

## WELLDEN TURNBULL GENERAL TERMS OF BUSINESS AND DATA PROTECTION POLICY

### Insurance, conflict of interest and limitation of liability

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Royal and Sun Alliance. The territorial coverage is worldwide excluding punitive and exemplary damages in the United States of America.

If a conflict of interest arises, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the Code of Ethics of the Institute of Chartered Accountants in England and Wales which can be viewed at [www.icaew.com/membershandbook](http://www.icaew.com/membershandbook) section 3, sub-section 220.

### Your attention is drawn to clause 12, which contains provisions that limit our liability.

These terms and conditions are arranged as follows:

- WELLDEN TURNBULL GENERAL TERMS AND CONDITIONS OF BUSINESS that apply to all services that we provide;

and then those that additionally apply to specific services, and our data protection policy, as follows:

- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF COMPANY STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF GROUP OF COMPANIES STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF COMPANY STATUTORY FINANCIAL STATEMENTS OF A FCA REGULATED FIRM.
- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF LIMITED LIABILITY PARTNERSHIP STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF PENSION SCHEME STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED COMPANY STATUTORY FINANCIAL STATEMENTS.

- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED COMPANY STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED GROUP OF COMPANIES STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED LIMITED LIABILITY PARTNERSHIP STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED LIMITED LIABILITY PARTNERSHIP FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED CHARITY OR CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS.
- SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION AND SUBMISSION OF TAX RETURNS.
- SCHEDULE OF PROFESSIONAL SERVICES: CASS ASSURANCE REPORT.
- SCHEDULE OF PROFESSIONAL SERVICES: BUSINESS SERVICES 28/04/22.
- SCHEDULE OF PROFESSIONAL SERVICES: SRA ACCOUNTS RULES COMPLIANCE.
- SCHEDULE OF PROFESSIONAL SERVICES: EXAMINATION OF A CHARITY OR CHARITABLE COMPANY.
- SCHEDULE OF PROFESSIONAL SERVICES: PAYROLL SERVICES.
- SCHEDULE OF PROFESSIONAL SERVICES: COMPANY SECRETARIAL SERVICES.
- APPENDIX: WELLDEN TURNBULL DATA PROTECTION POLICY.

## WELLDEN TURNBULL GENERAL TERMS AND CONDITIONS OF BUSINESS

1. These general terms of business, along with any additional terms and conditions relevant to specific work undertaken, set out the basis on which Wellden Turnbull Limited, incorporated in England No: 11480616 and having its registered office at: Albany House, Claremont Lane, Esher, Surrey KT10 9FQ ("we", "us" and "our" which term shall include our successors and assigns) provides services to its clients.
2. In these terms and conditions, "you" and "your" refers to the client or its directors/officers/trustees as the context requires.
3. These terms and conditions supersede previous versions. They apply from the date shown on the end of each page until they are superseded. These terms and conditions apply to all services supplied by us including those that have been separately agreed in writing, or that you have instructed us to perform either orally or by your actions.
4. The terms and conditions specific to a number of services will have been provided to you by separate schedule ("the Schedules"). The Schedules are reproduced on our website and updated from time to time. Our work on these services is governed by the most recent version of the Schedules, which may postdate the version provided to you. If you have not been provided with a Schedule covering any service, then the Schedules on the website will govern those services.

### 5. Provision of Service Regulations 2009

- 5.1. We are registered to carry out audit work in the UK and Ireland and regulated for a range of investment business activities by the Institute of Chartered Accountants in England and Wales. Our firm registration number is C006246631. Confirmation of our audit registration can be obtained at: <http://www.auditregister.org.uk/Forms/Default.aspx>. We are also registered with the Chartered Institute of Taxation as a firm of Chartered Tax Advisers.
- 5.2. In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Royal and Sun Alliance. The territorial coverage is worldwide excluding punitive and exemplary damages in the United States of America.

### 6. Applicable Law and Interpretation

- 6.1. This engagement letter, terms and additional schedules are 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 any engagement letter and these terms 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.

- 6.2. Any action in any court shall be in a court of our choosing. If it is not, then you will be responsible for our time costs at normal rates in having the hearing at a different venue.
- 6.3. We are obliged to adhere to all civil and criminal regulations currently in force, including the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017.
- 6.4. 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 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 6.5. The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.
- 6.6. 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.
- 6.7. You may not use our name in any statement or document that you issue unless we give prior written consent. Such consent may be withdrawn by us at any time. This does not apply to statements or documents that in accordance with applicable law are to be made public.
- 6.8. The copyright in any document prepared by us belongs to us in its entirety unless the law specifically provides otherwise.
- 6.9. If we provide advice, reports or other work in draft or interim form, they are not to be relied upon. Only final versions of such reports or other work may be relied upon.
- 6.10. If there is a conflict between these terms of business and any engagement letter schedule covering a specific assignment, then that engagement letter schedule takes precedence.
- 6.11. If any provision of an engagement letter or schedule, or these terms of business, is held to be invalid, illegal or unenforceable, that does not affect the validity, legality and enforceability of any other provision and its application shall not in any way be affected or impaired. The invalid, illegal or unenforceable provision shall be deemed to be amended to such extent necessary for it to become legal, valid or enforceable while giving effect to its original meaning.
- 6.12. Any failure by us to enforce any right, including any provision of these terms of business, or any letter of engagement, shall not be any waiver by us of that right.

- 6.13. You may only rely on advice that has been given in writing. Where we give advice orally, then that must be confirmed in writing if you wish to rely upon it. For this purpose, “in writing” means on our headed notepaper or from our email address, including schedules and appendices thereto, and nothing else. In particular, it does not include emails from personal email addresses, text messages, “WhatsApp”, “Slack” and other messaging services.
- 6.14. We will be pleased to assist you in any matters within our expertise if you advise us in good time of any proposed transactions and request advice. However, 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 the light of any change in the law or your circumstances, for example from a transaction being delayed or if an apparently similar transaction is to be undertaken. 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.
- 6.15. In the case of a company, we will be pleased also to advise the shareholders, directors and executives, and in the case of a partnership, the partners, on their personal income tax and capital tax positions. In such cases, we will need to agree separate terms with the individuals concerned. You should not assume that any advice to a company or partnership takes into account the circumstances of individual shareholders, directors or partners.
- 6.16. You will deal with all matters other than those matters where you specifically instruct us. You should not assume that we are dealing with something unless we have agreed that we are, regardless of how necessary it may be. In particular, we will not advise on, or consider your entitlement to, tax credits or other benefits unless specifically requested to do so. Unless specifically instructed and agreed in advance we will not assist with the implementation of our advice.
- 6.17. 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 (FI) or an active or passive Non-Financial Foreign Entity (NFFE) 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.

## 7. Tax and Other Advice

- 7.1. We can provide you with tax planning or other advice on matters within our expertise if you ask us to do so. If we are not asked to provide advice, then whilst opportunities may occur to us in reviewing your affairs, and we may bring these to your attention, we do not undertake to do so, and you should not assume that we have reviewed your affairs and provided you with all relevant advice unless you have asked us to.

- 7.2. Where we provide tax planning advice, we will advise on those strategies and techniques of which we are aware, and which we consider appropriate to your circumstances, taking into account not only the strategies, but also the cost and work in their implementation, and your appetite for risk. However, we are not aware of all tax planning strategies (and indeed nobody can be) and we do not accept any liability for not recommending strategies because we are not aware of them.

We will not recommend tax strategies that we consider artificial, or lacking commercial justification, and we will not normally recommend schemes marketed by third party promoters.

- 7.3. Where we provide advice on taxation or any other matter, and we give a view of the law or practice, that is our view. It is possible that, for example HMRC, or on appeal a Tribunal, will argue for, or take a different, view. Where we illustrate our view by reference to HMRC manuals or published statements, you should be aware that HMRC does not consider itself bound by such publications, but that it is entitled to argue for a different interpretation if it so wishes.

## **8. Tax enquiries and follow up queries**

- 8.1. The fee we charge for work that we do does not include the cost of further explanation, clarification and follow-up enquiries. Any such additional work will be charged on a time basis.
- 8.2. If HMRC or any other organisation enquire into a tax return or other submission, then dealing with that enquiry will be subject to additional charges.

## **9. Confidentiality**

- 9.1. Where you give us confidential information, we confirm that we shall keep it confidential, other than as required by law, by our insurers, or as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- 9.2. We may disclose our files to regulatory bodies in the exercise of their powers. We may also disclose our files to external peer reviewers from the Institute of Chartered Accountants in England and Wales or other appropriate reviewers for the purpose of ongoing quality control. Such external reviewers are highly experienced and professional people and will be subject to the same confidentiality as us.

## **10. Provision of Information**

- 10.1. To enable us to carry out our work you agree to disclose to us all information relevant to the work we are undertaking. We will rely on the information and documents being true, correct and complete. You agree to respond quickly and fully to our requests for information and to other communications from us and to provide us with information in sufficient time for work to be undertaken and to forward to us all copies of communications received from third parties (for example, HMRC) to enable us to deal with them as may be

necessary within any statutory time limits.

- 10.2. You agree that we can approach third parties for information that we consider necessary to deal with your affairs. You should always send us the originals or copies of all communications you receive from the HMRC, even where HMRC is authorised to correspond with us directly.

## 11. Third Party Advice

- 11.1. On occasions we may obtain advice on your behalf from third parties, for example lawyers or surveyors. Where we do so, we are not responsible for any shortcomings in that advice.

## 12. Liability

- 12.1. We will provide our services with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses including, but not limited to, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or you or others 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, nor for any loss that you may suffer because we are not acting for you because you have not paid our fees.
- 12.2. Our liability to you or any third party that we agree may rely on our work under this or any other arrangements between us shall be limited to losses, damages, costs and expenses directly caused by our acts or omissions including our negligence, breach of contract, breach of statutory duty or other legal liabilities. We will not be liable for indirect or consequential loss or loss of profits. In addition, our liability shall be limited to the lower of 50 times the fee that we have billed for that piece of work and £1m. Those limits apply to the aggregate of claims by you and any person related to you (as that term is defined for accounts purposes). Furthermore, our liability shall be proportionate to the amount of any loss occasioned by our acts, omissions or negligence.
- 12.3. You will not hold the owners of this firm and any staff employed by the firm, 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 our services.
- 12.4. You agree that you will not bring any claim against any of the directors or employees personally.
- 12.5. The foregoing limitations shall apply in respect of any acts, omissions, negligence, breach of contract or breach of statutory duty on the part of this firm, its directors or employees except where we are prohibited by law from limiting our liability.

## 13. Recruitment of Our Staff

- 13.1. If you recruit a member of our staff who has worked on your affairs and that recruitment is connected with the work which that staff member has undertaken on your affairs, then you will pay us an amount of 25% of the starting salary plus benefits of that staff member.

