities up to the date the information is provided, together with estimates to the end of the accounting period; and
- to provide us with information on advances or loans made to directors, shareholders or their associates during an accounting period and any repayments made or write offs authorised at least within three months of the end of the relevant accounting period.

1.3 You will keep us informed of material changes in circumstances that could affect the tax liabilities of the company. If you are unsure whether the change is material or not please let us know so that we can assess its significance.

1.4 You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC in time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been signed and submitted it is essential that you let us have copies of any correspondence received because HMRC are not obliged to send us copies of all communications issued to you.

2. Our responsibilities

2.1 We will prepare the corporation tax computation and supporting schedules required for the preparation of the company corporate tax return from the accounts, information and explanations provided to us on your behalf.

2.2 We will prepare the company's corporate tax return, using appropriate commercial software to apply XBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts in iXBRL via the Government Gateway for tax purposes. We will, to the extent we consider necessary, manually amend or apply tags if the software has not applied automatic tagging or where we consider any automatic tagging to have been inappropriate. We will provide you with detailed information regarding the tagging applied for your approval.

2.3 After obtaining the approval of an authorised nominated director (we will request that they sign the final page of the draft return, as the actual corporation tax return submitted is no longer signed), we will submit the company's corporate tax return to HMRC. We will not accept liability for any financial penalty or loss or other damage arising from any rejection of the iXBRL accounts by HMRC or otherwise as a result of incorrect or inappropriate tagging.

2.4 We will tell you how much tax the company should pay and when. Where appropriate, we will initiate repayment claims when tax has been overpaid. We will advise on the interest and penalty implications if corporation tax is paid late.

2.5 We will inform you if instalment payments of corporation tax are due for an accounting period and the dates they are payable. We will calculate the quarterly instalments which should be made on the basis of information supplied by you by the date agreed.

2.6 We will advise you as to possible tax return-related claims and elections arising from information supplied by you. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.

2.7 We will deal with all communications relating to the company's tax return addressed to us by HMRC or passed to us by the company. However, if HMRC choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

2.9 Where you have instructed us to do so, we will also provide such other taxation advisory and ad-hoc services as may be agreed between you and us from time to time. These may be the subject of a separate appendix to our engagement letter, at our option. Where appropriate, we will discuss and agree an additional fee for such work when it is commissioned by you. Where specialist advice is required on occasions, we may need to seek this from, or refer you to an appropriate specialist.

Appendix of professional services

PAYROLL – REOCCURRING COMPLIANCE WORK (INCLUDING AUTO-ENROLMENT) AND YEAR END PROCEDURES

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to the preparation of your payroll, helping you to comply with auto-enrolment and undertaking year end payroll procedures. This appendix also contains a data processor's agreement as required by GDPR.

We will only process information provided by your representative.

1. Your responsibilities

1.1 Our appointment does not exonerate you from your legal responsibilities for:

- ensuring that the data in your payroll submissions is complete and accurate;
- complying with auto-enrolment obligations;
- ensuring that pension records are correct;
- making any submissions by the due date;
- making payment of tax and NIC on time;
- ensuring that your declaration on form P11D(b) is true to the best of your knowledge and belief and therefore that the entries on the related P11D forms are correct and complete;
- filing any returns by the due date after the end of the tax year;
- making payment of Class 1A NIC on time; and
- making payment of pension contributions on time.

Failure to fulfil your duties may lead to automatic penalties, surcharges and interest.

Employers [and signatories to returns] cannot delegate their legal responsibility to others. You agree to check that submissions [and returns] that we have prepared are complete and accurate before you approve [and sign] them. You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.

1.2 To enable us to carry out our work you agree:

- that all information required to be delivered online is submitted on the basis of full disclosure;
- to provide full information necessary for dealing with your payroll [and benefits in kind] affairs and workplace pension scheme contributions: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- to provide us with details about auto-enrolment arrangements, including the scheme name and address, and your employer's pension scheme reference;
- to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates of pay and other information relevant to the services provided under this schedule. We will process the changes only if notified by that/those individual(s);
- to advise us in writing of changes of payroll pay dates;
- to notify us at least 5 working days prior to the payroll date of all transactions or events which may need to be reflected in the payroll for the period or may need to be considered in relation to auto-enrolments obligations for the period, including details of:
  - changes of payroll pay dates;
  - all new employees (including full names, address, date of birth, gender, National Insurance number, their start date and starter form) and details of their remuneration packages;
  - for employees who are active pension scheme members, name of pension scheme, pensionable pay, employee and employer contribution rates, dates from / to which contributions payable;
  - names and date of birth of all apprentices aged under 25;
  - names and date of birth of all employees aged under 21;
  - information necessary to enable us to calculate statutory payments, i.e., statutory sick pay, statutory maternity pay,

