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Let's make sweet business

Our terms of engagement

Limited companies

ah
partnership

The purpose of this letter is to set out the basis on which we are engaged to act for you and our respective areas of responsibility. This cover letter should be read in conjunction with the attached appendices detailing specific services.

General Tax Advice

- I. We will be pleased to assist you generally with any matters relating to your business' taxation affairs. Please advise us in good time of any proposed transactions. Tax legislation changes frequently and we would recommend that you ask us to review any advice already given if a transaction is delayed, repeated, or if an apparently similar transaction is to be undertaken.
- II. It is our policy to confirm in writing advice upon which businesses or individuals may wish to rely.
- III. We will be pleased also to advise the directors and executives on their personal income tax and capital tax affairs. In such cases we will need to agree separate terms with the individuals concerned (if applicable).

Investment services

We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services we will refer you to a firm authorised by the Financial Conduct Authority.

Excluded Services

You will continue to deal with other matters required by law that are not covered by this engagement.

Professional Rules and Practice Guidelines

We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales [ICAEW] and accept instructions to act for you on the basis that we will act in accordance with these guidelines. In particular you give us authority to correct Inland Revenue errors. A copy of these guidelines is available for your inspection at www.icaew.com/regulations.

Commissions or Other Benefits

In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. You consent to such commission or other benefits being retained by us without our being liable to account to you for any such amounts.

Clients' Monies

We may, from time to time, hold money on behalf of the company. Such money will be held in trust in a client bank account, which is segregated from the firm's funds.

Quality of Service

- I. We aim to provide the best possible service to our clients. If you would like to discuss how our service could be improved please let us know by telephoning the person dealing with your affairs.
- II. We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will do everything reasonable to put matters right. Prompt communication enables us to take prompt action on your behalf.

- III. Should you at any stage, feel that you have not received an adequate response to a complaint the circumstances should be brought to the attention of one of our directors.
- IV. If we do not answer your complaint to your satisfaction you may take up the matter with the ICEAW.

Fees

- I. Our fees are computed on the basis of the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due within 30 days of presentation. If work is required which is outside the scope of this letter, for example dealing with Inland Revenue enquiries into the tax return, then this will be a separate engagement for which additional fees will be chargeable. We will add value added tax, if applicable, at the current rate.
- II. Our invoices are payable within 14 days of presentation. We reserve the right to charge interest at 1% per month in the case of overdue accounts. We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed. However, it is not our intention to use these arrangements in a way that is unfair or unreasonable.
- III. Where any of our fees are unpaid by the company, for whatever reason, the directors agree to take personal responsibility for the settlement of these unpaid fees.

Limitation of Liability

- I. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.
- II. We will provide the professional services outlined in this letter and its appendices with reasonable care and skill. However, 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 from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.
- III. You agree to hold us harmless and indemnify us against any misrepresentation (intentional or unintentional) 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 provided to you by the firm against any of our employees on a personal basis.

Electronic Communication

- I. E-mail may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.
- II. As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their despatch. For this reason, it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

Applicable Law

This engagement letter shall be governed by and construed in accordance with English law. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter 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 inconvenient forum, or to claim that those Courts do not have jurisdiction.

Data Protection Act 1998

To enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Paul Coe.

Contracts (Rights of Third Parties) Act 1999

A person who is not party to this agreement shall have no right 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 that exists or is available otherwise than pursuant to that Act.

Money laundering

- I. We have a duty under section 330 of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to report to the National Criminal Intelligence Service (NCIS) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- II. The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include:
 - a tax evasion through deliberate understatement of income or overstatement of expenses or stocks; or
 - b deliberate failure to inform the tax authorities of known underpayments.
- I. We are obliged by law to report to NCIS without your knowledge and consent and in fact we would commit the criminal offence of tipping off under section 333 of the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.
- II. We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the ICEAW.

Agreement of Terms

i Once it has been agreed, this letter will remain effective from the date of signature until it is replaced. Either party may vary or terminate our authority to act on your behalf at any time without penalty. Notice of termination must be given in writing.

ii Would you please confirm your agreement to the terms set out by this letter by signing and returning the enclosed copy. Please contact us if they are not in accordance with your understanding of our terms of engagement.

iii In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer details are available upon request. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada. Please contact us at any time for confirmation of our current insurer.

iv Full details of the ICAEW Code of Ethics to which this firm abides can be found at www.icaew.com/regulations. Further guidance for audit Code of Ethics can be found at www.frc.org.uk. The firm's details can be found both on the ICEAW website at www.icaew.com and the register of statutory auditors at www.auditregister.org.uk.

Yours faithfully

ah partnership

We are in agreement to the terms of this letter.