## 14. Client Identification

- 14.1. In common with all accountancy and legal practices, the firm is required by law to:
- 14.1.1. maintain identification procedures for clients and beneficial owners of clients;
  - 14.1.2. maintain records of identification evidence and the work undertaken for the client; and
  - 14.1.3. report, in accordance with the relevant legislation and regulations.
- 14.2. We may use electronic checks as part of our identification procedures. These electronic checks are not credit checks.

## 15. Quality of Service

- 15.1. We aim to provide you with a fully satisfactory service. If at any time you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting Mark Nelligan; Direct Dial: +44 (0)1932 497928; email: [m.nelligan@wtca.co.uk](mailto:m.nelligan@wtca.co.uk). 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 take up the matter with the Institute of Chartered Accountants in England and Wales (ICAEW).
- 15.2. For consumer agreements, should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to the ICAEW.

## 16. Client Monies

- 16.1. 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 £10,000 for a period of more than 30 days, then the money will be placed in a separate designated client account. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.

- 16.2. To avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate by either Barclays Bank Plc or NatWest (at our option) for small deposits subject to the minimum period of notice for withdrawals.
- 16.3. 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.
- 16.4. Money held on your behalf in relation to probate-related services will be held in a separate client bank account ring-fenced for legal services.
- 16.5. If we cannot return money to you for any reason, including being unable to trace you, then that money will be donated to charity.

## 17. Fees and Payment Terms

- 17.1. Our fees are based on the time spent on your affairs by the directors and staff and on the levels of skill and responsibility involved, and disbursements incurred in connection with our work for you, but also the level of risk and its urgency. We also consider the value of work and the degree of urgency required in its execution. If you want to know in advance how much a piece of work will cost, please ask. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation. We will add value added tax, if applicable, at the current rate to the invoice.
- 17.2. On occasions we will agree to undertake specific work for a fixed/indicative fee, where the ability to complete that work to a timescale is within our control. We will not usually identify fixed fees for more than a year in advance as these may need to be revised in light of subsequent events. When we do so, such quotes will not be binding unless this is clearly stated to you and are dependent upon you providing the information and we reserve the right to charge additional fees where that is not the case. Also, the work covered by the fee is only the work that we have quoted for and additional work, and in particular advisory work, is not included in that quote. Otherwise, our fees will be based on the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon.
- 17.3. Our invoices are payable on presentation. Where applicable, the invoices are payable in full before the audit report is signed and the accounts are made available for filing. If invoices are not settled within thirty days, then interest not exceeding 1% per month may be added from that date to the cumulative balance outstanding. You will also reimburse us for any costs incurred in collecting any fees not paid by their due date. If we take legal action, you will pay us an additional 10% of any debt (subject to a minimum of £500) as

liquidated damages to cover our own time. These liquidated damages are additional to our out of pocket costs, which also be payable. We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed. We will not be responsible for any loss that you may suffer because of us declining to take action because you have not paid your fees or because we have exercised our lien over any books or records.

- 17.4. Interest will be charged on all overdue debts at the rate stated on the invoice, or at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.
- 17.5. Any query over a fee rendered must be raised in writing to us within 30 days of the date of the fee note. If no query is so raised within this period the fee will be due and payable without any right of further explanation, amendment or dispute.
- 17.6. 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 (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.

## 18. Commission or Other Benefits

- 18.1. In some circumstances, commissions or other benefits may be payable to us or one of our associates in respect of transactions we or such associates arrange for you. If this happens, we will notify you in writing of the amount and terms of payment. The nature of the engagement and professional judgement would determine the frequency and detail required to ensure compliance with our Code of Ethics. The fees that would otherwise be payable by you will be abated by such amount solely at our discretion. When we reduce the fees that we would otherwise charge by the amount of commission obtained, we will apply the HMRC concession which allows VAT to be calculated on the net the after deduction of the commission. You consent to such commission or other benefits being retained by us, or as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

## 19. Investment Advice

- 19.1. Although we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we are licensed by the Institute of Chartered Accountants in England and Wales to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you. Such assistance may include the following:
  - 19.1.1. advising you on investments generally, but not recommending a particular investment or type of investment;
  - 19.1.2. referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA) and

assisting you and the authorised third party during the course of any advice given by that party. This may include comment on, or explanation of, the advice received (but we will not make alternative recommendations). The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. The firm may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction;

- 19.1.3. advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
  - 19.1.4. advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange; and
  - 19.1.5. managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.
- 19.2. We may also, on the understanding that the shares or other securities of the company are not publicly traded:
- 19.2.1. advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options valuation and methods;
  - 19.2.2. arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
  - 19.2.3. arrange for the issue of the new shares; and
  - 19.2.4. act as the addressee to receive confirmation of acceptance of offer documents etc.
- 19.3. Where we have referred you to a PTP, it is their responsibility to make the appropriate statutory disclosures to you in respect of any investment advice you may ask them to give, and it will be their responsibility to make themselves aware of your personal and financial circumstances they may need to give proper investment advice. Where you have consulted a specialist recommended by us, we are entitled to discuss with them any aspect of your affairs and provide any information they may need in the performance of their services to you. This will be done unless you give us written notice to the contrary.
- 19.4. Where you have sought financial advice from parties not known to us, we will only disclose information to them on those matters for which they have specifically asked, and only with your express authority in writing.
- 19.5. We take care to ensure that we refer you to competent and properly qualified advisers. However, we cannot be held responsible for any deficiencies in their advice or for the performance of any investments they

recommend.

- 19.6. If you are dissatisfied in any way with our services described in this section, you should follow the procedures set out in the “Quality of Service” section above. 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.
- 19.7. To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances but would only do so in our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

## **20. Retention of and Access to Records**

- 20.1. You should retain any documents relating to your financial affairs for six years beyond the end of the accounting period or tax year, or for 12 years if this relates to an overseas matter.
- 20.2. During the course of our work, we will collect information and documents from you and others acting on your behalf and will return any original documents to you following the preparation of your accounts and returns. Documents provided by you to enable us to prepare your accounts and tax returns remain your property, although we retain a lien on those documents against any unpaid fees owed by you or persons related to you (for this purpose “related” takes the definition used for accounts purposes. All other documents created by us, or which come into our possession, become and remain our property.
- 20.3. Whilst certain documents in our possession may legally belong to you, we may destroy documents that we store which are more than seven years old, other than documents that we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.
- 20.4. We do not accept responsibility for documents and records left with us for more than a reasonable period after we cease to require them for our work.
- 20.5. When we store documents, then we do so in paper or electronic format at our discretion.

## **21. Third Party Service Providers**

- 21.1. We may in the course of our contractual services engage third party service providers. We retain responsibility for any output prepared and oversight of any services provided by third parties in the execution of our contractual services. Data transferred to third party service providers is protected by the respective providers procedures.

## 22. Proposing wording for legal documents

- 22.1. We will, if asked to do so, propose matters to be incorporated into legal documents, or propose wording to be incorporated in legal documents. We will also, if requested, comment on wording in documents drafted by others. Where we do propose or comment on such wording, we will often try and do so in as final form as possible to assist those drafting the final documents. However, you must consult a suitably qualified lawyer to confirm that any wording that we propose is legally valid and meets your wishes.

## 23. Electronic Communication

- 23.1. Unless you advise otherwise, we will communicate with you by email. 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 email 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 receive an email from us, while we take reasonable steps to ensure that such emails are not corrupt, and do not contain viruses or other malicious attachments, you are responsible for scanning those emails before opening and carrying out any virus checks as required either on the email or any attachment.
- 23.2. 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.
- 23.3. If you use our portal, then you are responsible for securing your password, and you will inform us immediately if you are concerned that your password or security has been compromised. If you give any other person access to your portal, then you are responsible for ensuring that they access the portal within the terms of your authority, and if those other people authorise documents on the portal, you are responsible for ensuring that such authorisation is given with your approval.

## 24. Provision of Cloud-Based Services

- 24.1. Where we provide accounting software in the Cloud, this will be provided by a third party (the 'Cloud Supplier'). The third party has entered into a confidentiality agreement with us to ensure compliance with these general terms of business.
- 24.2. The service provided by the Cloud Supplier will be a discrete web based hosted facility, and you agree that access will also be provided to the firm and the third party.
- 24.3. We cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise

with them to help ensure that normal service is resumed as soon as possible.

## 25. Data Protection

- 25.1. To enable us to perform services for you, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation.
- 25.2. You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.
- 25.3. The appendix to these terms and conditions explains how we process personal data in respect of the various services that we provide.

## 26. Professional Rules and Practice Guidelines

- 26.1. 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 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 at [www.icaew.com/regulations](http://www.icaew.com/regulations).
- 26.2. Where relevant 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 Revised Ethical Standard 2016 and the International Standards on Auditing (UK) which can be accessed on the internet at [www.frc.org.uk/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx](http://www.frc.org.uk/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx).
- 26.3. Details of the firm's professional registrations can be found at [www.wtca.co.uk/ASBregistrations](http://www.wtca.co.uk/ASBregistrations).

## 27. Conflicts of Interest

- 27.1. 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 our confidentiality clause we confirm that we will notify you immediately should we become aware of any conflict of interest.

- 27.2. If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our Code of Ethics, which can be accessed on the internet at [www.frc.org.uk/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx](http://www.frc.org.uk/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx).

## 28. Termination of Our Agreement

- 28.1. Either you or we may terminate our engagement without liability or notice, but such termination must be given in writing. We may, however, terminate our agreement immediately where you fail to cooperate with us, or we have reason to believe that you have provided us or a regulatory body with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- 28.2. Many of the services we provide are of a continuing nature and we will not refer to you each time something needs to be done. Until written notification is received, we will continue to act for you and deal with matters as required. For example, if we deal with your tax return, there will be continued work in dealing with HMRC and general administration, which would normally be charged when we bill for the next tax return. Therefore, if you want us to stop work on your affairs, and to avoid incurring further costs, you must write to us immediately. If work has been partly performed and you dispense with our services, work done to that date on matters that are partly completed will still be payable.
- 28.3. Should our contract be terminated, we will endeavour to agree with you the arrangements for the completion of any work in progress at that time. We may, however, be 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. When we do stop acting for you, we have no further responsibility to you, including any responsibility to complete services partly performed. However, you still have to pay for work that has been carried out.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to act as auditor for (the company) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments or the Companies Act 2006 and related statutory instruments (Including for Jersey/Guernsey where applicable).

“obligations of the directors of the company” or “you” are in reference to the obligations of the directors of the company.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. In preparing these financial statements, you must:
  - 1.2.1. select suitable accounting policies and then apply them consistently;
  - 1.2.2. make judgements and accounting estimates that are reasonable and prudent;
  - 1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business; and

- 1.2.4. You must also not approve these financial statements unless you are satisfied that they give a true and fair view.
- 1.3. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.4. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.5. You are required to confirm in the directors' report that so far as you are aware, there is no relevant audit information of which we, as the company's auditors, are unaware and that you have taken all the steps that you ought to take as directors in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information. We are entitled to require from the company's officers and employees such other information and explanations as we think necessary for the performance of our duties as auditors.
- 1.6. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2 Our Responsibilities

- 2.1. We have a statutory responsibility to report to the members of the Company whether in our opinion the financial statements:
- 2.1.1. give a true and fair view of the state of affairs of the company at the year end and of the profit or loss of the company for the year then ended;
- 2.1.2. have been properly prepared in accordance with accounting standards; and
- 2.1.3. have been prepared in accordance with the requirements of the relevant legislation.

