



Letter of Engagement

Date:2020

OUR Reference:

EP Associates is delighted that you have decided to join us as a valued client. As discussed during our last communication it is necessary for us to give you our agreed terms in writing in order for us to represent you.

In accordance with the recommendations of our profession, this letter confirms the basis on which we provide services to you so as to avoid any misunderstandings of our respective responsibilities.

Enclosed with this letter is a 64-8 for you to sign and return, If you have not already done so. The 64-8 is your authority for us to act as your agent in our professional capacity as your nominated accountant. In addition, *Once we have received these signed copies, we will be able to commence delivery of accountancy services for you.*

Nature of Services

Visit our website at EPassociates.uk to view documents relating to services we offer; by signing this agreement you have agreed to the conditions we have publicised. If you do not have internet access, advise one of our team who will be happy to print the relevant documents for you.

We are also required to write to your previous accountants to allow us to act as your representative out of professional courtesy. A copy of the letter we will send is available to you by request. By signing this agreement you have confirmed that we have your authority to gather the necessary information we require before undertaking your accountancy services.

Anti-Money Laundering Legislation

All accountants must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the "Anti Money Laundering Legislation"), which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.

Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have begun to act on your instructions.

We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property', we are obliged to make a report to the Serious Organised Crime Agency ("SOCA"), but we are prohibited from telling you that we have done so.

In such circumstances, we must not act on your instructions without consent from SOCA. If SOCA do not refuse consent within 7 working days we may continue to act. If SOCA issue a refusal within that time, we must not act for a further 31 days from the date of the refusal.

'Criminal property' is property in any legal form, whether money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial for example, tax evasion is a criminal offence but an honest mistake is not. We will assume that all discrepancies are mistakes unless there is contrary evidence.

Client monies

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

If the total sum of money held on your behalf exceeds £2,000 for a period of more than 2 months, or such sum is likely to be held for more than 2 months, then the money will be placed in an interest-bearing client bank account. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

If there are grounds to suspect (even if we do not actually suspect) that any monies held in a client account is derived directly or indirectly from any criminal activity whatsoever, we may not release such monies until we receive permission to do so from SOCA.

Fees

It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order. These standing orders will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years also subscriptions paid on behalf of. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis.

Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 30 days net. Interest will be charged on all overdue debts at the rate stated on the invoice, which is currently 8% per annum or, at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.

Personal Guarantee

The following statement is relevant to limited companies only - In the event that the company is unable to meet its liability in respect of our outstanding fees as and when they fall due then the company's directors would be personally, jointly and severally liable in respect of our outstanding fees.

Commissions or Other Benefits

Any commission received will be paid to you.

Ownership of Records

In the event of non-payment of our fees for services rendered, we may exercise a particular 'right of lien' over the books and records in our possession and withhold the documents until such time as payment of our invoice is received in full.

File Destruction

Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store on your behalf that are more than 7 years old, other than documents which we think may be of continuing significance. If you require the retention of any document, you must notify us of that fact in writing.

Ethical Guidelines

We will observe the ethical guidelines of our profession and accept instructions to act for you on the basis that we will act in accordance with those guidelines. A copy of these guidelines will be supplied to you on request.

Professional Status

We are a member of and regulated by HMRC AML Compliance and governed by their code of professional ethics, details of this can be made available by request. We have PII with cover and again details can be made available by request.

Customer Service

We are committed to providing a high standard of customer service. If you have any ideas as to how our service to you could be improved, or if you are dissatisfied with the service you receive, please let us know. In the event that you have a complaint, we will look into this carefully and promptly and do all we can to explain the position to you or address your concerns.

Third Parties

All accounts, statements and reports prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities. They should not be shown to any other party without our prior consent.

No third party shall acquire any rights pursuant to our agreement to provide professional services.

Applicable Law

This Letter of Engagement is governed by, and construed in accordance with, English law. 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. Each party irrevocably waives any right it may have 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.

Disclaimer

We will not be liable for any loss suffered by you or any third party as a result of our compliance with the Anti Money Laundering Legislation or any UK law or at all.

Agreement of Terms

Once agreed, this Letter of Engagement 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.

EP Associates would ask you to please confirm your agreement to the terms set out in this letter by signing and returning the enclosed copy. If anything is unclear to you or you require any further information please let us know.

Yours faithfully

Emily Pearson
Director Emily Pearson Associates Ltd

DOCUMENTS ENCLOSED	Draft Copies Available On our Website
Letter of Engagement	Sign and return to EPA (1 copy)
Fee charge list	(1 copy) (you may have this from our consultation)
Checklist	Complete and Return to EPA (1 Copy)
Standing Order Mandate	Complete and return to EPA (1 copy)
HMRC Authorising your Agent	Complete and return to EPA (1 copy)
AML Compliance agreement	Complete and return to EPA (1 copy)

Letter of Engagement

I/We* confirm that I/we* have read and understood the contents of this Letter of Engagement and agree that it accurately reflects the services that I/we* have instructed you to provide.

Signed _____

Dated _____

Signed* _____

Dated* _____

For and on behalf of (company) _____