

## **MACKENZIES CHARTERED ACCOUNTANTS**

### **ENGAGEMENT LETTER AND TERMS OF BUSINESS (PAYROLL SERVICES)**

Dear Client,

We are required by the Institute of Chartered Accountants in England and Wales to periodically review and if necessary update our terms of engagement. This letter and the attached schedule of services together with our terms of business explains the basis on which we are to provide services as your accountants, tax agent and adviser, and sets out your and our respective responsibilities.

Mark Smith and Venetia Coombs will be the directors responsible for this engagement. Claire Parks is the manager responsible for overseeing our payroll service.

#### **1. SCOPE OF SERVICES**

1.1 We have listed below the work which you have instructed us to carry out, the detail of which is contained in the attached schedules. These state your and our responsibilities in relation to the work to be carried out. If we agree to carry out additional services for you we will provide you with a new or amended engagement letter and schedules. Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, please let us know and we will discuss with you whether they can be included in the scope of our work.

1.2 The following schedules of services and our terms of business are attached to this engagement letter and should be read in conjunction with it.

Schedule 1 Payroll services

#### **2. LIMITATION OF LIABILITY**

2.1 We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.

2.2 You will not hold us our directors and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from 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 we provide to you against any of our partners or employees personally.

2.3 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

2.4 We need you to consider the extent of our liability to you in respect of the professional services described within this engagement letter (the professional services). We propose that, having considered both your circumstances and our own, that an amount equal to four times the VAT exclusive fees paid by to us, during the preceding twelve months, represents a fair maximum limit to our liability. By signing this letter of engagement you confirm your agreement to limit.

2.5 We confirm that the limit in respect of our total liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its directors or employees.

### 3. AGREEMENT OF TERMS

3.1 This engagement will start upon the signing of this agreement and its terms will apply to all previous work that we have carried out on your behalf.

3.2 This letter supersedes any previous engagement letter and once agreed will remain effective from the date of signature until it is replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

3.3 Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning the enclosed copies.

3.4 If this letter and the attached terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

Yours sincerely,



Mark Smith, Director

For and on behalf of Logika Limited trading as Mackenzies Chartered Accountants

## **MACKENZIES CHARTERED ACCOUNTANTS**

### **SCHEDULE 1 – PAYROLL SERVICES**

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

#### **Initial compliance work – existing employers joining RTI**

1. We will:

- Submit the first Full Payment Submission (FPS) and the Employer Payment Summary (EPS) as necessary online to HMRC after the data to be included therein has been approved by you. The first FPS must reach HMRC normally on or before the payday for the first payroll run after you are required to make submissions under RTI.
- Before your first Full Payment Submission (FPS), submit an Employer Alignment Submission (EAS) online to HMRC after the data to be included therein has been approved by you. (The first FPS must reach HMRC normally on or before the payday for the first payroll run after you are required to make submissions under RTI.)

#### **Recurring compliance work**

2. 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;
- 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 other statutory and non-statutory deductions; and
- Submitting information online to HMRC under RTI for PAYE.

3. 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;
- Full Payment Submission (FPS) for taxable pay and payrolled benefits for each employee;
- A payslip for each employee unless not required;
- A P45 for each leaver; and
- A report showing your PAYE and NIC liability and due date for payment.

4. 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 payday.)

5. We will prepare, where appropriate (for example, to recover statutory payments, claim deductions under the NIC holiday scheme or CIS deductions, confirm that no payments were made to employees), for each tax month, an EPS from the information and explanations that you provide to us.

6. 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.)

7. 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.)
- Prepare and send to you by the statutory due date Form P60 for each employee on the payroll at the year end.

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

9. We will submit National Insurance Number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.

#### **Ad hoc and advisory work**

10. Where you have instructed us to do so, we will also provide such other taxation ad hoc and advisory services as may be agreed between 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. Examples of such work include:

- Dealing with any compliance check or enquiry by HMRC into the payroll returns;
- Preparing any amended returns for periods before you report in real time, which may be required, and corresponding with HMRC as necessary;
- Preparing and submitting correcting EPSs for earlier years;

- Preparing and submitting an Earlier Year Update (EYU) to correct, after 19 April, any of the year to date totals submitted in your end of year FPS for a previous tax year, in respect of years after you started to send information in real time.

11. Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

### **Changes in the law**

12. 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 the light of any change in the law or your circumstances.

13. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given

### **Your responsibilities**

14. You are legally responsible for:

- Ensuring that the data in your payroll submissions is correct and complete;
- Making any submissions by the due date; and
- Making payment of tax and NIC on time.