We also have a statutory responsibility to state in our report whether in our opinion the information given in the strategic report (if any) and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements and the strategic report (if any) and the directors' report have been prepared in accordance with applicable legal requirements. In light of our knowledge and understanding of the company and its environment obtained in the course of the audit, we will also report whether any material misstatements are identified in the strategic report (if any) and the directors' report. In addition, we have a statutory responsibility to report by exception if, in our opinion:

- 2.1.4. adequate accounting records have not been kept by the company, or returns adequate for our audit have not been received from branches not visited by us;
- 2.1.5. the company's financial statements are not in agreement with the accounting records and returns;
- 2.1.6. certain disclosures of directors' remuneration specified by law are not made;
- 2.1.7. we have not received all the information and explanations which we consider necessary for the purposes of our audit; and
- 2.1.8. you have prepared financial statements in accordance with the small companies' regime or have taken advantage of the small companies' exemptions in preparing your directors' report and from the requirement to prepare a strategic report and we are of the opinion that you were not entitled to do so.

If we have nothing to report in respect of the above matters we will include a statement in our report confirming this.

Where the financial statements do not disclose details of directors' benefits: remuneration, pensions and compensation for loss of office, the relevant legislation also requires us, so far as we are reasonably able to do so, to include a statement in our report giving the required particulars.

- 2.2. We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:
  - 2.2.1. the departure is required in order for the financial statements to give a true and fair view; and
  - 2.2.2. adequate disclosure has been made concerning the departure.
- 2.3. As noted above, our report will be made solely to the company's members, as a body, in accordance with relevant legislation. Our audit work will be undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. In those

circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.

- 2.4. The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
- 2.5. In the event that we cease to act as statutory auditors for the company we are required by relevant legislation to make available, if requested, all relevant information concerning the audit of the company to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory duty.
- 2.6. We also draw your attention to the requirements of relevant legislation in relation to auditor removal and resignation.

### 3 Scope of Audit

- 3.1. Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
- 3.2. As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:
  - 3.2.1. identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
  - 3.2.2. obtain an understanding of internal control relevant to the audit in order to design audit

procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control;

- 3.2.3. evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors;
- 3.2.4. conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern;
- 3.2.5. evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
- 3.2.6. read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.

- 3.3. Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
- 3.4. We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether adequate accounting records have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
- 3.5. The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all

significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.

- 3.6. The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole. In connection with representations and the supply of information to us generally, we draw your attention to the relevant legislation under which it is an offence for an officer or employee of the company to knowingly or recklessly make misleading, false or deceptive statements to auditors.
- 3.7. In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the chairman's statement, operating and financial review, the strategic report and the directors' report, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings, as well as to receive details of all written resolutions that are to be circulated to members.
- 3.8. The responsibility of safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 3.9. We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- 3.10. In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.
- 3.11. Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.

- 3.12. If we assist in preparing iXBRL-tagged financial statements for submission to HMRC with the company's tax return. We are not currently required by auditing standards to verify the iXBRL tagging or the underlying data as part of our statutory audit. The accuracy of this information remains your responsibility.

## 4 Communication

- 4.1. In order to promote effective two-way communication between us we set out below the expected form and timing of such communications.
- 4.1.1. we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;
  - 4.1.2. if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm in writing the matters discussed and any agreed action; and
  - 4.1.3. we will discuss any matters arising from the audit on completing the on-site work. We will confirm in writing the matters discussed and any agreed action.

The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 5 Limitation of Liability

- 5.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF GROUP OF COMPANIES STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to act as auditor for (the company) and as auditor of its subsidiary undertakings as set out below (the subsidiaries) (together, the group) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“the subsidiaries” means [name of subsidiaries].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments or the Companies Act 2006 and related statutory instruments (Including for Jersey/Guernsey where applicable). “obligations of the directors of the company” or “you” are in reference to the obligations of the directors of the company.

The terms of this letter shall govern our engagement as auditor to each of the subsidiaries as though reference to the obligations of the company were to the obligations of the relevant subsidiary and references to the “obligations of the directors of the company” or “you” were to the obligations of the directors of the relevant subsidiary.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. In preparing these financial statements, you must:

- 1.2.1. select suitable accounting policies and then apply them consistently;
- 1.2.2. make judgements and accounting estimates that are reasonable and prudent;
- 1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business; and

You must also not approve these financial statements unless you are satisfied that they give a true and fair view.

Relevant legislation provides that there should be consistent application of the appropriate accounting standards for United Kingdom subsidiaries of a group, save where the directors of the parent company are of the opinion that there are good reasons for not doing so.

- 1.3. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.4. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.5. You are required to confirm in the directors' report that so far as you are aware, there is no relevant audit information of which we, as the company's auditors, are unaware and that you have taken all the steps that you ought to take as directors in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information. We are entitled to require from the company's officers and employees such other information and explanations as we think necessary for the performance of our duties as auditors.
- 1.6. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2 Our Responsibilities

2.1 We have a statutory responsibility to report to the members of the company whether in our opinion the financial statements:

- 2.1.1 give a true and fair view of the state of affairs of the group and parent company at the year end and of the profit or loss of the group company for the year then ended;
- 2.1.2 have been properly prepared in accordance with accounting standards; and
- 2.1.3 have been prepared in accordance with the requirements of the relevant legislation.

We also have a statutory responsibility to state in our report whether in our opinion the information given in the strategic report (if any) and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements and the strategic report (if any) and the directors' report have been prepared in accordance with applicable legal requirements. In light of our knowledge and understanding of the company and its environment obtained in the course of the audit, we will also report whether any material misstatements are identified in the strategic report (if any) and the directors' report. In addition, we have a statutory responsibility to report by exception if, in our opinion:

- 2.1.4 adequate accounting records have not been kept by the company, or returns adequate for our audit have not been received from branches not visited by us;
- 2.1.5 the company's financial statements are not in agreement with the accounting records and returns;
- 2.1.6 certain disclosures of directors' remuneration specified by law are not made;
- 2.1.7 we have not received all the information and explanations which we consider necessary for the purposes of our audit; and
- 2.1.8 you have prepared financial statements in accordance with the small companies' regime or have taken advantage of the small companies' exemptions in preparing your directors' report and from the requirement to prepare a strategic report and we are of the opinion that you were not entitled to do so.

If we have nothing to report in respect of the above matters we will include a statement in our report confirming this.

Where the financial statements do not disclose details of directors' benefits: remuneration, pensions and compensation for loss of office, the relevant legislation also requires us, so far as we are reasonably able to do so, to include a statement in our report giving the required particulars.

2.2 We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:

- 2.2.1 the departure is required in order for the financial statements to give a true and fair view; and
- 2.2.2 adequate disclosure has been made concerning the departure.
- 2.3 As noted above, our report will be made solely to the company's members, as a body, in accordance with relevant legislation. Our audit work will be undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.
- 2.4 The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
- 2.5 In the event that we cease to act as statutory auditors for the company we are required by relevant legislation to make available, if requested, all relevant information concerning the audit of the company to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory duty.
- 2.6 We also draw your attention to the requirements of relevant legislation in relation to auditor removal and resignation.

### 3 Scope of Audit

- 3.1 Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
- 3.2 As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:
  - 3.2.1 identify and assess the risks of material misstatement of the financial statements, whether due to

fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;

- 3.2.2 obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control;
- 3.2.3 evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors;
- 3.2.4 conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern;
- 3.2.5 evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
- 3.2.6 read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.

- 3.3 Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
- 3.4 We shall obtain an understanding of the accounting and internal control systems in order to assess their

adequacy as a basis for the preparation of the financial statements and to establish whether adequate accounting records have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.

- 3.5 The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 3.6 The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole. In connection with representations and the supply of information to us generally, we draw your attention the relevant legislation under which it is an offence for an officer or employee of the company to knowingly or recklessly make misleading, false or deceptive statements to auditors.
- 3.7 In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the chairman's statement, operating and financial review, the strategic report and the directors' report, which are due to be issued with the financial statements.

We are also entitled to attend all general meetings of the company and to receive notice of all such meetings, as well as to receive details of all written resolutions that are to be circulated to members.

- 3.8 The responsibility of safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 3.9 We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).

- 3.10 In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.
- 3.11 In accordance with auditing standards, as the group auditor we accept full responsibility for our opinion on the group's consolidated financial statements. Where applicable, in order to fulfil this responsibility, it will be necessary for us to carry out certain procedures on the work performed by auditors of those components where we have not been appointed and you agree that we may communicate with those component auditors without any further consent from you.
- 3.12 Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.
- 3.13 If we assist in preparing iXBRL-tagged financial statements for submission to HMRC with the company's tax return. We are not currently required by auditing standards to verify the iXBRL tagging or the underlying data as part of our statutory audit. The accuracy of this information remains your responsibility.

## 4 Communication

- 4.1 In order to promote effective two-way communication between us we set out below the expected form and timing of such communications.
- 4.1.1 we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;
- 4.1.2 if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm in writing the matters discussed and any agreed action; and
- 4.1.3 we will discuss any matters arising from the audit on completing the on-site work. We will confirm in writing the matters discussed and any agreed action.

The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 5 Limitation of Liability

- 5.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to act as auditor for [name of charitable company] (the company) and the respective areas of responsibility of the trustees and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of charitable company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices and the Statement of Recommended Practice (SORP): Accounting and Reporting by Charities.

“the relevant legislation” means the Charities Act 2011, the Companies Act 2006 and related statutory instruments.

“obligations of trustees of the company” or “you” are in reference to the obligations of the trustees of the charitable company who are also trustees of the company for the purposes of the Charities Act.

### 1 Your Responsibilities

- 1.1 In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.

1.2 In preparing these financial statements, you must:

- 1.2.1 select suitable accounting policies and then apply them consistently;
- 1.2.2 make judgements and accounting estimates that are reasonable and prudent;
- 1.2.3 prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business; and

You must also not approve these financial statements unless you are satisfied that they give a true and fair view.

- 1.3 As trustees you have a duty under relevant legislation to prepare a trustees' report and also an annual report for each financial year, complying in its form and content with regulations made under the Charities Act 2011. You should also have regard to the Statement of Recommended Practice (SORP) 'Accounting and Reporting by Charities', and issued by the joint SORP-making body, and any subsequent amendments or variations to this statement.
- 1.4 You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.5 You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all trustees and management meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.6 You are required to confirm in the trustees report that so far as you are aware, there is no relevant audit information of which we, as the company's auditors, are unaware and that you have taken all the steps that you ought to take as trustees in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information. We are entitled to require from the company's officers and employees such other information and explanations as we think necessary for the performance of our duties as auditors.
- 1.7 Where financial information is to be published, which includes a report by us or is otherwise connected to us, by electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your

responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. We accept no responsibility for changes made to such information after it is first posted.

