

Date

Dear Sirs

## **ENGAGEMENT LETTER**

Thank you for engaging us as your advisers. This letter and the attached Statement of Work together with our terms of business dated XX May 2021 set out the basis on which we are to provide services as advisers and your and our respective responsibilities.

We are bound by ICAEW's Code of Ethics and its Practice Assurance Scheme, and we accept instructions to act for you on the basis that we will act in accordance with these ethical guidelines and Practice Assurance Scheme.

Jane Cassidy will be the principal responsible for this engagement.

### **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 Statement of Work (SOW). The SOW states your and our responsibilities in relation to the work to be carried out. Only the services which are listed in the attached SOW are included within the scope of our instructions. If there are other services that you wish us to carry out which are not listed in the SOW, please let us know and we will discuss with you whether they can be included in the scope of our work. If we agree to carry out additional services for you, we will provide you with a new or amended engagement letter and schedules.
- 1.2. The following SOW and our terms of business are attached to this engagement letter and should be read in conjunction with it. The fees are quoted below, the basis of which is specified in our standard terms of business attached.

#### **Statement of Work**

Fee per hour	X
Fee per day	X
Fee per Assignment	X

### **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.

- 2.2. You will not hold us responsible 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. Unless there is a legal or regulatory requirement to do so, our work is not to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### **3. COMMUNICATING WITH YOU**

- 3.1. We will communicate with the directors and officers in relation to the company's applicable affairs, having agreed with you that they will represent the company.

### **4. AGREEMENT OF TERMS**

#### **4.1. Data Protection**

- 4.1.1 We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to clause 7 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 with you. By signing this letter, you confirm that you have read and understood clause 7 and any privacy notice referred to therein.

#### **4.2. Period of engagement**

- 4.2.1. This engagement will start on XX.
- 4.2.2. This letter supersedes any previous engagement letter for the period covered. Once agreed, this letter 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.

#### **4.3. Confirmation of your agreement**

- 4.3.1. This letter, together with the attached schedules, constitutes the entire contract between us and any proposed variations or termination must be given in writing.
- 4.3.2. The terms set out in this letter shall take effect immediately upon your countersigning this letter and returning it to us. If we are instructed to start work before receiving a signed copy of this letter we will treat that as acceptance of all the terms of this engagement letter, unless we hear from you to the contrary within 14 days of you giving that instruction. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty.
- 4.3.3. Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning the appointment acceptance below, together with a copy of this letter. 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.

#### **4.4. Commencement of services**

- 4.4.1. We will not begin work on the attached schedules of services before the expiry of the cancellation period unless you specifically instruct us to do so. You may do this by ticking the box below your signature.
- 4.4.2. If, during the cancellation period, you asked us in writing to begin the performance of our services and then cancelled, you will pay us a proportional amount for our services

performed up to the date of your cancellation, compared with the total amount for the whole assignment.

Yours sincerely

Jane Cassidy  
J Cassidy Business Focus Ltd  
69b The Maltings Business Centre  
Roydon Road  
Stanstead Abbotts  
Hertfordshire  
SG12 8UU

01920 872324 / 07715 705054

**APPOINTMENT ACCEPTANCE**

I acknowledge receipt of your engagement letter, a copy of which is attached, and I agree to the letter and the attached schedules of services which, together with the terms of business, fully record the agreement between us concerning your appointment to carry out the work described in the schedules.

Name..... Signed ..... Date .....

Name..... Signed ..... Date .....

For and on behalf XX



# TERMS OF BUSINESS

The following terms of business apply to all engagements accepted by JCBFL. 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.
- 1.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

## 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. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

## 3. CONFIDENTIALITY

- 3.1. Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 3.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 3.3. In addition, if we act for other clients whose interests are or may be contrary to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 3.4. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 3.5. Where we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 3.6. We reserve the right, for the purpose of promotional activity, training or for other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

## 4. CONFLICTS OF INTEREST

- 4.1. 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. If conflicts are identified which cannot be managed in a way that protects your interests, 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, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at [icaew.com/en/membership/regulations-standards-and-guidance/ethics](https://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics). During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be averse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

## 5. DATA PROTECTION

- 5.1. In this clause, the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the Data Protection Act 2018 and any other applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

- 5.2. Should you require any further details regarding our treatment of personal data, please contact Jane Cassidy directly.
- 5.3. We shall only process the client personal data:
  - a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
  - b) in order to comply with our legal or regulatory obligations; and
  - c) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights.
- 5.4. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

- 5.5. In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:
- (a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
  - (b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
  - (c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

## **6. DISENGAGEMENT**

- 6.1. If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. If 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 thereafter cease to act.

## **7. ELECTRONIC AND OTHER COMMUNICATION**

- 7.1. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 7.2. 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 in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or 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 when electronic submission is mandatory.
- 7.3. Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.

## **8. FEES AND PAYMENT TERMS**

- 8.1. 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 we provide, as well as the level of risk.
- 8.2. If 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.
- 8.3. We will bill monthly and our invoices will be due for payment as per 8.5 below. Our fees are exclusive of VAT. 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.

- 8.4. Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.
- 8.5. We reserve the right to charge interest on late paid invoices at the rate of 8% 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, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.
- 8.6. 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.

## **9. HELP US TO GIVE YOU THE BEST SERVICE**

- 9.1. We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Jane Cassidy.
- 9.2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

## **10. INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME**

- 10.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.
- 10.2. You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

## **11. INTERPRETATION**

- 11.1. If any provision of our engagement letter or terms of business is held to be void, 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.

## **12. LIEN**

- 12.1. Insofar as we are permitted to so by law or by 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.

## **13. LIMITATION OF THIRD-PARTY RIGHTS**

- 13.1. 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.



## **14. PERIOD OF ENGAGEMENT AND TERMINATION**

- 14.1. 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.
- 14.2. Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party. Termination will be without prejudice to any rights that may have accrued to either of us before termination.
- 14.3. We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.
- 14.4. 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 will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

## **15. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS**

- 15.1. We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC if 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 online at [icaew.com/en/membership/regulations-standards-and-guidance](https://www.icaew.com/en/membership/regulations-standards-and-guidance).

## **16. QUALITY CONTROL**

- 16.1. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principal and staff.

## **17. RELIANCE ON ADVICE**

- 17.1. 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.

## **18. RETENTION OF PAPERS**

- 18.1. 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 affairs. We will return any original documents to you if requested. Documents and records relevant to the company's tax affairs are required by law to be retained for six years from the end of the accounting period.
- 18.2. Although 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.