statutory adoption pay, statutory paternity pay, statutory shared parental pay;
    - all leavers, including deaths of employees, their leaving date, termination arrangements, and any payments to be made after their leaving date;
    - all changes to remuneration packages
    - irregular and / or ad hoc payments and the dates to be paid;
    - all auto enrolment opt-in and opt-out requests;
    - changes in categorisation for all workers; and
    - all pension scheme changes;
  - to approve at least 1 day before deadline:
    - in-year and final full payment submission (FPS);
    - in-year and final employer payment summary (EPS); and
    - earlier year update (EYU);

- if we do not hear from you by the above deadlines, subject to any other agreement between us, we will take your silence as your approval for us to submit the return;
- you will keep us informed of changes in circumstances that could affect the payroll. If you are unsure whether the change is material or not please let us know so that we can assess the significance; and
- that we are authorised to approach such third parties as may be appropriate for information that we consider necessary to deal with your payroll affairs.

1.3 If the information required to complete the payroll services set out above is received less than [number] working days before the payroll date we will still endeavour to process the payroll and returns to meet the agreed payroll date and filing deadlines but we will not be liable for any costs or other losses arising if the payroll is late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.

1.4 You will forward to us any communications received from HMRC in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC have the authority to communicate with us when form 64-8 has been signed and submitted it is essential that you let us have copies of any correspondence received because HMRC are not obliged to send us copies of all communications issued to you and, in most cases, will not do so.

Auto-enrolment

1.5 You are responsible for choosing a pension scheme that meets the automatic enrolment qualifying criteria and we recommend that you take appropriate independent advice.

1.6 You are responsible for enrolling all eligible jobholders in a qualifying scheme.

1.7 You are required within five calendar months from the start of your legal duties and then when re-enrolling eligible jobholders to make a declaration of compliance to the Pension Regulator (tPR).

1.8 You are responsible for providing all relevant information to the trustees or manager of the pension scheme within the statutory period.

1.9 You are responsible for providing the required statutory information to your workers. This includes writing to new starters and those who become eligible to be enrolled by age or earning within six weeks of them meeting the criteria.

1.10 In addition to the information noted in 1.2 above to comply with auto-enrolments legislation you must also, keep records of:

- status within the pension scheme;
- opt-in notices;
- opt-out notices; and
- joining notices.

1.11 You are responsible for the monitoring of workers' ages and earning, and agree to advise us of any changes in categorisation or status of your workers.

1.12 You are responsible for monitoring opt-in and opt-out requests and where workers with the right to opt in or opt out exercise those rights.

2. Our responsibilities

2.1 We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:

- calculating the pay as you earn (PAYE) deductions, including at the Scottish and Welsh rate of income tax, if applicable;
- calculating the employees' National Insurance contributions (NIC) deductions;
- calculating the employer's NIC liabilities;
- calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;

- calculating employee and employer pension contributions for employees who are members of workplace pension schemes on the basis of the information that you provide to us;
- process any refunds from work-based pension providers;
- claiming employment allowance;
- calculating, if appropriate, apprenticeship levy;
- calculating other statutory and non-statutory deductions; and
- submitting information online to HMRC under RTI for PAYE.

2.2 We will prepare and send to you the following documents before the time of payment through the payroll or due date for delivering information to HMRC:

- payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
- [the data included within each] FPS for taxable pay and payrolled benefits for each employee;
- a payslip for each employee unless not required;
- a form P45 for each leaver;
- a report showing your PAYE and NIC liability and due date for payment; and
- a report showing employee and employer pension contributions payable in respect of each employee to the respective workplace pension scheme(s) of which they are members and the due date(s) for payment.

2.3 We will submit FPSs online to HMRC after the data to be included therein has been approved by you. (FPSs must reach HMRC normally on or before the payroll pay date.) You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out above.

2.4 For each tax month we will prepare, where appropriate, an employer payment summary (EPS) from the information and explanations that you provide to us. (Examples of EPS data include statutory payments, employment allowance, Construction Industry Scheme (CIS) deductions, apprenticeship levy allowance allocated to the PAYE scheme, apprenticeship allowance payable to date and confirmation that no payments were made to employees.)