## 2 Our Responsibilities

2.1 We have a statutory responsibility to report to the trustees whether in our opinion the financial statements:

- 2.1.1 give a true and fair view of the state of affairs of the company at the year end and of the incoming resources and application of resources, including its income and expenditure, for the year then ended;
- 2.1.2 have been properly prepared in accordance with accounting standards; and
- 2.1.3 have been prepared in accordance with the requirements of the relevant legislation.

We also have a statutory responsibility to state in our report whether in our opinion the information given in the trustees' report for the financial year for which the financial statements are prepared is consistent with the financial statements and the trustees' report has been prepared in accordance with applicable legal requirements. In light of our knowledge and understanding of the company and its environment obtained in the course of the audit, we will also report whether any material misstatements are identified in the trustee' report. In addition, we have a statutory responsibility to report by exception if, in our opinion:

- 2.1.4 adequate accounting records have not been kept by the company, or returns adequate for our audit have not been received from branches not visited by us;
- 2.1.5 the company's financial statements are not in agreement with the accounting records and returns;
- 2.1.6 certain disclosures of trustees' remuneration specified by law are not made;
- 2.1.7 we have not received all the information and explanations which we consider necessary for the purposes of our audit; and
- 2.1.8 you have prepared financial statements in accordance with the small companies' regime or have taken advantage of the small companies' exemptions in preparing your trustees' report and from the requirement to prepare a strategic report and we are of the opinion that you were not entitled to do so.

If we have nothing to report in respect of the above matters we will include a statement in our report confirming this.

Where the financial statements do not disclose details of trustees' benefits: remuneration, pensions and compensation for loss of office, the relevant legislation also requires us, so far as we are reasonably able to do so, to include a statement in our report giving the required particulars.

- 2.2 We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:
- 2.2.1 the departure is required in order for the financial statements to give a true and fair view; and
  - 2.2.2 adequate disclosure has been made concerning the departure.
- 2.3 As noted above, our report will be made solely to the company's trustees, as a body, in accordance with relevant legislation. Our audit work will be undertaken so that we might state to the company's trustees those matters we are required to state to them in an auditor's report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's trustees as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.
- 2.4 Under the Charities (Accounts and Reports) Regulations 2008 you are required to report as to whether you have given consideration to the major risks to which the charitable company is exposed, and to the systems designed to manage those risks. We are not required to form an opinion on the effectiveness of the risk management and control procedures.
- 2.5 We have a statutory duty to report to the Charity Commission under the Charities Act 2011 such matters (concerning the activities or affairs of the charitable company or any connected institution or body corporate) of which we become aware during the course of our audit which are (or are likely to be) of material significance to the Charity Commission in the exercise of their powers of inquiry into, or acting for the protection of, charities.
- 2.6 The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
- 2.7 In the event that we cease to act as statutory auditors for the company we are required by relevant legislation to make available, if requested, all relevant information concerning the audit of the company to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory duty.

- 2.8 We also draw your attention to the requirements of relevant legislation in relation to auditor removal and resignation.

### 3 Scope of Audit

3.1 Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

3.2 As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- 3.2.1 identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- 3.2.2 obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control;
- 3.2.3 evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees;
- 3.2.4 conclude on the appropriateness of the trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern;
- 3.2.5 evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and

events in a manner that achieves fair presentation; and

- 3.2.6 read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.

- 3.3 Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
- 3.4 We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether adequate accounting records have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
- 3.5 The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 3.6 The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole. In connection with representations and the supply of information to us generally, we draw your attention to the relevant

legislation under which it is an offence for an officer or employee of the company to knowingly or recklessly make misleading, false or deceptive statements to auditors.

- 3.7 In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the trustees' report, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings, as well as to receive details of all written resolutions that are to be circulated to members.
- 3.8 The responsibility of safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 3.9 We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- 3.10 In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.
- 3.11 Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.
- 3.12 If we assist in preparing iXBRL-tagged financial statements for submission to HMRC with the company's tax return. We are not currently required by auditing standards to verify the iXBRL tagging or the underlying data as part of our statutory audit. The accuracy of this information remains your responsibility.

## 4 Communication

- 4.1 In order to promote effective two-way communication between us we set out below the expected form and timing of such communications.
- 4.1.1 we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;
- 4.1.2 if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm

in writing the matters discussed and any agreed action; and

- 4.1.3 we will discuss any matters arising from the audit on completing the on-site work. We will confirm in writing the matters discussed and any agreed action.

The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 5 Limitation of Liability

- 5.1 The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF COMPANY STATUTORY FINANCIAL STATEMENTS OF A FCA REGULATED FIRM

The purpose of this schedule is to set out the basis on which we are to act as auditor for (the company) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments or the Companies Act 2006 and related statutory instruments (Including for Jersey/Guernsey where applicable).

“obligations of the directors of the company” or “you” are in reference to the obligations of the directors of the company.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. In preparing these financial statements, you must:
  - 1.2.1. select suitable accounting policies and then apply them consistently;
  - 1.2.2. make judgements and accounting estimates that are reasonable and prudent;
  - 1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume

that the company will continue in business; and

- 1.2.4. state whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements.
- 1.3. You must also not approve these financial statements unless you are satisfied that they give a true and fair view.
- 1.4. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.5. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.6. You are required to confirm in the directors' report that so far as you are aware, there is no relevant audit information of which we, as the company's auditors, are unaware and that you have taken all the steps that you ought to take as directors in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information. We are entitled to require from the company's officers and employees such other information and explanations as we think necessary for the performance of our duties as auditors.
- 1.7. The primary responsibility for keeping the FCA informed about the affairs of the business rests with you. You are also responsible for ensuring that you comply fully with the requirements of the Financial Services and Markets Act 2000, as amended by the Financial Services Act 2012. You undertake to disclose to us fully all correspondence with the Financial Conduct Authority (FCA) (and formerly with the Financial Services Authority), all complaints records and internal and/or external compliance visits and any other information in your possession.
- 1.8. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

2.1. We have a statutory responsibility to report to the members of the company whether in our opinion the financial statements:

- 2.1.1. give a true and fair view of the state of affairs of the company at the year end and of the profit or loss of the company for the year then ended;
- 2.1.2. have been properly prepared in accordance with accounting standards; and
- 2.1.3. have been prepared in accordance with the requirements of the relevant legislation.

We also have a statutory responsibility to state in our report whether in our opinion the information given in the strategic report (if any) and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements and the strategic report (if any) and the directors' report have been prepared in accordance with applicable legal requirements. In light of our knowledge and understanding of the company and its environment obtained in the course of the audit, we will also report whether any material misstatements are identified in the strategic report (if any) and the directors' report. In addition, we have a statutory responsibility to report by exception if, in our opinion:

- 2.1.4. adequate accounting records have not been kept by the company, or returns adequate for our audit have not been received from branches not visited by us;
- 2.1.5. the company's financial statements are not in agreement with the accounting records and returns;
- 2.1.6. certain disclosures of directors' remuneration specified by law are not made; and
- 2.1.7. we have not received all the information and explanations which we consider necessary for the purposes of our audit.

If we have nothing to report in respect of the above matters we will include a statement in our report confirming this.

Where the financial statements do not disclose details of directors' benefits: remuneration, pensions and compensation for loss of office, the relevant legislation also requires us, so far as we are reasonably able to do so, to include a statement in our report giving the required particulars.

2.2. We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:

- 2.2.1. the departure is required in order for the financial statements to give a true and fair view; and

- 2.2.2. adequate disclosure has been made concerning the departure.
- 2.3. As noted above, our report will be made solely to the company's members, as a body, in accordance with relevant legislation. Our audit work will be undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.
- 2.4. The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
- 2.5. In the event that we cease to act as statutory auditors for the company we are required by relevant legislation to make available, if requested, all relevant information concerning the audit of the company to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory duty.
- 2.6. We also draw your attention to the requirements of relevant legislation in relation to auditor removal and resignation.

### 3. Responsibilities to the FCA

- 3.1. Under the Financial Services and Markets Act 2000 (Communications by Auditors) Regulations 2001 we have both a right and a duty to report on any circumstances in which we have reasonable cause to believe that the matter is likely to be of material significance for determining whether:
- 3.1.1. a person is a fit and proper person to carry on regulated business; or
  - 3.1.2. disciplinary action should be taken, or powers of intervention exercised, in order to protect investors from significant risk or loss; or
  - 3.1.3. there are any other circumstances which would be relevant to the functions of the Secretary of State.

Such reports must be made in writing direct to the FCA and may be without your knowledge or consent. By virtue of the Financial Services and Markets Act 2000 (Communications by Auditors) Regulation 2001, our duty of confidentiality is not contravened by reason of such communication in good faith.

- 3.2. We have a duty to provide further information or verification if requested to do so by the FCA and to assist and co-operate with any other auditor or specialist person appointed under the FCA's rules by the FCA or by yourselves at the direction of the FCA.
- 3.3. If, to our knowledge, we become disqualified or ineligible to act as auditors of the company in accordance with the FCA's rules, we shall forthwith resign office and notify you and the FCA in writing that we have vacated by reason of disqualification or ineligibility.
- 3.4. If we resign or are removed from office or are not reappointed at the end of our term of office, we shall prepare a statement to the effect that there are no circumstances with our ceasing to hold office which we consider should be brought to the FCA's attention, or a statement specifying all such circumstances.

#### 4. Scope of Audit

- 4.1. Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
- 4.2. As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:
  - 4.2.1. identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
  - 4.2.2. obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control;
  - 4.2.3. evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors;
  - 4.2.4. conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to

continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern;

- 4.2.5. evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.

- 4.3. Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
- 4.4. We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether adequate accounting records have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
- 4.5. The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 4.6. The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral

representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole. In connection with representations and the supply of information to us generally, we draw your attention to the relevant legislation under which it is an offence for an officer or employee of the company to knowingly or recklessly make misleading, false or deceptive statements to auditors.

- 4.7. In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the chairman's statement, operating and financial review, the strategic report and the directors' report, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings, as well as to receive details of all written resolutions that are to be circulated to members.
- 4.8. The responsibility of safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 4.9. We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- 4.10. In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.
- 4.11. Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.
- 4.12. If we assist in preparing iXBRL-tagged financial statements for submission to HMRC with the company's tax return. We are not currently required by auditing standards to verify the iXBRL tagging or the underlying data as part of our statutory audit. The accuracy of this information remains your responsibility.

## 5. Communication

- 5.1. In order to promote effective two-way communication between us we set out below the expected

form and timing of such communications.

- 5.1.1. we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;
- 5.1.2. if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm in writing the matters discussed and any agreed action; and
- 5.1.3. we will discuss any matters arising from the audit on completing the on-site work. We will confirm in writing the matters discussed and any agreed action.

The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 6. Limitation of Liability

The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF LIMITED LIABILITY PARTNERSHIP STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to act as auditor for (the limited liability partnership or the LLP) and the respective areas of responsibility of the members and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the limited liability partnership”, “LLP”, “you” and “your” means [name of LLP].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 as applied by The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008) and related statutory instruments.

