



EvansEntwistle

CHARTERED MANAGEMENT ACCOUNTANTS & TAX ADVISORS

Proposal For Accountancy & Taxation Services

Accountancy | Corporate Finance | Taxation | Business Advisory | Private Clients
evansentwistle.co.uk



1. Introduction

Dear _____

We are pleased to set out for your approval the arrangements under which we propose to assist you in acting as your accountancy, taxation & business advisory services provider.

So that we are able to assist you effectively, please ensure that you have considered fully all of the Terms of Business set out in this Letter Of Engagement along with any other enclosures and appendices, and that you are satisfied that the scope of our services as described is sufficient for your needs.

If you would like any clarification of the contents of this Letter Of Engagement please do not hesitate to contact us on the numbers below.

Kind regards

Evans Entwistle

2. About Evans Entwistle

Evans Entwistle is a practice of CIMA Chartered Management Accountants & business advisors delivering accountancy, taxation, payroll, corporate finance & consultancy services.

Operating from our three offices – in Penarth, Newport and Bristol - our team has broad experience across diverse industry sectors, including public, private and not-for-profit/charitable organisations, and across all business sizes, from FTSE 100 companies to SMEs.

All of our practice principals have attained Chartered Status – which requires not only professional qualifications but also years of hands-on experience in delivering sound business advice to enable clients to strengthen and grow their organisations.

We recognise that most clients need more than just year-end accounts preparation. That's why we take the time to understand your business and offer a full range of support tailored to your individual needs, and to your budget, starting with a free initial fact-finding consultation, an estimate of work required prior to commencement and monthly pre-payment plans if required.

Testimonials and references are available upon request, and for further information about our services and our team, please visit www.evansentwistle.co.uk

3. Terms of Business

The below Terms of Business form an integral part of the Contract between us and your attention is drawn to them.

3.1 Scope of Our Services

The scope of our Services and any Deliverables will be limited solely to the Services and Deliverables agreed in our initial meeting. We will make no representations in respect of and will not consider any other aspect of your operations.

3.2 Our Responsibilities

You agree that we will not audit or otherwise test or verify the information given to us in the course of the Services. The scope of our Services and our responsibilities will not involve us in performing the work necessary for providing - neither shall we provide - any assurance on the reliability, proper compilation or clerical accuracy of any plan, budget, projection or forecast ("prospective financial information") nor the reasonableness of the underlying assumptions. Since any prospective financial information relates to the future, it may be affected by unforeseen events. Actual results are likely to be different from those projected because events and circumstances frequently do not occur as expected, and those differences may be material. The realisation of the projected results shown in any prospective financial information depends in part upon the effectiveness of management's actions in its implementation and execution of the underlying business plans. We can give no assurance as to whether or how closely the actual results ultimately achieved will correspond to those planned, budgeted, projected or forecast. Any views we may express as to the basis for any prospective financial information or possible future outcomes will be made in good faith on the basis of the information available to us at the time but will not constitute a representation, undertaking or warranty of any kind.

3.3 Client Responsibilities

You acknowledge and agree that our performance of the Services is dependent on the timely and effective completion of your own activities and responsibilities in connection with this engagement, in particular full provision of all relevant information and financial records, as well as timely decisions and approvals by yourself. We cannot be held accountable if delayed acceptance of work completed results in statutory late filing penalties and/or interest being levied.

3.4 Liability Provisions

You agree that our aggregate liability arising from or in anyway in connection with the Services shall not exceed £100,000. We confirm that we hold full ongoing professional indemnity insurance in this regard.

3.5 Our Fees

Our fees are computed on the basis of the time incurred on the individual/company's affairs and on the levels of skill and responsibility involved. Charges are calculated to the nearest quarterly hour basis and are also subject to out-of-pocket expenses and, where applicable, VAT. We would advise that any figures quoted in the initial meeting are estimates and are based on the Material Facts which you have provided to us. Should the Material Facts differ from those stated, we reserve the right to amend our fee proposal accordingly per our standard billing rates (per our website) according to the actual time involved in completing the assignment. The total cost of the assignment will be ascertained following completion of the project. The fee estimate is also based on your fulfilment of the Client Responsibilities as outlined in Section 3.3 of this Letter Of Engagement .

All invoicing will be made at the end of each part of the engagement and all invoices will be due 14 days after invoice date unless by prior arrangement. Please note that any queries concerning an invoice should be raised within 14 days of the invoice date. If applicable you may be given the option of paying your fees by standing order. Funds will be held in our Client Account until such time as the fees have been incurred by yourself or your company, at which point the monies will be transferred to our Office Account.

Where fees remain unpaid we reserve the right to obtain payment for unpaid invoices from the director of the Limited Company, where applicable. By signing this engagement letter you are confirming that you have received Independent Advice in connection with this personal guarantee of payment of our fees.

3.6 Quality Of Service

It is our intent to provide you with the highest quality of service at all times. If, at any time, you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, we would ask you to raise the matter immediately with the Practice Manager. In this way we are able to ensure that your concerns are dealt with carefully and promptly. In the unlikely event that we are unable to satisfy your concerns, you may then choose to take the matter up with CIMA or other relevant professional body.

3.7 Applicable Law

This engagement letter shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction

in relation to any claim, dispute or difference concerning 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. Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

3.8 Ethical and Practice Guidelines

We are bound by the ethical guidelines of CIMA and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines, and practice guidelines to correct any HMRC errors. A copy of these guidelines can be viewed at www.cimaglobal.com

3.9 Electronic Communication

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such

communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. It is the responsibility of the recipient to carry out a virus check on any attachments received.

3.10 General Data Protection Regulations

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under this engagement letter, 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. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the GDPR ACT 2018, the Data Controller in relation to personal data supplied about you is Tracey Keyse.

4. Acceptance

We appreciate the opportunity to be of service to you and look forwards to working with you. You can be assured that your accountancy and taxation affairs will receive our closest attention.

If, having considered the provisions of this Contract you conclude that they are reasonable in the context of our proposed appointment and you wish to engage us on these terms, please let us have your written agreement to these arrangements by signing and returning to us the enclosed copy of this Engagement Letter.

Yours Sincerely

ESquare Ltd t/a Evans Entwistle Chartered Management Accountants

I/we agree to the appointment of ESquare Ltd subject to the terms of the Contract set out in this Engagement Letter and its enclosures.

Signed: _____

Duly authorised by _____

Printed Name: _____

Position: _____

Date: _____