2.5 We will submit EPSs to HMRC after the data to be included therein has been approved by you. (EPSs must reach HMRC by the 19th of the month following the tax month to which they relate). You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out above.

2.6 At the end of the payroll year we will:

- Prepare the final FPS (or EPS) including employer annual declarations and submit this to HMRC after the data to be included therein has been approved by you. (The final FPS (or EPS) for the year must reach HMRC by 19 April following the end of the tax year.) You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out above.
- Prepare and send to you by the statutory due date form P60 for each employee on the payroll at the year end.

2.7 We will deal with any online secure messages sent to us by HMRC in respect of your payroll.

2.8 We will submit National Insurance number (NINO) verification requested as appropriate to verify or obtain a NINO for a new employee.

2.9 We will [prepare/review] forms P11D as may be required for each employee including directors based on the accounts, information and explanations provided to us on your behalf.

2.10 We will submit the forms P11D with the form P11D(b) after the form P11D(b) has been signed by you.

2.11 We will prepare and send to you the P11D information for you to forward to your employees and directors by the statutory due date.

2.12 We will calculate your Class 1A NIC liability on the benefits returned in forms P11D that you are obliged to pay HMRC by the due date and send payment instructions to you.

2.13 We will deal with all communications relating to your payroll returns addressed to us by HMRC or passed to us by you. However, if HMRC choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

Auto-enrolment

2.14 We will not undertake any assurance work on information provide to us, and will assume that it is accurate and complete, if we become aware that this is not the case we will of course inform you immediately.

2.15 We can provide advice to you regarding your choice of a pension scheme but we are not authorised to provide specific advice to your employees.

2.16 We will help you establish which category each worker falls into i.e.:
- entitled worker;
- eligible jobholder; or
- non-eligible jobholder.

2.17 We will prepare and send to you a notice to be forwarded to each non-eligible jobholder that sets out certain information about opting into an automatic enrolment scheme and what this means for them. If the non-eligible jobholder chooses to opt in, you will enrol them onto the scheme on receipt of an opt-in notice. We will assist you in this process. We will send information to the pension scheme about those non-eligible jobholders who choose to opt in.

2.18 We will prepare and send to you a notice to be forwarded to each entitled worker, giving them information about joining a pension scheme and what it means for them. This includes new starters and those becoming eligible to be enrolled by age or earnings. They do not need to be automatically enrolled but have the right to opt in. You will arrange membership to a scheme for those entitled workers who choose to join and complete a joining notice. This can be a different scheme to the one used for auto-enrolment. We will assist you in this process.

2.19 We will prepare a notice for you to be forwarded to the eligible jobholder telling them that they have been enrolled, setting out what that means for them and also detailing their right to opt out (and to opt back in again). You must re-enrol eligible jobholders every three years. We recommend that you establish a process for this review.

2.20 You are legally responsible for selecting a re-enrolment date for a six-month window, which starts three months before the third anniversary of your automatic enrolment staging date and three months after it, and for assessing your job holders including those enrolled into the scheme and those you will put back into the scheme.

2.21 We will, on receipt of the scheme information from you and the pension provider, assist you when you make your declaration of compliance to The Pensions Regulator (TPR).

2.22 Where you have instructed us to do so, we will also provide advisory and ad-hoc services (including, dealing with enquiries from HMRC or

TPR) as may be agreed between you and us from time to time. These may be the subject of a separate engagement letter, at our option. Where appropriate, we will discuss and agree an additional fee for such work when it is commissioned by you. Where specialist advice is required on occasions, we may need to seek this from, or refer you to an appropriate specialist.

3. Data protection

Our terms of business include information about our data protection policies and procedures and refers you to our privacy statement which is available on request or from our website. However, it is a legal requirement for contracts between data controls and data processers to contain certain information. This is known as a data processor agreement; the data processor agreement is attached. By signing the engagement letter, you also agree to the data processor's agreement below.

DATA PROCESSOR'S AGREEMENT

1 Introduction

1.1 This agreement regarding the processing of personal data (the "data processor agreement") regulates **Eurotax West Ltd** (the "data processor") processing personal data on your behalf (the "data controller") and is an addendum to the engagement letter (including the appendices of professional services and terms of agreement) in which the parties have agreed the terms for the data processor's delivery of services to the data controller.