“obligations of the members of the LLP” or “you” are in reference to the obligations of the members of the LLP.

### 1 Your Responsibilities

1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the LLP’s transactions and disclose with reasonable accuracy at any time the financial position of the LLP and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.

1.2. In preparing these financial statements, you must:

- 1.2.1. select suitable accounting policies and then apply them consistently;
- 1.2.2. make judgements and accounting estimates that are reasonable and prudent;
- 1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the partnership will continue in business; and

You must also not approve these financial statements unless you are satisfied that they give a true and fair view.

- 1.3. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the LLP, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.4. You must make available to us, as and when required, all the LLP's accounting records and all other relevant records and related information, including minutes of all management and members' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the LLP from whom we determine it is necessary to obtain audit evidence.
- 1.5. You are required to confirm that as members, that so far as you are aware, there is no relevant audit information of which we, as the LLP's auditors, are unaware and that you have taken all the steps that you ought to take as members in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information. We are entitled to require from the LLP's officers and employees such other information and explanations as we think necessary for the performance of our duties as auditors.
- 1.6. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the LLP's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the LLP's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. We have a statutory responsibility to report to the members of the LLP whether in our opinion the financial statements:
  - 2.1.1. give a true and fair view of the state of affairs of the LLP's affairs at the year end and of the profit or loss for the year then ended;
  - 2.1.2. have been properly prepared in accordance with accounting standards; and
  - 2.1.3. have been prepared in accordance with the requirements of the relevant legislation.

We also have a statutory responsibility to state in our report whether in our opinion the other

information given for the financial year for which the financial statements are prepared is consistent with the financial statements and has been prepared in accordance with applicable legal requirements. In light of our knowledge and understanding of the LLP and its environment obtained in the course of the audit, we will also report whether any material misstatements are identified in the other information. In addition, we have a statutory responsibility to report by exception if, in our opinion:

- 2.1.4. adequate accounting records have not been kept by the LLP, or returns adequate for our audit have not been received from branches not visited by us;
  - 2.1.5. the LLP's financial statements are not in agreement with the accounting records and returns;
  - 2.1.6. we have not received all the information and explanations which we consider necessary for the purposes of our audit; and
  - 2.1.7. you have prepared financial statements in accordance with the small limited liability partnerships regime and we are of the opinion that you were not entitled to do so.
- 2.2. If we have nothing to report in respect of the above matters we will include a statement in our report confirming this.
- 2.3. We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:
- 2.3.1. the departure is required in order for the financial statements to give a true and fair view; and
  - 2.3.2. adequate disclosure has been made concerning the departure.
- 2.4. As noted above, our report will be made solely to the LLP's members, as a body, in accordance with relevant legislation. Our audit work will be undertaken so that we might state to the LLP's members those matters we are required to state to them in an auditor's report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the LLP and the LLP's members as a body, for our audit
- 2.4.1. work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.
- 2.5. The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.

- 2.6. In the event that we cease to act as statutory auditors for the LLP we are required by relevant legislation to make available, if requested, all relevant information concerning the audit of the LLP to our successors as statutory auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our statutory duty.
- 2.7. We also draw your attention to the requirements of relevant legislation in relation to auditor removal and resignation.

### 3. Scope of Audit

- 3.1. Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
- 3.2. As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:
- 3.2.1. identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
  - 3.2.2. obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the LLP's internal control;
  - 3.2.3. evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the members;

- 3.2.4. conclude on the appropriateness of the members' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the LLP's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the LLP to cease to continue as a going concern;
  - 3.2.5. evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
  - 3.2.6. read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.
- 3.3. We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.
  - 3.4. Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
  - 3.5. We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether adequate accounting records have been maintained by the LLP. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
  - 3.6. The nature and extent of our procedures will vary according to our assessment of the LLP's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the LLP's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the LLP in mind and that we accept no duty or responsibility to any other party as concerns the reports.

- 3.7. The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole. In connection with representations and the supply of information to us generally, we draw your attention to the relevant legislation under which it is an offence for a member or employee of the LLP to knowingly or recklessly make misleading, false or deceptive statements to auditors.
- 3.8. In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the LLP and to receive notice of all such meetings, as well as to receive details of all written resolutions that are to be circulated to members.
- 3.9. The responsibility of safeguarding the assets of the LLP and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 3.10. We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- 3.11. In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.
- 3.12. Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.

#### 4. Communication

- 4.1. In order to promote effective two-way communication between us we set out below the expected form and timing of such communications.

- 4.1.1. we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;
  - 4.1.2. if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm in writing the matters discussed and any agreed action; and
  - 4.1.3. we will discuss any matters arising from the audit on completing the on-site work. We will confirm in writing the matters discussed and any agreed action.
- 4.2. The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 5. Limitation of Liability

- 5.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: AUDIT OF PENSION SCHEME STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to act as auditor for (the Scheme) and the respective areas of responsibility of the trustees and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the scheme”, “you” and “your” means [name of pension scheme].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices and the Statement of Recommended Practice (SORP): Financial Reports of Pension Schemes.

“the relevant legislation” means the Pensions Act 1995 and the Occupational Pension Schemes (Scheme Administration) Regulations 1996 (“Scheme Administration Regulations”).

“obligations of trustees of the scheme” or “you” are in reference to the obligations of the trustees of the Scheme for the purpose of the Pensions Act.

### 1. Your Responsibilities

- 1.1.** As trustees of the Scheme you are responsible for maintaining adequate accounting records and an appropriate system of internal control. You are also responsible for ensuring that the Scheme
- 1.1.1. prepares financial statements in accordance with United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice) which:
  - 1.1.2. show a true and fair view of the financial transactions of the Scheme during the scheme year and of the amount and disposition at the end of the scheme year of its assets and liabilities, other than liabilities to pay pensions and benefits after the end of the scheme year; and
  - 1.1.3. contain the information specified in Regulation 3A of the Occupational Pension Schemes (Requirement to obtain Audited Accounts and a Statement from the Auditor) Regulations 1996, including making a statement whether the financial statements have been prepared in accordance with the relevant financial reporting framework applicable to occupational pension schemes.

- 1.2. In discharging the above responsibilities, you are responsible for selecting suitable accounting policies, to be applied consistently, making any estimates and judgements on a prudent and reasonable basis, and for the preparation of the financial statements on a going concern basis unless it is inappropriate to presume that the Scheme will not be wound up. You are also responsible for making available certain other information about the Scheme in the form of an annual report.
- 1.3. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error. Additionally, you are also responsible for safeguarding the assets of the Scheme, complying with laws and regulations and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.4. You are responsible for making available to us, as and when required, all the Scheme's accounting records and all other relevant records and related information, including minutes of all trustees' and management meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to any persons from whom we determine it is necessary to obtain audit evidence.
  - 1.4.1. Where you as trustees have delegated functions to third parties such as a scheme administrator, investment manager, investment custodian, sponsoring employer or a scheme actuary you agree to allow us access, through you, to those third parties and for them to pass information to us where necessary for the purposes of our audit.
  - 1.4.2. In view of the importance of the Scheme actuary's work in relation to the annual report, you agree to allow us to communicate direct with the Scheme actuary regarding the affairs of the Scheme where we consider this necessary for the purposes of our audit.
- 1.5. Sponsoring employers and their auditors also have statutory obligations to disclose information to both you as trustees and ourselves. Regulations made under the Pensions Act 1995 and the Occupational Pension Schemes (Scheme Administration) Regulations 1996 ("Scheme Administration Regulations") require any sponsoring employer to notify the trustees of events relating to the employer which they believe to be of material significance to the trustees, managers or professional advisers. You hereby undertake to notify us of matters which may be relevant to the financial affairs of the Scheme which have been notified to you by the sponsoring employers or have otherwise come to your attention.

#### **Auditor's statement about contributions**

- 1.6. The trustees of the Scheme are responsible for ensuring that there is prepared, maintained and from time to time reviewed, and if necessary revised, a Schedule of Contributions ("the Schedule") showing the rates of

contributions payable to the Scheme by, or on behalf of, the employer and the active members of the Scheme and the dates on or before which such contributions are to be paid.

- 1.7. The trustees are also responsible for obtaining an auditor's statement about contributions.

## 2. Our Responsibilities

- 2.1. We have a statutory responsibility to report to the trustees whether in our opinion the financial statements:

- 2.1.1. show a true and fair view of the financial transactions of the Scheme during the scheme year, and of the amount and disposition at the year-end of its assets and liabilities, other than liabilities to pay pensions and benefits after the end of the scheme year;
- 2.1.2. have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- 2.1.3. contain the information specified in Regulation 3A of the Occupational Pension Schemes (Requirement to obtain Audited Accounts and a Statement from the Auditor) Regulations 1996, made under the Pensions Act 1995.

- 2.2. We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider whether:

- 2.2.1. the departure is required in order for the financial statements to give a true and fair view; and
- 2.2.2. adequate disclosure has been made concerning the departure.

- 2.3. As noted above, our report will be made solely to the Scheme's trustees, as a body, in accordance with Regulation 3 of the Occupational Pension Schemes (Requirement to obtain Audited Accounts and a Statement from the Auditor) Regulations 1996, made under the Pensions Act 1995. Our audit work will be undertaken so that we might state to the Scheme's trustees those matters we are required to state to them in an auditor's report and for no other purpose. In those circumstances, to the fullest extent permitted by law, we will not accept or assume responsibility to

- 2.3.1. anyone other than the Scheme's trustees as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.

- 2.4. We confirm that we are a Statutory Auditor, eligible to conduct audits under the Scheme Administration Regulations. We confirm that we will notify you immediately if we become aware of the existence of any conflict of interest to which we are subject in relation to the Scheme.

- 2.5. The provision of audit services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, partners and staff in audit firms have to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal audit work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
- 2.6. As auditors appointed under the Pensions Act 1995 we have and shall have a statutory responsibility to report to the trustees on whether in our opinion the contributions payable to the Scheme have been made, in all material respects, at least in accordance with the Schedule ("our Statement"). In arriving at our opinion, we shall be required to consider whether we have obtained all the information and explanations which we consider necessary for the purposes of our work.
- 2.7. Our work will include examination, on a test basis, of evidence relevant to the amounts of contributions payable to the Scheme and the timing of those payments. Our work in relation to our Statement will be separate from the audit of the Scheme. We will plan and perform our work so as to obtain all the information and explanations which we consider necessary in order to give reasonable assurance that contributions paid to the Scheme under the Schedule have been paid, in all material respects, at least in accordance with that Schedule.
- 2.8. As noted above, our Statement will be made solely to the Scheme's trustees, as a body in accordance with Regulation 4 of The Occupational Pension Schemes (Requirement to obtain Audited Accounts and a Statement from the Auditor) Regulations 1996. Our work will be undertaken so that we might state to the Scheme's trustees those matters we are required to state to them in an Auditor's Statement about Contributions and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Scheme's trustees as a body, for our work, for this Statement, or for the opinions we have formed.