Signed, on behalf of the board of directors

Name.....

Date.....

****Company Name:****

APPENDIX A

Accounting Services

Your Responsibilities as Directors

- i As directors of the company, you are responsible for ensuring that the company maintains proper accounting records and for preparing accounts which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the company or for the accounts, is reliable.
- ii You are responsible for ensuring that the activities of the company are conducted honestly and that its assets are safeguarded, and for establishing arrangements designed to deter fraudulent or other dishonest conduct and to detect any that occurs.
- iii You are responsible for ensuring that the company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.
- iv 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. You will make full disclosure to us of all relevant information.

Our Responsibilities as your Accountants

- i We shall compile the annual accounts based on the accounting records maintained and the information and explanations given to us by the company. We shall compile draft annual accounts for your approval. We shall plan our work on the basis that no report is required by statute or regulation for the year, unless you inform us in writing to the contrary.
- ii Our work as the compilers of the annual accounts will not be an audit of the accounts in accordance with Auditing Standards. Consequently our work will not provide any assurance that the accounting records or the accounts are free from material misstatement, whether caused by fraud, other irregularities or error.
- iii We shall report, with any variations that we consider may be necessary, that in accordance with your instructions, we have compiled the accounts from the accounting records of the business and from the information and explanations supplied to us.
- iv We have a professional duty to compile accounts that conform to generally accepted accounting principles. Where we identify that the accounts do not conform to accepted accounting principles, or if the accounting policies adopted are not immediately apparent, we will report this to you.
- v 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.

Audit Exemption

- i You are responsible for determining whether, in respect of the year, the company meets the conditions for exemption from an audit set out in section 477 of the Act, namely that:
 - a it qualifies as a small company in relation to that year for the purposes of section 477;
 - b its turnover in that year is not more than £6.5 million; and
 - c its balance sheet total for the year is not more than £3.26 million.

- ii You are responsible for determining whether, in respect of the year, the exemption is not available for any of the reasons set out in section 478 of the Act; namely that at no time during the year was the company:
 - a a public company;
 - b a banking or authorised insurance company;
 - c an e-money issuer, a MiFID investment firm or a UCITS management company;
 - d a special register body as defined in section 117(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 or an employers' association as defined in section 122 of that Act;
 - e a member of a group that exceeded the group exemption limits; or
 - f a member of an ineligible group.
- iii The exemption is available only if you, as directors, sign a declaration on the balance sheet stating that:
 - a for the year in question, the company is eligible to take advantage of the audit exemptions;
 - b the members have not required the company to obtain an audit of its financial statements for the year in accordance with section 476 of the Companies Act 2006; and
 - c you acknowledge your obligations to keep proper accounting records and to prepare financial statements which give a true and fair view of the state of the company's affairs and of its profit or loss for the period.

APPENDIX B

Audit

Your Responsibilities as Directors

- i As directors of the company, you are responsible for ensuring that the company maintains proper accounting records and for preparing accounts which give a true and fair view and which have been prepared in accordance with the Companies Act 2006. You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the company or for the accounts, is reliable.
- ii You are responsible for ensuring that the activities of the company are conducted honestly and that its assets are safeguarded, and for establishing arrangements designed to deter fraudulent or other dishonest conduct and to detect any that occurs.
- iii You are responsible for ensuring that the company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.
- iv 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. You will make full disclosure to us of all relevant information.

Your Responsibilities to the Auditors

- i Where audited financial information is published on the company's website or by other electronic means, it is your responsibility to advise us of any electronic publication before it occurs and to ensure that any such publication properly presents the financial information and auditor's report. We reserve the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.
- ii It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to electronically published information. We are not required to review such controls nor to carry out ongoing review of the information after it is first published. The maintenance and integrity of electronically published information is your responsibility and we accept no responsibility for changes made to audited information after it is first posted.

Our Responsibilities as Statutory Auditors

- i We have a statutory responsibility to report to the members whether in our opinion the financial statements have been properly prepared in accordance with UK GAAP, whether they have been prepared in accordance with the Companies Act 2006 and whether they give a true and fair view. We are also required to confirm that the information in the directors' report is consistent with the financial statements. In arriving at our opinion, we are required to consider the following matters, and to report on any in respect of which we are not satisfied:
 - a Whether adequate accounting records have been kept by the company and returns adequate for our audit have been received from branches not visited by us;
 - b Whether the company's individual accounts are in agreement with the accounting records and returns; and
 - c Whether we have obtained all the information and explanations that we consider necessary for the purposes of our audit.
- ii In addition there are certain other matters that, according to the circumstances, may need to be dealt with in our report. For example, where the financial statements do not give certain details of directors' remuneration specified by law, the Companies Act 2006 requires us to

disclose such matters in our report. If the company prepares accounts and reports in accordance with the small companies regime when in our opinion it is not entitled to do so, we are required to state that fact in our report.

