AE/HJD/PEN033

Narberth Town Council
C/O Narberth Community Library
3 Town Moor Mews
Narberth
Pembrokeshire
SA67 7DF

25 June 2026
Alun Evans
Direct dial 01437 761404
email: heather.doody@bevanbuckland.co.uk

Dear Councillors

TERMS AND CONDITIONS OF BUSINESS

The following terms of business apply to all engagements accepted by Bevan Buckland audit Ltd. All work is carried out under these terms except where changes are expressly agreed in writing.

1.0 **Applicable law**

1.1 This engagement letter is governed by, and construed in accordance with English and Welsh law. The Courts of England & Wales 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 those courts do not have jurisdiction.

2.0 **Client identification**

2.1 Clients are required to comply with identity verification requirements under the Economic Crime and Corporate Transparency Act 2023. Failure to do so may result in us being unable to provide services, delays or refusals in forming a company, filing restrictions (e.g. confirmation statements, changes to officers), fines or criminal sanctions for deliberate non-compliance.

2.2 In common with other professional services firms, we are required by the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017) to:
maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
maintain records of identification evidence and the work undertaken for the client; and
report, in accordance with the relevant legislation and regulations.
We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.

2.3 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

2.4 If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.

2.5 Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will

be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

3.0 **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 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 which 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.

4.0 **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. You agree that we or our associates can retain the commission or other benefits without being liable to account to you for any such amounts.

4.2 If you buy SAGE accounting packages from us we may be paid commission by SAGE. You agree that we may retain any such commission payments.

5.0 **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 write to Alun Evans. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If the matter cannot be resolved it will be referred to a partner independent of your assignment. If you are still not satisfied you can refer your complaint to our professional body, the Institute of Chartered Accountants in England and Wales, Chartered Accountants Hall, Moorgate Place, London, EC2R 6EA.

6.0 Conflicts of interest and independence

6.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 8 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you, unless we are unable to do so because of our confidentiality obligations. 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.

6.2 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 adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality below.

7.0 Confidentiality

7.1 We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

7.2 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.

7.3 In addition, if we act for other clients whose interests are or may be adverse 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.

7.4 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.

7.5 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

7.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

7.7 We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information. This clause applies in addition to our obligations as to data protection below

8.0 **Data protection**

8.1 To enable us to discharge the services agreed under our 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/your business/company/partnership/its officers and employees and shareholders ('personal data').

Data controller

8.2 We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

8.3 You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone you must produce to us an original or certified copy of the power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use.

8.4 As a separate **data controller**, we may receive subject access requests from data subjects where they request copies of their personal data. We will co-operate with the request as per our own internal procedures. Should an objection or request for data erasure happen, we will assess each request on a case by case basis to establish the validity of the request.

8.5 In the course of providing services to you, we may disclose personal data to other firms in our network, a regulatory body, a third party or a buyer of our business. As part of our operational service, personal data

supplied to us may be transferred between us and EEA/UK/USA where necessary. We will ensure that where any such data transfer takes place, it is covered by an appropriate safeguard such as an adequacy decision. Where an adequacy decision is not applicable another safeguard mechanism will be implemented, such as a standard contractual clause (SCC) to ensure that the transfer remains legal. Where cloud-based services are used the relevant cloud services terms and conditions will apply. In some instances, the location of data stored in the cloud may reside outside of the EEA/UK.On 28 June 2021, the European Commission approved the UK for adequacy. This means that the continuation of data flows between the UK and the EU will remain unaffected and we can rely on this mechanism for the terms under this agreement over the next four years until its review in June 2025.

8.6 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

8.7 We will answer your reasonable enquiries to enable you to monitor compliance with this clause. If you need to contact us about any data protection issue, please contact us.

Data processor

8.8 Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable data protection legislation when processing data on your behalf. In particular we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller in the EU/EEA/UK. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another legal basis in place to enable the lawful transfer of personal data to us. You will fully indemnify and hold us harmless if you do not have a lawful basis and that causes us loss.