## Reporting to the Pensions Regulator

- 2.9. We have a statutory duty under section 70 of the Pensions Act 2004 to report to The Pensions Regulator ("TPR") if we have reasonable cause to believe that there is, or has been, some failure to comply with any duty relevant to the administration of the Scheme imposed by any enactment or rule of law on the trustees or managers, the employer, any professional adviser or any prescribed person acting in connection with the Scheme and that the failure to comply is likely to be of material significance to TPR. We may have to make this report without your knowledge and consent and we cannot undertake to you to fetter this discretion in any manner.
- 2.10. Section 70 does not require us to undertake work for the sole purpose of identifying breaches likely to be of material significance to TPR. We shall fulfil our duty under this section in accordance
- 2.10.1. with the requirements and guidance published by the Financial Reporting Council. In considering the need to make a report, we may decide to consult the Scheme actuary or other Scheme advisers. You hereby authorise us to communicate direct with the Scheme actuary or other Scheme advisers.

### 3. Scope of Audit

- 3.1. Our audit will be conducted in accordance with the International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Those standards require that we plan and perform our audit in order to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
- 3.2. As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:
- 3.2.1. identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
  - 3.2.2. obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Scheme's internal control;
  - 3.2.3. evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees;
  - 3.2.4. conclude on the appropriateness of the trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Scheme's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Scheme to cease to continue as a going concern;
  - 3.2.5. evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and

- 3.2.6. read all financial and non-financial information (other information) included in the annual report other than the financial statements and identify whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the audit, or otherwise appears materially misstated. You are responsible for the preparation of the other information and where, based on the work we have performed, we conclude that there is a material misstatement in this other information, we are required to report this.
- 3.3. We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also communicate key audit matters in our auditor's report where applicable.
- 3.4. Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of an audit from year to year. Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as circumstances dictate.
- 3.5. The nature and extent of our procedures will vary according to our assessment of the Scheme's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the Scheme's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the Scheme's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the Scheme in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 3.6. The information used by you in preparing the financial statements will invariably include facts or judgements which are not themselves recorded in the accounting records. As part of our normal audit procedures, we will ask you to provide written confirmation each year of such facts or judgements and any other oral representations that we have received from you during the course of the audit on matters having a material effect on the financial statements. In particular, where we bring misstatements in the financial statements to your attention that are not adjusted, we shall require written representation as to whether you believe the effects of the uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole.
- 3.7. In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the trustees' report, the actuarial statements, summary of contributions, the compliance statement and the investment report.
- 3.8. The responsibility of safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with yourselves. However, we shall plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial

statements or accounting records (including those resulting from fraud, error or non-compliance with laws and regulations), but our examination should not be relied

3.8.1. upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.

3.9. We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting and other services).

3.10. In respect of the expected form and content of our report, we refer you to the most recent bulletin on auditor's reports published by the Financial Reporting Council at [www.frc.org.uk](http://www.frc.org.uk). The form and content of our report may need to be amended in the light of our findings.

3.11. Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date the financial statements are sent out in accordance with relevant legislation which may affect the financial statements.

## 4. Communication

4.1. In order to promote effective two-way communication between us we set out below the expected form and timing of such communications.

4.1.1. we shall contact you prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action;

4.1.2. if required, we will discuss the forthcoming audit prior to the expected start date. We will confirm in writing the matters discussed and any agreed action; and

4.1.3. we will discuss any matters arising from the audit on completing the audit work. We will confirm in writing the matters discussed and any agreed action.

4.2. The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.

## 5. Termination of appointment

5.1. Our appointment as Scheme auditor may only be terminated, by you or by us, by notice in writing. The notice shall state the date with effect from which the appointment terminates. In the case of a notice of resignation given by us, the notice shall contain either:

5.1.1. a statement specifying any circumstances connected with our resignation which, in our opinion,

significantly affect the interests of the members or prospective members of, or beneficiaries under, the Scheme; or

5.1.2. a declaration that we know of no such circumstances.

5.2. In the case of a notice of termination given by you, we shall provide you with the aforementioned statement or declaration within 14 days of our receiving the written notice of

5.2.1. termination of our appointment. You are required by the Scheme Administration Regulations to provide a copy of the statement or declaration to our successors or proposed successors as Scheme auditors.

## 6. Limitation of Liability

6.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set the basis on which we are to compile and audit the statutory financial statements for (the company) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, this engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company] .

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments.

“obligations of the directors of the company” or “you” are to the obligations of the directors of the company.

You have instructed us to prepare abridged accounts under The Small Companies and Groups (Accounts and Directors’ Report) Regulations 2008 as amended by The Small Companies, Partnerships and Groups (Accounts and Reports) Regulations 2015. Your responsibilities as directors are to obtain the necessary consents and ensure the required statement is delivered to the Registrar.

### 1 Your Responsibilities

- 1.1. Your responsibilities as directors of the company are set in our Schedule of Professional Services: Audit of Company Statutory Financial Statements.
- 1.2. Your staff will be responsible for:
  - 1.1.1. keeping the record of receipts and payments;
  - 1.1.2. reconciling the balances monthly with the bank statements;

- 1.1.3. keeping posted and balanced the purchase and sales ledgers;
- 1.1.4. preparing a detailed list of ledger balances
- 1.3. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.4. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2 Our Responsibilities

- 2.1. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.2. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.
- 2.3. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.
- 2.4. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies; and investigating irregularities and fraud upon receiving specific instructions.

- 2.5. Our responsibilities as auditors of the company are set out in our Schedule of Professional Services: Audit of Company Statutory Financial Statements.

### **3 Limitation of Liability**

- 3.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to compile the statutory financial statements for (the company) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments.

“obligations of the directors of the company” or “you” are to the obligations of the directors of the company.

You have instructed us to prepare abridged accounts under The Small Companies and Groups (Accounts and Directors’ Report) Regulations 2008 as amended by The Small Companies, Partnerships and Groups (Accounts and Reports) Regulations 2015. Your responsibilities as directors are to obtain the necessary consents and ensure the required statement is delivered to the Registrar.

### 1. Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. In preparing these financial statements, you must:
  - 1.2.1. select suitable accounting policies and then apply them consistently;

- 1.2.2. make judgements and accounting estimates that are reasonable and prudent;
- 1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business; and
- 1.3. You must also not approve these financial statements unless you are satisfied that they give a true and fair view.
- 1.4. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.5. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request.
- 1.6. You are also responsible for determining whether, in respect of the year, the company meets the conditions for exemption from an audit of the financial statements set out in the relevant legislation and for determining whether, in respect of the year, the exemption is not available for any reason.
- 1.7. Your staff will be responsible for:
  - 1.7.1. keeping the record of receipts and payments;
  - 1.7.2. reconciling the balances monthly with the bank statements;
  - 1.7.3. keeping posted and balanced the purchase and sales ledgers;
  - 1.7.4. preparing a detailed list of ledger balances; and
- 1.8. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place

- 1.8.1. to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. As the company is totally exempt from audit, we have no statutory responsibilities to the company at all. Our only responsibilities arise from those specifically agreed upon between us in respect of other professional services.
- 2.2. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.3. We shall plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. In carrying out our engagement we will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that maybe required for assurance engagements such as audits or reviews.
- 2.4. You have advised us that the company is exempt from an audit of the financial statements. We will not check whether this is the case. However, should our work indicate that the company is not entitled to the exemption, we will inform you of this.
- 2.5. Our work will not be an audit of the financial statements in accordance with the International Standards on Auditing (UK). Consequently, our work will not provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error and cannot be relied on to identify weaknesses in internal controls.
- 2.6. Since we will not carry out an audit, nor confirm in any way the accuracy or reasonableness of the accounting records maintained by the company, we are unable to provide any assurance as to whether the financial statements that we prepare from those records present a true and fair view. We will, however, advise you on whether your records are adequate for the preparation of financial statements and recommend improvements.
- 2.7. We have a professional duty to compile financial statements that conform with the accounting standards from the accounting records and information and explanations given to us. Furthermore, as directors, you have a duty to prepare financial statements that comply with the relevant legislation and the accounting standards. Where we identify that the financial statements do not conform to the accounting standards or if the accounting policies adopted are not immediately apparent, this will need to be disclosed

in the financial statements.

- 2.8. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.
- 2.9. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.

### **3. Form of the Accountant's Report**

- 3.1. We shall report to the Board of Directors, with any modifications that we consider maybe necessary, that in accordance with this engagement letter and in order to assist you to fulfil your responsibilities, we have compiled, without carrying out an audit, the financial statements from the accounting records of the company and from the information and explanations supplied to us. To the fullest extent permitted by law we do not accept or assume responsibility to anyone other than the company and the company's Board of Directors, as a body, for the work or for this report.
- 3.2. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies; and investigating irregularities and fraud upon receiving specific instructions.

### **4. Limitation of Liability**

- 4.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED GROUP OF COMPANIES STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set the basis on which we are to compile and audit the statutory financial statements for (the company) and compile and audit the statutory financial statements of its subsidiary undertakings as set out below (the subsidiaries) (together, the group) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, this engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“the subsidiaries” means [name of subsidiaries].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments.

“obligations of the directors of the company” or “you” are to the obligations of the directors of the company.

The terms of this letter shall govern our engagement to each of the subsidiaries as though reference to the obligations of the company were to the obligations of the relevant subsidiary and references to the “obligations of the directors of the company” or “you” were to the obligations of the directors of the relevant subsidiary.

You have instructed us to prepare abridged accounts under The Small Companies and Groups (Accounts and Directors’ Report) Regulations 2008 as amended by The Small Companies, Partnerships and Groups (Accounts and Reports) Regulations 2015. Your responsibilities as directors are to obtain the necessary consents and ensure the required statement is delivered to the Registrar.

### 1 Your Responsibilities

- 1.1. Your responsibilities as directors of the company are set in our Schedule of Professional Services: Audit of Group of Companies Statutory Financial Statements.

1.2. Your staff will be responsible for:

- 1.2.1. keeping the record of receipts and payments;
  - 1.2.2. reconciling the balances monthly with the bank statements;
  - 1.2.3. keeping posted and balanced the purchase and sales ledgers;
  - 1.2.4. preparing a detailed list of ledger balances; and
  - 1.2.5. [preparing details of the annual stocktaking suitably priced and extended.]
- 1.3. You must make available to us, as and when required, all the company's accounting records and all other relevant records and related information, including minutes of all directors', management and shareholders' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.
- 1.4. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place
- 1.4.1. to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carryout ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.2. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate

are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.

- 2.3. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.
- 2.4. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies; and investigating irregularities and fraud upon receiving specific instructions.
- 2.5. Our responsibilities as auditors of the company are set out in our Schedule of Professional Services: Audit of Group of Companies Statutory Financial Statements.