2 Key data processing information

1. **Subject matter of processing**
   Provision of payroll services
2. **Duration of the processing**
   Processing shall continue until the engagement letter is terminated.
3. **Nature and purpose of the processing**
   - Providing payroll services;
   - ensuring compliance with auto-enrolment.
4. **Types(s) of personal data to be processed**
   - names;
   - date of birth;
   - address;
   - email;
   - gender;
   - NI number;
   - start date of current employment;
   - leaving employment details;
   - PAYE Notice of Coding;
   - details of auto-enrolment/opt out;
   - banking details [where payments are made by the practice];

- gross pay;
- PAYE;
- NI;
- other deductions
- SSP;
- SMP;

5. Categories of data subjects

- directors and employee;
- the data controller (contact details only).

3 Legislation

3.1 This Agreement shall ensure that the data processor complies with the applicable data protection and privacy legislation (applicable law), including in particular the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

4 Instruction

4.1 The data processor may only act and process the personal data in accordance with the documented instruction from the data controller (the instruction), unless required by law to act without such instruction. The instruction at the time of entering into this data processor agreement (DPA) is that the data processor may only process the personal data with the purpose of delivering payroll services as described in the engagement letter (including the Appendix of Professional Services). Subject to the terms of this DPA and with mutual agreement of the parties, the data controller may issue additional written instructions consistent with the terms of this agreement. The data controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The data controller guarantees to process personal data in accordance with the requirements of data protection laws and regulations. The data controller's instructions for the processing of personal data shall comply with applicable law. The data controller will have sole responsibility for the accuracy, quality, and legality of personal data and the means by which it was obtained.

4.3 The data processor will inform the data controller of any instruction that it deems to be in violation of applicable law and will not execute the instructions until they have been confirmed or modified.

5 Our obligations (as data processor) to you (as data controller)

5.1 We shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

5.2 We shall treat all the personal data as strictly confidential information. The personal data may not be copied, transferred or otherwise processed in conflict with the instruction, unless the data controller has agreed in writing.

5.3 Our principals and employees shall be subject to an obligation of confidentiality that ensures that they shall treat all the personal data under this DPA with strict confidentiality.

5.4 Personal data will only be made available to our principals and employees that require access to such personal data for the delivery of payroll services and this data processor agreement.

5.5 We shall ensure that principals and employees processing the personal data only process that data in accordance with the instruction.

5.6 We shall implement the appropriate technical and organisational measures as set out in this Agreement and in the applicable law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. We may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.7 We shall provide documentation for our security measures if requested by you in writing.

5.8 If our assistance is necessary and relevant, then we shall assist you in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.9 If we receive a request from a data subject for the exercise of the data subject's rights under the applicable law and the correct and legitimate reply to such a request necessitates our assistance, we shall assist you by providing the necessary information and documentation. We shall be given reasonable time to assist you with such requests in accordance with the applicable law.

5.10 If we receive a request from a data subject for the exercise of the data subject's rights under the applicable law and such request is related to the personal data of you as data controller, we must immediately forward the request to you and must refrain from responding to the person directly.

5.11 We shall give immediate notice to you if a breach occurs that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed regarding the personal data processed on behalf of you (a "personal data breach").

5.12 We shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause and to prevent such a breach from reoccurring.

5.13 Upon request by you, we shall make available to you all relevant information necessary to demonstrate compliance with this DPA, and shall allow for, and reasonably cooperate with, audits including inspections by you or an auditor mandated by you. You shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to our premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days and shall not be conducted more than annually.

5.15 We will appoint a data protection officer where such appointment is required by data protection laws and regulation.

5.16 At the end of the contract we will delete all the personal data we have been processing for you, save insofar as we are required by law to retain any of the personal data.

6 Sub-processors

6.1 We are given general authorisation to engage third parties to process the personal data ("sub-processors") without obtaining any further written, specific authorisation from you, provided that we notify you in writing regarding the identity of a potential sub-processor (and its processors, if any) before any agreements are made with the relevant sub-processors and before the sub-processor processes any of the personal data. If you wish to object to the appointment of a sub-processor, you shall give notice hereof in writing within 10 business days from receiving the notification from us. In the absence of any objections from you it shall be deemed a consent has been given.

6.2 In the event that you object to a new sub-processor and we cannot accommodate your objection, we may terminate the services by providing written notice to you.

6.3 We shall obtain a written sub-processor agreement with any sub-processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to us, including the obligations under this data processor agreement. We shall on an ongoing basis monitor and control our sub- processors' compliance with the applicable law. Documentation of such monitoring and control shall be provided to you if requested in writing.