- iii As noted above, our report will be made solely to the company's members, as a body, in accordance with section 495 of the Companies Act 2006. Our audit work will be undertaken so that we might state to the company's members those matters we are required to state to them in an auditors' report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's shareholders as a body, for our audit work, for the audit report, or for the opinions we form.
- iv We have a professional responsibility to report if the financial statements do not comply in any material aspect with applicable financial reporting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not this is justified we consider:
 - a Whether the non-compliance is necessary for the financial statements to give a true and fair view; and
 - b Whether adequate disclosure has been made concerning the non-compliance.
- v Our professional responsibilities also include:
 - a Including in our report a description of the directors' responsibilities for the financial statements where the financial statements or accompanying information do not include such a description; and
 - b Considering whether other information in documents containing the audited financial statements is consistent with those audited financial statements.
- vi The Senior Statutory Auditor under s504 Companies Act 2006 is Mr John Gibbs.
- vii In the event that we cease to act as statutory auditors for the company we are required by paragraph 9(3) of Schedule 10 to the Companies Act 2006 to make available all relevant information concerning the audit of the company to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory obligations.

Scope of Audit

- i Our audit will be conducted in accordance with the United Kingdom Auditing Standards issued by the Auditing Practices Board, and will include such tests of transactions and of the existence, ownership and valuation of assets and liabilities as we consider necessary.
- ii We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether proper accounting records have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
- iii The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.

- iv As part of our normal audit procedures, we may request you to provide written confirmation of certain oral representations, which we have received, from you during the course of the audit. In particular, where we bring misstatements in the accounts to your attention, we shall require representations on the reasons why they are not adjusted. In connection with representations and the supply of information to us generally, we draw your attention to section 501 of the Companies Act 2006 under which it is an offence for an officer of the company to mislead the auditors.
- v In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings.
- vi The responsibility for safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with law or regulations rests with the management. However, we shall endeavour to plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with law or regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- vii We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- viii Once we have issued our report we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and that of the Annual General Meeting which may affect the financial statements.
- ix We appreciate that the present size of your business renders it uneconomic to create a system of internal control based on the segregation of duties for different functions within each area of the business. In the running of the company we understand that the directors are closely involved with the control of the company's transactions. In planning and performing our audit work we shall take account of this supervision.

APPENDIX C

Bookkeeping

We have agreed to perform the following bookkeeping services for you:

Writing up your accounting records, including where applicable:

- a carrying out nominal ledger postings;
- b maintaining details of receipts and payments through cash and bank accounts;
- c maintaining petty cash records and balancing petty cash accounts;
- d carrying out bank reconciliation(s);
- e balancing control accounts for your ledgers, extracting an aged list of individual ledger balances, and agreeing these lists to the respective control accounts;

APPENDIX D

Corporation Tax

Your Responsibilities: Provision of Information by You for Tax Purposes

- i You are legally responsible for making a correct return of the company's annual tax liability and for payment of the tax on time. It is therefore essential that we, as your agent, are supplied with all the relevant information concerning the company's taxation affairs in good time. Would you please therefore let us have copies of any communications you receive from HM Revenue & Customs [HMRC]. Each director is individually responsible for making a correct return in respect of his or her annual tax liability, and for payment of the tax on time. We will issue separate engagement letters to individual directors where we deal with their personal taxation affairs.
- ii The company is legally responsible for making correct returns by the due date and for payment of tax on time. Failure to meet the deadlines may result in automatic penalties and/or interest.
- iii To enable us to carry out our work you agree:
 - a that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
 - b to provide full information necessary for dealing with the company's affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
 - c that we can approach such third parties as may be appropriate for information that we consider necessary to deal with the company's affairs;
 - d to provide us with information in sufficient time for the company's tax returns to be completed and submitted by the due date;
 - e to forward to us on receipt copies of notices of assessment, letters and other communications received from HM Revenue & Customs to enable us to deal with them as may be necessary within the statutory time limits; and
 - f to keep us informed about significant transactions or changes in circumstances.