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

Employers cannot delegate this legal responsibility to others. You agree to check that submissions that we have prepared for you are correct and complete before you approve them.

15. To enable us to carry out our work you agree:

- a) That all information required to be delivered online is submitted on the basis of full disclosure;
- b) To provide full information necessary for dealing with your payroll affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- c) To agree with us the names of the persons authorised by you to notify us of changes in employees and in rates of pay. We will process the changes only if notified by that/those individuals;
- d) To advise us in writing of changes of payroll pay dates;
- e) To notify us at least 5 working days prior to the payroll pay date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
  - all new employees (including full names, address, date of birth, national insurance number, passport number) and details of their remuneration packages;
  - all leavers, including deaths of employees, and details of termination arrangements;
  - all changes to remuneration packages;
  - all pension scheme changes;
  - any changes to the employees' bank accounts;
  - irregular and/or ad hoc payments and the dates to be paid;
- f) To approve:
  - EAS, if required by HMRC, at least 5 working days before the due date as agreed with HMRC;
  - in-year FPS by at least 5 working days prior to payroll pay dates so that they can be submitted on or before payday, or as agreed with us;
  - in-year EPS by at least 5 working days prior to 19th of the month following the tax month;
  - final FPS (or EPS when applicable) for the year at least 5 working days prior to 19 April following the end of the tax year;
  - EYU within 5 working days; and
- g) To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

16. 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 its significance.

17. If the information required to complete the payroll services set out above is received later than the dates specified above or agreed with us 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 or the returns are filed late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.

18. Our services as set out above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions. These are important provisions which you should read and consider carefully.

## **MACKENZIES CHARTERED ACCOUNTANTS**

### **EXTENSION TO SCHEDULE 1 BENEFITS-IN-KIND - FORMS P11D, P9D, DECLARATION P11D (B) AND CLASS 1A NI**

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

#### **Instructions to act**

It is your responsibility to inform us in writing whether you have paid any benefits-in-kind to your employees. If you do pay benefits-in-kind to your employees and you wish us to assist you with the preparation of the necessary returns to HMRC then you will need to specifically instruct us and we will agree with you in writing our fee for assisting with this matter. The preparation of benefit-in-kind returns is not included in the payroll fee.

Where we are instructed the following shall apply:

#### **Recurring compliance work**

1. We will prepare/review forms P11D and P9D as may be required for each employee including directors based on the accounts, information and explanations provided to us on your behalf.
2. We will submit the forms P11D and P9D with the form P11D (b) after the form P11D (b) has been signed by you.
3. We will prepare and send to you the P11D information for you to forward to your employees and directors by the statutory due date.
4. 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.

#### **Ad hoc and advisory work**

5. Where you have instructed us to do so, we will also provide such other taxation ad hoc and advisory services as may be agreed between 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. Examples of such work include:

- Dealing with any straightforward enquiry opened into the benefits-in-kind returns by HMRC. More detailed enquiries may be the subject of a separate engagement;
  - Preparing any amended returns which may be required and corresponding with HMRC as necessary;
  - Advising on Dispositions and PAYE Settlement Agreements; and
  - Conducting PAYE and benefits health checks.
6. Where specialist advice is required we may need to seek this from or refer you to appropriate specialists.

#### **Changes in the law**

7. 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 the light of any change in the law or your circumstances.
8. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given

#### **Your responsibilities**

9. You are legally responsible for:
- 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 forms P11D and P9D are correct and complete;
  - Filing any returns by the due date after the end of the tax year; and
  - Making payment of Class 1A NIC on time.

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

10. The signatory to the return cannot delegate this legal responsibility to others. The signatory agrees to check that the forms that we have prepared for you are complete before he/she approves and signs them.

11. To enable us to carry out our work you agree:

- That all returns are to be made on the basis of full disclosure;
- To provide full information necessary for dealing with your benefits-in-kind returns: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- To notify us within 10 working days after the end of the tax year of all transactions or events which may need to be reflected in the forms P11D and P9D for the period, including details of all employees during the year and details of their remuneration packages; and
- To authorise us to approach such third parties as may be appropriate that we consider necessary to deal with completing the benefits-in-kind returns.

19. If the information required to complete the benefits-in-kind returns set out above is received more than 20 working days after the end of the tax year we will still endeavour to process the information onto the benefits-in-kind returns to meet the submission date but we will not be liable for any costs or other losses arising if submission is late in these circumstances. We may charge an additional fee in such circumstances.