6.4 We are accountable to you for any sub-processor in the same way as for our own actions and omissions.

6.5 If we initiate sub-processing with any new sub-processor, such new sub-processor shall be communicated to you in writing.

7 Our responsibilities under GDPR

7.1 Nothing within this contract relieves us of our own direct responsibilities under the GDPR.

Appendix of professional services

PERSONAL TAX

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to the preparation of your personal tax returns (including supplementary pages).

1. Your responsibilities

1.1 Our appointment does not exonerate you from your legal responsibilities for:

- ensuring that your self-assessment tax returns (including supplementary pages) are correct and complete;
- filing any returns by the due date; and
- making payment of tax on time.

Failure to do this may lead to automatic penalties, surcharges and interest.

The person **approving** returns cannot delegate their legal responsibility to others. You agree to check that returns we have prepared for you are complete before you approve and sign them.

1.2 To enable us to carry out our work you agree:

- that all returns are to be made on the basis of full disclosure;
- that you are responsible for ensuring that the information provided to us is, to the best of your knowledge, accurate and complete;
- to advise whether you or your partner (with whom you cohabit, or have cohabited with during the tax year) are entitled to receive child benefit in respect of a child that lives with you (whether or not you are the parent of that child);
- that we are authorised to approach such third parties as may be appropriate for information that we consider necessary to deal with your tax affairs; and
- to provide us with information in sufficient time for your tax return to be completed and submitted by the 31 January following the end of the tax year. In order that we can do this, we need to receive all relevant information by 31 October.

1.3 You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material or not please let us know so that we can assess its significance.

1.4 You will forward to us on receipt copies of all HMRC statements of account, PAYE coding notices, notices of assessment, letters and other communications received from the HMRC to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been signed and submitted it is essential that you let us have copies of any correspondence received because HMRC are not obliged to send us copies of all communications issued to you.

2. Our responsibilities

2.1 We will prepare your self-assessment tax returns together with any supplementary pages required from the information and explanations that you provide to us. After obtaining your documented approval we will submit your returns to HMRC in an electronic format over the internet.

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2.2 We will calculate your income tax, National Insurance contribution (NIC) and any capital gains tax liabilities and tell you how much you should pay and when. We will advise on the interest, penalty and surcharge implications if tax or NIC is paid late. We will also check HMRC's calculation of your tax and NIC liabilities and initiate repayment claims if tax or NIC has been overpaid.

2.3 Other than as regards tax credits (see below), we will advise you as to possible tax return-related claims and elections arising from information supplied by you. If instructed by you, we will make such claims and elections in the form and manner required by HMRC.

2.4 We will review PAYE notices of coding where such notices are forwarded to us and advise accordingly.

2.5 We will deal with all communications relating to your return addressed to us by HMRC or passed to us by you. However, if HMRC choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

2.6 You have not asked us to become involved in your affairs with regard to tax credits.

2.7 Where you have instructed us to do so, we will also provide such other taxation advisory and ad-hoc services as may be agreed between you and us from time to time. These may be the subject of a separate appendix, at our option. Where appropriate, we will discuss and agree an additional fee for such work when it is commissioned by you. Where specialist advice is required on occasions, we may need to seek this from, or refer you to an appropriate specialist.

Appendix of professional services

VAT

The purpose of this Appendix is to set out the basis on which we act as your accountant in regard to the preparation of VAT returns and your responsibilities. If we undertake bookkeeping services then this work will be covered in a separate appendix.

You have engaged us to prepare VAT returns.

1. Your responsibilities

Our appointment does not exonerate you from your legal responsibilities for:

- ensuring that your returns are accurate and complete;
- filing any returns by the due date; and
- making payment of VAT on time.

Failure to do this may lead to automatic penalties, surcharges and interest.

The person approving the return cannot delegate their legal responsibility to others. The approver agrees to check the returns that we have prepared to ensure that they are accurate and complete before they approve them.

1.2 To enable us to carry out our work you agree:

- that all returns are to be made on the basis of full disclosure;

- that you are responsible for ensuring that the information provided is, to the best of your knowledge, accurate and complete. The VAT returns are prepared solely on the basis of the information provided by you and we accept no responsibility for any VAT liabilities arising due to inaccuracies or omissions in the information you provide which may lead to a misdeclaration on which penalties and interest may arise;
- you will keep us informed of material changes in circumstances that could affect your VAT obligations. If you are unsure whether the change is material or not please let us know so that we can assess the significance;
- that we are authorised to approach such third parties as may be appropriate for information that we consider necessary to deal with your VAT affairs; and
- to provide us with all the records relevant to the preparation of your VAT returns as soon as possible after the return period ends. We would ordinarily need a minimum of 7 working days before submission to complete our work.