8.9 Where we act as **Data Processor** on your behalf, below sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects:

Subject matter of the processing

- The subject matter of the processing are the services to be provided, as set out in the engagement letter.

Duration of the processing/retention of records

- The duration of the processing will be as set out in our document retention policy, and we destroy client files at least six years after we finish advising you but reserve the right to retain files longer in appropriate cases or where the law requires.

Nature and purpose of the processing

- The nature and purpose of the data processing is to perform the services agreed with you as set out in the Engagement Letter.

Types of personal data to be processed (for example, names, addresses, dates of birth)

- Personal data: Relevant to the provision of services as set out in the Engagement Letter

Categories of data subjects (those to whom the client data relates, e.g. client employees, client customers)

- Categories of data subjects: Typically, Directors, Employees

Obligations and rights of the client (as the data controller)

- Your obligations and rights are as set out in this engagement letter

8.10 In circumstances where we are a Data Processor we shall;
process personal data only on written instruction from you;
Restrict data access to authorised personnel only, who are bound by confidentiality;
Disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;

Maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data;
Delete or return all personal data to you at the completion of our engagement requiring personal data processing, subject to legal requirements to retain data;

8.11 In the course of providing services to you and processing personal data, we may disclose personal data to other firms in our network, a regulatory body or a third party. We may use a sub-processor and/or export personal data you supply to us outside the EU/EEA/UK where necessary. We will obtain consent before engaging sub-processors. We will ensure all such data disclosure/export is compliant with relevant data protection legislation and will use our reasonable endeavours to ensure that any agreement entered into with sub-processors includes similar terms to those set out in this clause 14. Where cloud-based services are to be used you may be subject to our cloud services terms and conditions.

8.12 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

8.13 We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where it relates to you.. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.

8.14 We will answer your reasonable enquiries to enable you to monitor compliance with this clause. We will also allow for, and contribute to, audits or inspections conducted by the ICO or their auditor to demonstrate compliance with this clause.

8.15 We are registered with the Information Commissioner under reference number Z5851194.

9.0 **Disengagement**

9.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

9.2 With the exception of Payroll Services, each of us may terminate our agreement in writing by giving not less than 28 days' notice in writing to the other party except where if 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 you may have accrued to either or us prior to the termination

9.3 In relation to Payroll Services, each of us may terminate our agreement by giving not less than 90 days' notice in writing to the other party.

9.4 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 shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

9.5 If we are your registered office we will change the address to your place of business or home address.

10.0 **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.

11.0 **Fees**

11.1 Our internal chargeout rates are noted below and may or may not be the basis on which fees are charged on all occasions as our fees may depend not only upon the time spent on your affairs but also on the:

- level of skill and experience of those carrying out the work;
- degree of risk and responsibility which the work entails;
- complexity of the assignment;
- importance, priority and value of the advice to you;

Skill level	**Amount (net of VAT)**
Junior accountants	£60 per hour
Senior accountants	£84 per hour
Managers	£110 per hour
Partner	£120 per hour
Indicative average hourly rate for annual business accounts and tax return service to include tax planning advice	£79 per hour

- For complex matters, or high value transactions advice, such as advising on the sale of a business, capital gains tax advice and calculations, inheritance tax planning or formal tax enquiries where the work is carried out at senior level then the hourly rate will be £250 per hour plus VAT which reflects the skill, responsibility and risk involved. (We always recommend you take out our tax enquiry insurance to cover our fees in a formal tax enquiry).
- If the fee charged in one year is less than our usual hourly rate, then next year's fee may increase by significantly more than inflation.

11.2 Our invoices are to be paid within 30 days of issue. If you prefer you can make payment by direct debit over 6 months on an interest free basis but we will insist on payment of any account outstanding for more than six months. You can also pay in advance by direct debit. VAT invoices are issued on receipt of payment. You will be able to monitor your account with us by reviewing your client statement which will be

posted to you regularly so you can reconcile your payments to the fee notes raised. We will only be able to start work on your current years affairs provided your previous fee invoices have been paid in full.