### **3. Limitation of Liability**

- 3.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED LIMITED LIABILITY PARTNERSHIP STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set the basis on which we are to compile and audit the statutory financial statements for (the limited liability partnership or the LLP) and the respective areas of responsibility of the members and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, this engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the limited liability partnership”, “the LLP”, “you” and “your” means [name of LLP].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 as applied by The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008) and related statutory instruments.

“obligations of the members of the LLP” or “you” are in reference to the obligations of the members of the LLP.

You have instructed us to prepare abridged accounts under The Small Limited Liability Partnerships (Accounts) Regulations 2008 as amended by The Limited Liability Partnerships, Partnerships and Groups (Accounts and Audit) Regulations 2016. Your responsibilities as members are to obtain the necessary consents and ensure the required statement is delivered to the Registrar.

### 1 Your Responsibilities

- 1.1. Your responsibilities as members of the LLP are set out in our Schedule of Professional Services: Audit of an LLP Statutory Financial Statements.
- 1.2. Your staff will be responsible for:
  - 1.2.1. keeping the record of receipts and payments;
  - 1.2.2. reconciling the balances monthly with the bank statements;

- 1.2.3. keeping posted and balanced the purchase and sales ledgers;
  - 1.2.4. preparing a detailed list of ledger balances; and
  - 1.2.5. [preparing details of the annual stocktaking suitability priced and extended].
- 1.3. You must make available to us, as and when required, all the LLP's accounting records and all other relevant records and related information, including minutes of all management and members' meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the LLP from whom we determine it is necessary to obtain audit evidence.
- 1.3.1. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the LLP's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the LLP's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.2. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.
- 2.3. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.
- 2.4. We will also carry out the following services as your agents on the basis that you will make full disclosure

to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar; and investigating irregularities and fraud upon receiving specific instructions.

2.5. Our responsibilities as auditors of the LLP are set out in our Schedule of Professional Services: Audit of an LLP Statutory Financial Statements.

### 3. Limitation of Liability

3.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED LIMITED LIABILITY PARTNERSHIP FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to compile the statutory financial statements for (the Limited Liability Partnership or the LLP) and the respective areas of responsibility of the members and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the limited liability partnership”, “the LLP”, “you” and “your” means [name of LLP].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices including the Statement of Recommended Practice: Accounting by Limited Liability Partnerships or International Financial Reporting Standards.

“the relevant legislation” means the Companies Act 2006 as applied by The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 and related statutory instruments.

“obligations of the members of the LLP” or “you” are to the obligations of the members of the LLP.

You have instructed us to prepare abridged accounts under The Small Limited Liability Partnerships (Accounts) Regulations 2008 as amended by The Limited Liability Partnerships, Partnerships and Groups (Accounts and Audit) Regulations 2016. Your responsibilities as members are to obtain the necessary consents and ensure the required statement is delivered to the Registrar.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the LLP’s transactions and disclose with reasonable accuracy at any time the financial position of the LLP and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. In preparing these financial statements, you must:
  - 1.2.1. select suitable accounting policies and then apply them consistently;

1.2.2. make judgements and accounting estimates that are reasonable and prudent;

1.2.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the LLP will continue in business; and

You must also not approve these financial statements unless you are satisfied that they give a true and fair view.

- 1.3. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the LLP, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.4. You must make available to us, as and when required, all the LLP's accounting records and all other relevant records and related information, including minutes of all management and members' meetings that we need to do our work, and additional information that we may request.
- 1.5. You are responsible for determining whether, in respect of the year, the LLP meets the conditions for exemption from an audit of the financial statements set out in the relevant legislation and for determining whether, in respect of the year, the exemption is not available for any reason.
- 1.6. You are also responsible for ensuring that the limited liability partnership complies with the laws and regulations that apply to its activities, and for preventing non-compliance and for detecting any that occurs.
- 1.7. Your staff will be responsible for:
- 1.7.1. keeping the record of receipts and payments;
  - 1.7.2. reconciling the balances monthly with the bank statements;
  - 1.7.3. keeping posted and balanced the purchase and sales ledgers;
  - 1.7.4. preparing a detailed list of ledger balances; and
- 1.8. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the LLP's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carryout ongoing reviews of the

information after it is first published. The maintenance and integrity of the LLP's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. As the LLP is totally exempt from audit, we have no statutory responsibilities to the LLP at all. Our only responsibilities arise from those specifically agreed upon between us in respect of other professional services.
- 2.2. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.3. We shall plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. In carrying out our engagement we will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that maybe required for assurance engagements such as audits or reviews.
- 2.4. You have advised us that the LLP is exempt from an audit of the financial statements. We will not check whether this is the case. However, should our work indicate that the LLP is not entitled to the exemption, we will inform you of this.
- 2.5. Our work will not be an audit of the financial statements in accordance with the International Standards on Auditing (UK). Consequently, our work will not provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error and cannot be relied on to identify weaknesses in internal controls.
- 2.6. Since we will not carry out an audit, nor confirm in any way the accuracy or reasonableness of the accounting records maintained by the LLP, we are unable to provide any assurance as to whether the financial statements that we prepare from those records present a true and fair view. We will, however, advise you on whether your records are adequate for the preparation of financial statements and recommend improvements.
- 2.7. We have a professional duty to compile financial statements that conform with the accounting standards from the accounting records and information and explanations given to us. Furthermore, as members, you have a duty to prepare financial statements that comply with the relevant legislation and the accounting standards. Where we identify that the financial statements do not conform to the accounting standards or if the accounting policies adopted are not immediately apparent, this will need to be disclosed in the financial statements.
- 2.8. We also have a professional responsibility not to allow our name to be associated with financial statements

which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.

- 2.9. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.

### 3. Form of the Accountant's Report

- 3.1. We shall report to the members, with any modifications that we consider maybe necessary, that in accordance with this engagement letter and in order to assist you to fulfil your responsibilities, we have compiled, without carrying out an audit, the financial statements from the accounting records of the LLP and from the information and explanations supplied to us. To the fullest extent permitted by law we do not accept or assume responsibility to anyone other than the LLP and the LLP's members, as a body, for the work or for this report.
- 3.2. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies; and investigating irregularities and fraud upon receiving specific instructions.

### 4. Limitation of Liability

- 4.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF AUDITED CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set the basis on which we are to compile and audit the statutory financial statements for (the company) and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, this engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of charitable company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices and the Statement of Recommended Practice (SORP): Accounting and Reporting by Charities.

“the relevant legislation” means the Companies Act 2006 and related statutory instruments.

“obligations of trustees of the company” or “you” are in reference to the obligations of the trustees of the charitable company who are also trustees of the company for the purposes of the Charities Act.

### 1 Your Responsibilities

- 1.1. Your responsibilities as trustees of the company are set in our Schedule of Professional Services: Audit of Charitable Company Statutory Financial Statements.
- 1.2. Your staff will be responsible for:
  - 1.2.1. keeping the record of receipts and payments;
  - 1.2.2. reconciling the balances monthly with the bank statements;
  - 1.2.3. keeping posted and balanced the purchase and sales ledgers;
  - 1.2.4. preparing a detailed list of ledger balances; and
  - 1.2.5. [preparing details of stocktaking suitably priced and extended].
- 1.3. You must make available to us, as and when required, all the company’s accounting records and all other relevant records and related information, including minutes of all trustees and management

meetings that we need to do our work, and additional information that we may request. You will also provide us with unrestricted access to persons within the company from whom we determine it is necessary to obtain audit evidence.

- 1.4. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

- 2.1. You have asked us to help you compile the statutory financial statements in accordance with the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.2. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.
- 2.3. As part of our normal procedures, we may ask you to provide written confirmation of any information or explanations given by you orally during the course of our work.
- 2.4. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies; and investigating irregularities and fraud upon receiving specific instructions.
- 2.5. Our responsibilities as auditors of the company are set out in our Schedule of Professional Services: Audit of Company Statutory Financial Statements.

## 3. Limitation of Liability

- 3.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION OF UNAUDITED CHARITY OR CHARITABLE COMPANY STATUTORY FINANCIAL STATEMENTS

The purpose of this schedule is to set out the basis on which we are to compile the statutory financial statements for (the charity, or charitable company) and the respective areas of responsibility of the trustees and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of charity, or charitable company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices and the Statement of Recommended Practice (SORP): Accounting and Reporting by Charities.

“the relevant legislation” means the Charities Act 2011, or the Companies Act 2006 and related statutory instruments.

“obligations of trustees of the company” or “you” are in reference to the obligations of the trustees of the charitable company who are also trustees of the company for the purposes of the Charities Act.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you are responsible for keeping adequate accounting records that are sufficient to show and explain the company’s transactions and disclose with reasonable accuracy at any time the financial position of the charity, or charitable company and to enable you to ensure that the financial statements comply with the relevant legislation. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. Your responsibility for preparation of the financial statements extends to the application of exemptions and options on transition to, and application of, new accounting standards. As trustees of the charity, or charitable company you should also consider the impact of new accounting standards on the charity, or charitable company including the impact on going concern.
- 1.3. In preparing these financial statements, you must:
  - 1.3.1. select suitable accounting policies and then apply them consistently;

1.3.2. make judgements and accounting estimates that are reasonable and prudent;

1.3.3. prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business; and

You must also not approve these financial statements unless you are satisfied that they give a true and fair view.

1.4. You are responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error and for safeguarding the assets of the company, complying with laws and regulations and for taking reasonable steps for the prevention and detection of fraud and other irregularities.

1.5. You must make available to us, as and when required, all the charity's, or charitable company's accounting records and all other relevant records and related information, including minutes of all trustee' and management meetings that we need to do our work, and additional information that we may request.

1.6. Your staff will be responsible for:

1.6.1. keeping the record of receipts and payments;

1.6.2. reconciling the balances monthly with the bank statements;

1.6.3. keeping posted and balanced the purchase and sales ledgers;

1.6.4. preparing a detailed list of ledger balances; and

1.7. Where financial information is to be published, which includes a report by us or is otherwise connected to us, on the charity's or charitable company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and our report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner. It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are not required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the charity's or charitable company's website is your responsibility, and we accept no responsibility for changes made to such information after it is first posted.

## 2. Our Responsibilities

2.1. As the charity, or charitable company is totally exempt from audit, we have no statutory responsibilities to the charity or charitable company at all. Our only responsibilities arise from those specifically agreed upon between us in respect of other professional services.