Tax Returns and Computations

- i We will prepare from the accounts and other information and explanations provided, the company's corporation tax return and computations, together with all supporting schedules and, where necessary, amended returns.
- ii We will send you the tax return and supporting schedules for you to approve and sign. We will then submit it, with the accounts and computations, to HM Revenue & Customs. You authorise us to file the return electronically.
- iii We will advise you of the amounts of corporation tax to be paid and the dates by which the company should make the payments. Where appropriate we will initiate repayment claims when tax has been overpaid.
- iv If you wish, we will advise you whether quarterly corporation tax payments ought to be made, but in order to do this you will need to provide us with appropriate management information.
- v We will advise as to possible claims and elections arising from the tax return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by the HM Revenue & Customs.

- vi We will deal with all communications relating to the company's tax return addressed to us by HM Revenue & Customs or passed to us by the company. However, if HM Revenue & Customs 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.
- vii We will prepare the tax provisions and disclosures to be included in the company's statutory accounts.

APPENDIX E

Payroll

Payroll Services

We will provide the following services:

- (1) Processing your payroll on a weekly, monthly or other basis as agreed.
- (2) Providing employee payslips, if required.
- (3) Advising you of amounts payable to HM Revenue & Customs [HMRC] in respect of PAYE and NIC.
- (4) Completing, on your behalf, SSP and SMP records.
- (5) Submission of Real Time Information (RTI) reports to HMRC.

These services will be carried out by us as agents for the business on the basis of the documentation and information given to us. We cannot be responsible for the completeness and accuracy of the documentation and information provided to us and the consequent impact on work done by us.

The statutory obligations of employers cannot be delegated or sub-contracted to agents and the ultimate responsibility for maintaining adequate payroll records remains with the employer at all times. We would draw your attention to the strict rules and time limits for the submission of PAYE returns; it is therefore essential that we receive full information from you on a prompt basis to enable us to ensure that the returns are made on your behalf by the due dates. Please let us have copies of any communications you receive from HMRC or the Contributions Agency regarding payroll-related matters.

It is the responsibility of the company to advise us of all changes of personnel and the personal circumstances of employees as quickly as possible in order that this information may be processed during the correct payroll period. These changes include the addition of new employees, salary increases, changes in PAYE coding, car benefit arrangements, non-statutory additions or deductions and termination of employment. We will not make changes to our standing data without proper documented authority from yourselves.

We are registered under the Data Protection Act 1998 as a computer bureau and we undertake to preserve the security of information required by this Act, but the responsibility for the release of information to third parties resides with you as the employer. It follows therefore that it is in our mutual interest only to release reports or information concerning these processed records to persons nominated by the employer. The persons nominated by you to receive information are the directors and relevant staff members.

Any change in the nominated recipients are to be notified immediately in writing before we will release any information. Unless specifically instructed otherwise, all correspondence from us will be marked "Private and Confidential".

APPENDIX F

VAT

Responsibilities for the Preparation of VAT Returns

- i You are legally responsible for making a correct VAT return, and for payment of VAT on time. Our appointment as agents does not absolve you from your statutory obligations.
- ii Starting with the return period after our appointment, we shall be responsible for preparing your VAT returns from the records of the company. We shall not audit or otherwise check the underlying records.
- iii We would draw your attention to the normal time limit of one month from the end of the period covered by the return. By this time, the return must be authorised by the appropriate person and be in possession of HM Revenue & Customs [HMRC]. Substantial penalties may arise if this time limit is not observed. It is therefore essential that we, as your agent, are supplied with all the relevant information in good time so that we can complete the return on your behalf.
- iv We accept no responsibility for any default surcharge that may arise if the books and records are not available to us within 10 days after the return period ends, or if the books and records prove to be incomplete or unclear, and in particular are not written up to the end of the period (where applicable), thereby delaying the preparation and submission of the VAT return, or you fail to approve our submission of the return or you fail to make any required payment to HMRC on time.
- v In order for us to prepare the VAT Returns, we shall require you to provide us with the following information (where applicable):
 - a all VAT returns submitted to HMRC in the past year;
 - b blank returns issued by HMRC, if applicable;
 - c debit and credit notes received or issued in the relevant period;
 - d the purchase, sales, cash and petty cash books for the relevant period;
 - e details of errors for which adjustment is now required;
 - f details of all transaction that will not be covered by the above whether trading or otherwise;
 - g details of special rulings by HMRC;
 - h details of any VAT penalty notices with on-going relevance;
 - i Details in respect of all transactions which have come to light since the last VAT return was prepared and which require adjustment.
- vi If we carry out the bookkeeping services for the company, then we may already hold much of the information in v above.

VAT Consultancy

We shall provide consultancy advice on VAT matters (such as specific transactions which are contemplated) as and when requested to do so by yourselves. Please advise us in good time of any proposed transactions. Tax legislation changes frequently and we would recommend that you ask us to

review any advice already given if a transaction is delayed, or is to be repeated, or if an apparently similar transaction is to be undertaken.