11.3 If you decide to pay in advance for work to be done you agree these monies need not be paid into our client account but may be retained in our office account.

11.4 We do not make any additional charge for photocopying, storage, postage and mileage as these are included in our hourly rate.

11.5 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 insurances 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.

11.6 We reserve the right to charge interest at 1.5% 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.

11.7 Should your payment be unpresented the following charges will be incurred and debited as a disbursement to your account and become payable:

- Unpresented cheque - £4.00 per presentation
- Unpaid direct debit – the greater of 1% plus VAT or £5.00 plus VAT per instalment

11.8 Our fees are subject to annual review and may be adjusted to reflect changes in inflation and operating costs.

12.0 **Implementation**

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

13.0 **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.

14.0 **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, the relevant provision in the engagement letter will take precedence.

15.0 **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 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.

16.0 **Investment advice**

16.1 We are not authorised by the Financial Conduct Authority ("FCA"). If, during the provision of professional services to you, you need advice on investments we may refer you to an adviser authorised by the FCA.

However, as we are licensed by the Institute of Chartered Accountants in England & Wales, we may be able to provide certain investment services where those are complementary to or arise out of the professional services we provide for you. Examples include evaluating and agreeing or disagreeing with advice given by an IFA or mortgage broker, but not substituting our own recommendation. Also, we can advise on the purchase and sale of unlisted shares and the sale of shares which are admitted, or to be admitted to a stock exchange. In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme.

17.0 **Lien**

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

18.0 **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 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.

19.0 **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 7 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 to 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.

20.0 **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. The requirements are available on the internet at 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

21.0 **Liability**

21.1 We will provide our services with reasonable care and skill. Where permitted by law, our liability to you shall not exceed the total fees paid by you in the twelve months preceding the event giving rise to any

liability. Our liability to you is limited to direct 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 indirect losses, costs, expenses or liabilities, or 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. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 21.6 below, our liability to you shall be limited as set out in our engagement or other client letter.

21.2 You will not hold us, our principal(s)/director(s), shareholders 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. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

21.3 You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.

21.4 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. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.

21.5 Additionally it is always possible in respect of tax advice the relevant authorities (in particular HMRC) may take a different view of any tax position and or advice. All tax advice is subject to this disclaimer.

21.6 Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other action which may not as a matter of applicable law be excluded or limited.

22.0 **Quality control**

22.1 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 ourselves.

23.0 **Dealing with HM Revenue & Customs**

23.1 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

24.0 **Protective filing**

24.1 You confirm that to avoid penalties we may submit estimated accounts and tax returns to HMRC and Companies House if we do not receive your signed approval by the relevant filing date. (Any estimated documents may be amended after the filing date).

24.2 Also, we may submit details to Companies House and HMRC if we have sent you documents for approval and you have not returned them within the earlier of the following timescales or filing deadline. The timescales are the number of days after we have sent you the information for your approval as follows – personal tax returns and business accounts 60 days, VAT filing request 14 days and confirmation statement 7 days, or the statutory filing date if sooner.

25.0 **Reliance on advice**

25.1 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.

26.0 **Changes in the law, in practice or in public policy**

26.1 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, public policy or your circumstances.

26.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.

27.0 **Retention of papers**

27.1 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. You will arrange collection of your original documents from us. 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

27.2 As our storage is limited, we will destroy any records that are more than two years old. It is your responsibility to ensure you collect your records annually to comply with the above paragraph.

28.0 **The Provision of Services Regulations 2009**

28.1 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 for the UK, under reference number C00538670.