1.3 If the records are provided late or are incomplete or unclear thereby delaying the submission of the VAT return, we accept no responsibility for any default surcharge penalty that may arise. Where feasible we may agree to complete your return within a shorter period but may charge an additional fee for doing so.

1.4 You will keep us informed of material changes in circumstances that could affect your VAT obligations. If you are unsure whether the change is material or not please let us know so that we can assess its significance.

1.5 If you have advised us that you are accounting for VAT on a cash basis. It is your responsibility to determine whether this is appropriate for your business and we have no responsibility to check your eligibility. If however, during the course of our work, we conclude that the basis is not appropriate we will of course inform you.

1.6 You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC on a timely basis to enable us to deal with them as may be necessary within the statutory time limits. Although, HMRC have the authority to communicate with us when form 64-8 has been signed and submitted it is essential that you let us have copies of any correspondence received because HMRC are not obliged to send us copies of all communications issued to you.

1.7 You are responsible for bringing to our attention any errors, omissions or inaccuracies in your VAT returns which you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

1.8 If you are involved with any other business which is not registered for VAT you are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT. If you do not understand what you need to do please ask us. If you exceed the VAT registration threshold, and wish us to assist you in notifying HMR&C of your liability to be VAT registered, you must give us clear instructions to assist you in the VAT registration process. You should notify us of your instructions in good time to enable the VAT registration application form to be submitted within the statutory time limit of one month following the month in which you exceeded the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result. The same applies to equivalent non-UK taxes.

1.10 If you sell goods or provide services to consumers in the EU, you are responsible either for registering for VAT in that member state, or for registering for VAT Mini one stop shop.

1.11 When your VAT return calculations need to be uploaded to HMRC to comply with the Making Tax Digital (MTD) regulations, you must ensure that you use functionally compatible software and/or spreadsheets that are digitally linked to the accounts software and which can be submitted to HMRC via an application programme interface (API). If you require us to upload your VAT return calculations in accordance with the MTD requirements, you must provide us with all the necessary digital links to submit all the transaction records that are required by HMRC, together with confirmation that your digital records are complete and accurate.

2. Our responsibilities

2.1 If requested and agreed we may prepare your:

- VAT returns;
- Intrastat returns;

On the basis of the information and explanations supplied by you.

2.2 We will tell you how much VAT you should pay and when. If appropriate we will initiate repayment claims where VAT has been

overpaid. We will advise on the interest and penalty implications where VAT is paid late.

2.5 We will forward to you the completed return calculations for you to review, before you approve the VAT return for onward transmission by us to HMRC.

2.7 We will deal with all communications relating to your VAT return addressed to us by HMRC or passed to us by you. However, if HMRC choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

2.8 Where you have instructed us to do so, we will provide other VAT advisory and ad-hoc VAT services. We will discuss and agree an additional fee for such work. If specialist advice is required, we may need to seek this from, or refer you to an appropriate VAT specialist.

TERMS OF BUSINESS

These terms of business set out the terms on which we are to act for you and should be read in conjunction with our current engagement letter and associated appendices. All work is carried out under these terms except where changes are agreed in writing.

If any provision of our engagement letter and associated appendices or terms of business is judged to be void, then that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter including the associated appendices, the relevant provision in the engagement letter and associated appendices will take precedence.

1. Applicable law

1.1 This engagement letter shall be governed by, and construed in accordance with, English law. The courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter (including the firm's terms of business) and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

2. Limitation of liability

2.1 We will provide our professional services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence, wilful default or breach of contract, [subject to a maximum liability as noted in paragraph 2.8]. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or yours or others' failure to supply any appropriate information (at all or on a timely basis) or your failure to act on our advice or respond promptly to communications from us or any public sector body (such as HMRC, Companies House etc.).

2.2 We cannot be responsible for matters outside our control such as delay by a government department in dealing with an enquiry, IT failures by government departments etc.

2.3 Professional advice is often time critical and we will not accept responsibility if you act on advice given by us on an earlier occasion

without first confirming with us that the advice is still valid in light of any change in law or your circumstances. Furthermore, we will not accept any liability for losses arising from change in the law or the interpretation thereof that are first published after the date on which we gave advice.