20. Our services as set out above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions. These are important provisions which you should read and consider carefully

## **Mackenzies Chartered Accountants**

### **Terms of business as at 1<sup>st</sup> March 2013**

The following terms of business apply to all engagements accepted by Logika Limited trading as Mackenzies Chartered Accountants. All work is carried out under these terms except where changes are expressly agreed in writing.

#### **1. Applicable law**

1.1 Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any 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. Client identification**

2.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering 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.

#### **3. Client money**

3.1 We may, from time to time, hold 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 Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

3.2 All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. 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.

3.3 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to whom they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

#### **4. Commissions or other benefits**

4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or the transactions are arranged by a person or business connected with ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

#### **5. Complaints**

5.1 We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service please contact Venetia Coombs. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, the Institute of Chartered Accountants in England and Wales.

#### **6. Confidentiality**

6.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

6.2 Mackenzies currently operates from four offices, Maidstone, Shanklin, Freshwater and New Delhi. To provide you with an efficient and cost effective service, we may allocate the work carried out on your behalf to any Mackenzies office (current and future); all of our staff are bound by our client confidentiality terms. We will never physically send your information or records offshore, our employees based at our New Delhi office may only view data / scanned records remotely via a terminal sever link to our secure server based in the UK, no data or information is transferred offshore.

6.3 Mackenzies do not outsource or use sub-contractors, all of our staff are employed by Logika Limited (UK) or Logikal Solutions Pvt. Limited (India), both wholly owned subsidiary companies of The Logikal Group Limited a company controlled by Mark Smith and Venetia Coombs.

6.4 We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

## **7. Conflicts of interest**

7.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. 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.

7.2 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. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.

## **8. Data protection**

8.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you [and your family]. In order to carry out the services under our engagement letter and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

## **9. Disengagement**

9.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of 6 months or more we may issue to your last known address a disengagement letter and hence cease to act.

## **10. Electronic and other communication**

10.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.

10.2 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

10.3 Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

## **11. Fees and payment terms**

11.1 Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk.

11.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

11.3 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.

11.4 In some cases, you may be entitled to assistance with your professional 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. Other than where such insurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.



11.5 Unless we have agreed with you a monthly Direct debit arrangement, we will bill you periodically upon completion of work, and our invoices will be due for payment 30 days of issue. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.

11.6 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

11.7 We reserve the right to charge interest on late paid invoices at the rate of 5% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

11.10 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

11.11 If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual, directors, or parent company giving us instructions on behalf of the client and we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

## **12. Implementation**

12.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.

## **13. Intellectual property rights**

13.1 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.

## **14. Interpretation**

14.1 If any provision of our engagement letter or terms of business is held 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 or appendices, the relevant provision in the engagement letter or schedules will take precedence.

## **15. Internal disputes within a client**

15.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken.

## **16. Investment advice**

16.1 Investment business is regulated by the Financial Services and Markets Act 2000. If during the provision of professional services to you, you need advice on investments including insurances, we may have to refer you to someone who is authorised by the Financial Services Authority as we are not.

## **17. Lien**

17.1 Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

## **18. Limitation of third party rights**

18.1 The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

## **19. Period of engagement and termination**

19.1 Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

19.2 Each of us may terminate our agreement by giving not less than 21 days notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

19.3 In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, 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.

## **20. Professional rules and statutory obligations**

20.1 We will observe and act in accordance with the bye-laws, regulations and code of ethics of the Institute of Chartered Accountants in England and Wales and will accept instructions to act for you on this basis. [In particular you give us the authority to correct errors made by HMRC where we become aware of them.] We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available on the internet at [www.icaew.com/en/members/regulations-standards-and-guidance](http://www.icaew.com/en/members/regulations-standards-and-guidance). We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work we are required to comply with the Ethical Standards for Auditors which can be accessed on the internet at <http://www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors/Ethical-standards-for-auditors.aspx>.

## **21. Quality control**

21.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our directors and staff.

## **22. Reliance on advice**

22.1 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 the advice to be confirmed by us in writing.

## **23. Retention of papers**

23.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you, if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships: with trading or rental income: 5 years and 10 months after the end of the tax year, otherwise: 22 months after the end of the tax year.

Companies, Limited liability Partnerships and other corporate entities: 6 years from the end of the accounting period.

23.2 Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

## **24. The Provision of Services Regulations 2009**

24.1 We are registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales. Details of our audit registration can be viewed at [www.auditregister.org.uk](http://www.auditregister.org.uk) under reference number C001019405.

24.2 Our professional indemnity insurer is Chartis Insurance UK Limited of The Chartis Building, 58 Fenchurch Street, London EC3m 4AB. 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 or Canada.