28.2 Our professional indemnity insurers are Prosure Solutions Limited, 150 Minories, London, EC3N 1LS, Carbon Underwriting, 5th Floor, 9A Devonshire Square, London, EC2M 4YN, Flux Syndicate, c/o Asta Managing Agency Ltd, Lloyd's of London, 1 Lime Street, London, EC3M 7HA, International General Insurance Company (UK) Ltd, Forum House, 15-18 Lime Street, London, EC3M 7AN and W R Berkley, 52 Lime Street, London, EC3M 7AF. 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.

29.0 **Inheritance tax**

29.1 You agree that we are not instructed to advise on inheritance tax, unless separately instructed.

29.2 We confirm that we will be pleased to advise on inheritance tax including inheritance tax planning if instructed. In that case our terms of engagement will be confirmed by a separate letter of engagement dealing specifically with the inheritance tax work to be carried out. However, if our fee for this extra work is less than £1,000 plus VAT you agree that we may dispense with the requirement to issue a separate letter of engagement.

30.0 **Capital gains tax**

30.1 You agree that we are not instructed to advise on capital gains tax, unless separately instructed.

30.2 We confirm that we will be pleased to advise on capital gains tax including capital gains tax planning if instructed. In that case our terms of engagement will be confirmed by a separate letter of engagement dealing specifically with the capital gains tax work to be carried out. However, if our fee for this extra work is less than £1,000 plus VAT you agree that we may dispense with the requirement to issue a separate letter of engagement.

31.0 **Payroll services**

31.1 You agree that we are not instructed to advise on payroll matters, including PAYE, casual labour, P46 forms, benefits in kind and P11D forms unless separately instructed.

31.2 We confirm that we will be pleased to advise on payroll matters if instructed. In that case our terms of engagement will be confirmed by a separate letter of engagement dealing specifically with payroll services.

32.0 **VAT services**

32.1 If, at the date of this letter, you are not VAT registered we will ensure you do not register late for VAT provided:

(a) you notify us in writing within 14 days of the end of each month of the total value of supplies you have made in the month; and

(b) you notify us immediately in writing if the value of taxable supplies that you will make in the next 30 days will exceed the annual registration limit then in force.

32.2 If, you are VAT registered at the date of this letter but you have not asked us to undertake completion of the VAT return then you will be responsible for completing and submitting VAT returns. We will not be responsible for checking the VAT treatment of supplies made ie. between positive and zero rates, and exempt supplies unless specifically requested in writing to make a detailed review. We will ensure that the sales figure in your accounts is reconciled, if possible, to your VAT returns submitted provided you let us have copies of all returns submitted and your related workings showing how your figures are arrived at. Similarly, we will not specifically check the deductibility of input VAT and the validity of supporting invoices unless specifically requested in writing to carry out a detailed review.

32.3 If, you are VAT registered at the date of this letter and you have instructed us to undertake completion of the VAT returns then our terms of engagement will be confirmed by a separate letter of engagement dealing specifically with VAT services.

33.0 **Stamp duty land tax**

33.1 You agree that we are not instructed on stamp duty land tax or land transaction tax, unless separately instructed.

34.0 **Probate-type services**

34.1 We are not licensed or authorised by the ICAEW for non-contentious probate services.

34.2 As we are not licensed or authorised for the reserved legal activity of non-contentious probate, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme and you will not have access to the Legal Ombudsman, nor is our advice covered by legal professional privilege.

34.3 Probate services can be provided by our associated company: Alun Evans (company number **06754198). Further details and separate terms can be requested from Alun Evans.**

35.0 **Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards**

35.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the *International Tax Compliance (United States of America) Regulations* 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution or an active or passive Non-Financial Foreign Entity nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

35.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

36.0 **Agreement of terms**

36.1 We should be grateful if you would confirm your agreement to our terms of appointment by signing and returning this letter to us.

36.2 If this letter is not in accordance with your understanding of our terms of appointment, please let us know.

Yours sincerely

Bevan Buckland

BEVAN BUCKLAND AUDIT LTD

I/We acknowledge receipt of a copy of this letter as correctly setting out the agreement between us in relation to your appointment.

Signed ..... Date .....

Signed ..... Date .....