2.4 You agree to hold harmless and indemnify us, our principals, subcontractors, consultants and staff, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) provided by you orally or in writing in connection with this agreement.

2.5 You have agreed that you will not bring any claim in connection with services we provide to you against any of our principals, subcontractors, consultants or staff personally.

2.6 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for that advice to be confirmed in writing.

2.7 Our work is not, unless there is a legal or regulatory requirement, to be disclosed 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. Any person who is not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

2.8 Other than where we act as an independent examiner in respect of a charity or where we act as reporting accounting to the Civil Aviation Authority (CAA) in respect of an ATOL assignment the firm's liability as defined in paragraph 2.1 which has arisen from an action or inaction by the firm is limited to £250,000 irrespective of whether this gives rise to one or multiple claims. Regarding reporting to the CAA in respect of ATOL assignments our liability is capped in accordance with the CAA capping formula, regarding independent examination on charities our liability is unlimited.

3. Professional rules and practice guidelines

3.1 We will observe and act in accordance with the bye-laws, regulations

and ethical guidelines of the Institute of Financial Accountants (IFA) and accept instructions to act for you on the basis that we will act in accordance with those guidelines.

3.2 We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. Copies of these requirements are available for your inspection at our offices. The requirements are also available on the internet at: https://www.ifa.org.uk/media/783996/Code-of-Ethics-final-080118.pdf

4. Conflicts of interest, independence and confidentiality

4.1 You agree that we may act during this engagement for other clients whose interests are or may be adverse to yours, subject of course to the obligations of confidentiality referred to below. We confirm that we will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

4.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent.

4.3 If we become aware of a dispute between the parties who own or are involved in the ownership or management of the entity or partnership, we will not provide information or services to one party without the express written permission of all other parties. Also, unless otherwise agreed by all parties we will continue to supply information to the client, defined as the address of our engagement letter to their normal place of business for the attention of the management of the entity or partnership. If conflicting advice, information or instructions are received from different members of management, we will refer the matter back to those charged with governance of the entity or partnership and take no further action until they have agreed on the course of action to be taken.

4.4 Where you give us confidential information we shall keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements.

4.5 We may, on occasions, subcontract work to other professionals. Our subcontractors will be bound by our client confidentiality terms.

4.6 We reserve the right, for the purpose of advertising, training or for other business purposes, to mention that you are a client, we will not disclose any confidential information.

4.7 You agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after the termination of this engagement.

5. Data protection

5.1 The Data Protection Act (DPA) 2018 and the General Data Protection Regulations (GDPR) contain a number of requirements in relation to the processing of personal data.

5.2 We take your privacy and the privacy of the information we process very seriously. We will only use your personal information and the personal information you give us access to under this engagement to administer your account and to provide the services that you have requested from us.

6.3 We attach a copy of our privacy notice which sets out our approach to handling your information. Our privacy notice also details the use we make of cloud computing services.

6.4 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under an enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

7. Secure communication and data transfer

7.1 We will communicate or transfer data using the following means:

- post;
- password-protected emails;
- encrypted emails;

- cloud-based software Quickfile, Capium, Capsule, Taxfiler, Dropbox;

- emails which are neither password-protected nor encrypted.

7.2 If you require us to correspond with you by email that is neither encrypted nor password protected, you agree to accept the risks associated with this form of communication.

8. Fees and commissions

8.1 Our fees are based upon the degree of responsibility and skill involved, the importance and value of the advice that we provide, the risk level, and the time necessary to complete the work.

8.2 Where we provide you with an estimate of our fees, then the estimate will not be contractually binding unless we state that this will be the case. Unless agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

8.3 Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

8.4 Fees are charged separately for each of the main classes of work we perform for you and will be billed at appropriate intervals during the course of the year. Our fees are exclusive of VAT which will be added where it is chargeable.

8.5 Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our engagement will be added to our invoices where appropriate.

8.6 You may be entitled to assistance regarding the payment of our fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Until settled, you remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

8.7 Fees are due for payment within 30 days of the date on the invoice.

8.8 All queries regarding our invoices must be made in writing within 14 days of the invoice date. Any invoice received by you and not queried will be deemed to be accepted as a reasonable charge for our services.

8.9 We reserve the right to charge interest on overdue accounts at the current rate under the late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement by giving written notice if payment of any invoice is unduly delayed. We intend to

exercise these rights only where it is fair and reasonable to do so.

8.10 If as a client you are a non-natural person and are unable or unwilling to settle our fees we reserve the right to seek payment from the natural person (or parent entity) who gave us instructions on your behalf and we shall be entitled to enforce any fees due against them.

8.11 We reserve the right to exercise a “particular” lien over all funds, documents and records in our possession, which relate to work undertaken for which there are outstanding fees and disbursements.

8.12 In some circumstances commissions or other benefits may become payable to us, in respect of introductions to other professionals or transactions which we arrange for you. If this happens, we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

8.13 Regarding your affairs, if it becomes necessary for us to communicate with a regulator or public sector body, as a result of any statutory duty imposed upon us, we reserve the right to charge for time taken to fulfil these reporting duties, irrespectively of whether any communications occur during our engagement or after it has been terminated.

9. The best service

9.1 We aim to provide a high quality of service which is both efficient and effective at all times. If at any time you would like to discuss with us how our service to you could be improved or if you are concerned with the service which you are receiving please let us know by telephoning [Insert name].

9.2 We undertake to consider any comments carefully and promptly and to do all we can to explain the position to you. We undertake to do everything reasonable to resolve any problems and if you are still not satisfied you may, of course, take up matters with the Institute of Financial Accountants (IFA).

Institute of Financial Accountants
CS111, Clerkenwell Workshops
27-31Clerkenwell Close
Farringdon
London
EC1R 0AT

10. Retention of and access to records

10.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we will collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you following the completion of the assignment. Documents and records relevant to your affairs are required by law to generally be retained six years from the end of the accounting period.

10.2 Our policy is to destroy correspondence and other documents relating to your affairs that legally belong to us, which are more than six years old, other than documents which we consider to be of continued significance. Whilst we continue to act for you documents that legally belong to you will be retained for the same period, however, if you require retention of any documents for any longer period, you must notify us of that fact in writing. On cessation of appointment we reserve the right to destroy documents that legal belong to you after six months if you have not collected them.

11. Provision of Services Regulations 2009

11.1 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Hiscox Underwriting Ltd of 1 Great St. Helen's, London, EC3A 6HX.

12. Clients' Money Regulations

12.1 We may, from time to time, hold client money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Institute of Financial Accountants – Public Practice Regulations (effective from 1 January 2018).

12.2 Fees paid by you in advance for professional work to be performed will not be regarded as clients' money.

12.3 Client monies will be held in an interest-bearing bank account. To avoid excessive administration, interest will only be remitted to you where the amount earned in any calendar year exceeds £25. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a

designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

12.4 We will return monies held on your behalf as soon as there is no longer any reason to retain those funds. If any funds remain in our client bank account, that are unclaimed and we are unable to trace you for five years or more, the Institute of Financial Accountants – Public Practice Regulations (effective from 1 January 2018) permit us to pay those monies to a registered charity.

13. Client identification

13.1 We are required to identify our clients for the purposes of UK anti-money laundering and anti-terrorist financing legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with this engagement.

14. Investment advice

14.1 If during the provision of professional services to you, you require advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA), or is an appointed representative of an organisation who is authorised by the FCA or licensed by a designated professional body, as we are not.

15. Intellectual property rights

15.1 We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

16. Your right to cancel

The following section is only applicable if you meet the legal definition of a consumer.

16.1 You have the right to cancel this contract anytime without giving any reason. To exercise this right, you must provide us with a clear statement sent in the post or by email. To meet the cancellation deadline, it is sufficient for you to have sent your communication which confirms cancellation before the cancellation period has expired.

16.3 If you cancel this contract under your right to cancel, we will reimburse to you all payments received from you, less amount deducted fot the work already done up to the date of cancellation. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. 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.

17. Termination of engagement

17.1 This engagement may be terminated by either party giving not less than 14 days' written notice to the other party, except where you fail to cooperate with us or where we suspect that you have provided us or a regulatory or government body including HMRC with misleading information, in which case we may terminate this engagement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

17.2 In the event of termination of this engagement, we will endeavour to agree with you arrangements for the completion of work in progress, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

17.3 On withdrawal from this engagement, our fees for work performed up to that date will be payable by you.

18. Disengagement

18.1 Should we withdraw from the engagement, we will normally issue a disengagement letter to ensure that respective responsibilities of both parties are clear. This will also help in ensuring an efficient handover between professional advisers.

18.2 Should we have no contact with you for a period in excess of one year we may issue a disengagement letter to your last known address and hence cease to act.