- 2.2. You have asked us to help you compile the financial statements in accordance, where applicable, the requirements of the relevant legislation. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you and in accordance with the accounting standards.
- 2.3. We shall plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, unless you inform us in writing to the contrary. In carrying out our engagement we will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that maybe required for assurance engagements such as audits, independent examinations or reviews.
- 2.4. You have advised us that the charity, or charitable company is exempt from an audit of the financial statements. We will not check whether this is the case. However, should our work indicate that the charity or charitable company is not entitled to the exemption, we will inform you of this.
- 2.5. Our work will not be an audit of the financial statements in accordance with the International Standards on Auditing (UK). Consequently, our work will not provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error and cannot be relied on to identify weaknesses in internal controls.
- 2.6. Since we will not carry out an audit, nor confirm in any way the accuracy or reasonableness of the accounting records maintained by the charity, or charitable company, we are unable to provide any assurance as to whether the financial statements that we prepare from those records present a true and fair view. We will, however, advise you on whether your records are adequate for the preparation of financial statements and recommend improvements.
- 2.7. We have a professional duty to compile financial statements that conform with the accounting standards from the accounting records and information and explanations given to us. Furthermore, as trustees, you have a duty to prepare financial statements that comply with the relevant legislation and the accounting standards. Where we identify that the financial statements do not conform to the accounting standards or if the accounting policies adopted are not immediately apparent, this will need to be disclosed in the financial statements.
- 2.8. We also have a professional responsibility not to allow our name to be associated with financial statements which we believe maybe misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements remain misleading, we will withdraw from the engagement.
- 2.9. As part of our normal procedures, we may ask you to provide written confirmation of any

information or explanations given by you orally during the course of our work.

### 3. Form of the Accountant's Report

- 3.1. We shall report to the Board of Trustees, with any modifications that we consider maybe necessary, that in accordance with this engagement letter and in order to assist you to fulfil your responsibilities, we have compiled, without carrying out an audit, the financial statements from the accounting records of the charity, or charitable company and from the information and explanations supplied to us. To the fullest extent permitted by law we do not accept or assume responsibility to anyone other than the charity or charitable company and the Board of Trustees, as a body, for the work or for this report.
- 3.2. We will also carry out the following services as your agents on the basis that you will make full disclosure to us of all relevant information: providing assistance in preparing and lodging returns with the Registrar of Companies or equivalent regulator; and investigating irregularities and fraud upon receiving specific instructions.

### 4. Limitation of Liability

- 4.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PREPARATION AND SUBMISSION OF TAX RETURNS

The purpose of this schedule is to set the basis on which we are to compile and submit your tax returns and the respective areas of responsibility of you and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this letter, this engagement is further subject to our general terms and conditions.

- 1 We will prepare and submit your tax returns and any necessary supporting schedules from information provided by you or obtained by us from other sources, although you are responsible for ensuring that all information is provided to us.
- 2 We will ask you to approve the return prior to submission.
- 3 We will advise as to appropriate claims and elections arising from the return and from information supplied by you and will either make those claims and elections or advise you on making them.
- 4 We will advise you on what tax must be paid and when, but you are responsible for paying it on time. If you do not do so you may be subject to penalties and interest.
- 5 Some companies must make instalment payments of corporation tax and will be subject to interest if those payments are not made. The instalment payments depend upon the company's final tax liability for the year in question. If you want us to advise you on any corporation tax instalment payments that should be made, please ask us to do so and inform us the profit, and relevant taxation adjustments, for the company and all connected companies for the year in question well before the end of that year. We will advise on the corporation tax instalment payments to be made based upon the information that you provide. Such calculations will be subject to an additional cost.
- 6 You are responsible for the accuracy of any information used in the preparation of your tax return, whether it is provided by you, or by others. Where the information has been prepared by us, then you are still responsible for confirming the accuracy of that information.
- 7 Any further work additional to the preparation of the return, for example further explanations and amendments, dealing with enquiries from HMRC or any other authorities, or submitting revised returns, will be subject to further instructions and additional charges.
- 8 The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: CASS ASSURANCE REPORT

The purpose of this schedule is to set out the basis on which we are to act for (the company) in the preparation of a CASS assurance report and the respective areas of responsibility of the directors and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“obligations of the directors of the company” or “you” are in reference to the obligations of the directors of the company.

### 1 Your Responsibilities

- 1.1. The primary responsibility for keeping the FCA informed about the affairs of the business rests with you.

### 2. Our Responsibilities

- 2.1. We are required to report to the Financial Conduct Authority (FCA) in accordance with its rules within four months of the end of the period to which the report related.
- 2.2. To the extent to which you hold client money or safe custody assets on behalf of clients, our report (which in this respect is a ‘reasonable assurance’ report) considers whether:
  - 2.2.1. you maintained systems adequate to enable you to comply with the custody rules, the collateral rules, the mandate rules and the client money rules throughout the period since the last date as at which a report was made;
  - 2.2.2. you complied with the custody rules, the collateral rules, the mandate rules and the client money rules as at the period end date;
  - 2.2.3. nominee companies (if applicable) in whose name custody assets are registered maintained throughout the period adequate systems for custody, identification and control of custody assets and included reconciliations between the records maintained and the statements or confirmations from custodians or from persons who maintained the records of

legal entitlement at appropriate intervals; and whether

- 2.2.4. if applicable, you complied with the rules in CASS 7A in relation to the secondary pooling event during the period.
- 2.3. To the extent to which you are not permitted to hold client money or custody assets (or are so permitted but claim not to do so), our report (which in this respect is a 'limited assurance' report) considers whether, based on our review procedures, anything has come to our attention that causes us to believe that you held client money or custody assets during the period.
- 2.4. We are required to include in our draft report a schedule of all breaches of the CASS regulations which have come to our attention during the period. You are required by SUP 3.11 to provide us with an explanation of the circumstances that gave rise to each of these breaches, together with any remedial actions undertaken to correct them, for inclusion in our final report.
- 2.5. In connection with the duties above, we have a duty to carry out such investigations as we consider necessary to form an opinion on the above matters. If you use Third Party Administrators (TPAs) in connection with holding client money and/or custody assets, you must ensure that your contractual arrangements with such TPAs grant us rights of access to all relevant books and records that we consider necessary for the purposes of preparing our report.
- 2.6. Our report is solely for use by the FCA. It is not intended for use by third parties such as your customers/potential customers or shareholders and the report shall not be provided by you to anyone other than the FCA.

### **3. Responsibilities to the FCA**

- 3.1. Under the Financial Services and Markets Act 2000 (Communications by Auditors) Regulations 2001 we have both a right and a duty to report on any circumstances in which we have reasonable cause to believe that the matter is likely to be of material significance for determining whether:
  - 3.1.1. a person is a fit and proper person to carry on regulated business; or
  - 3.1.2. disciplinary action should be taken, or powers of intervention exercised, in order to protect investors from significant risk or loss; or there are any other circumstances which would be relevant to the functions of the Secretary of State.
- 3.2. Such reports must be made in writing direct to the FCA and may be without your knowledge or consent. By virtue of the Financial Services and Markets Act 2000 (Communications by Auditors) Regulation 2001, our duty of confidentiality is not contravened by reason of such communication in good faith.
- 3.3. We have a duty to provide further information or verification if requested to do so by the FCA and to assist and co-operate with any other auditor or specialist person appointed under the FCA's rules by the FCA or by

yourselves at the direction of the FCA.

- 3.4. If, to our knowledge, we become disqualified or ineligible to act as auditors of the company in accordance with the FCA's rules, we shall forthwith resign office and notify you and the FCA in writing that we have vacated by reason of disqualification or ineligibility.
- 3.5. If we resign or are removed from office or are not reappointed at the end of our term of office, we shall prepare a statement to the effect that there are no circumstances with our ceasing to hold office which we consider should be brought to the FCA's attention, or a statement specifying all such circumstances.

#### **4. Limitation of Liability**

- 4.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: BUSINESS SERVICES 28/04/22

The purpose of this schedule is to set out the basis on which we are to act for (the entity) in maintaining your accounting records, the preparation of management accounts and the preparation and submission of value-added tax returns.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the entity”, “you” and “your” means [name of entity].

“obligations of the members of the entity” or “you” are in reference to the obligations of the directors/trustees of the company or members of the partnership as appropriate.

1. It is important that each element of work that needs to be done separately is agreed. You should not assume that we will do anything that we have not agreed to do, however necessary or desirable it may be.
2. Where we maintain your accounting records, we will agree separately the scope of the work and what is expected of you. However, you have ultimate responsibility for the completeness and accuracy of your accounting records. In addition, we can only process information that is provided to us, either by you or by third parties. Whoever provides the information, you are responsible for its completeness and accuracy.
3. If we prepare management accounts, we do so either based on records that we maintain, or information provided by you.
4. Management accounts are designed to assist you to manage your business. They are not necessarily designed to show a true and fair view in the same way as the annual statutory accounts and they may contain approximations and estimates that may not be appropriate for annual statutory accounts. If you intend to use the management accounts for any other purpose, or if you intend to base a significant decision upon the accounts, then you must tell us in advance so that we can take that into account in the preparation of those accounts. We will separately agree with you the nature of the management accounts you require us to prepare and the source of the information upon which they are based.
5. If we submit your VAT returns, then that is based on the accounting records that we maintain, or information provided by you, as the case may be. Although VAT returns are submitted on your instructions, we will nevertheless not reclaim VAT unless we consider such reclaim to be justified, both by virtue of its purpose and supporting documentation.
6. You are responsible for making correct returns and any payment of VAT on time. If you do not submit

returns or make payments on time, you may be charged penalties or interest. If it subsequently comes to your attention that the contents of the VAT return were incorrect for any reason, you must inform us immediately.

## SCHEDULE OF PROFESSIONAL SERVICES: SRA ACCOUNTS RULES COMPLIANCE

The purpose of this schedule is to set out the basis on which we are to report on (the partnership) compliance with the Solicitors Regulation Authority (SRA) Accounts and section 34 of the Solicitors Act 1974 and the respective areas of responsibility of you and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

"Wellden Turnbull", "we", "us" and "our" means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ ("we", "us" and "our" which term shall include our successors and assigns) provides services to its clients.

"the partnership", "you" and "your" means [name of entity].

"obligations of the partners" or "you" are in reference to the obligations of the partners.

### 1 Your Responsibilities

- 1.1. As solicitors you are responsible for ensuring that the firm maintains the accounting records required by the SRA Accounts Rules. In addition, you are responsible for ensuring that all dealings in client money are dealt with in accordance with those rules.
- 1.2. In accordance with section 34 of the Solicitors Act 1974 and section 5, schedule 2 of the Administration of Justice Act 1985 we understand that you have waived your right to confidentiality and that we should report directly to the SRA in certain circumstances. We understand that you will confirm these matters in your reply to this letter.

### 2. Our Responsibilities

- 2.1. The SRA Accounts Rules effective from 25 November 2019 require us to report to you each year whether in our opinion you have complied with rules 2 to 6, 8 to 10 and 13.
- 2.2. We will qualify our report, where in our professional judgement, there is a significant breach and/or significant weaknesses in the firm's systems and controls which put client money at risk. We will provide details of the significant breach and/or significant weaknesses in firm's systems and controls which put client money at risk to the SRA in their prescribed form. This will include sufficient detail to allow the SRA to understand our judgement.
- 2.3. To provide our report we shall undertake whatever tests and examinations of your records we consider appropriate. Our work will take into account the SRA's Guidance: Planning for and completing an

accountant's report.

We do not undertake specific work to identify limitations in your systems or any irregularities on the part of your employees, beyond the work required to give the confirmations mandated on the AR1. However, we will advise you of limitations which we may discover during the course of our work.

- 2.4. Our report will be in the standard form prescribed by the SRA. If the report is qualified it is your responsibility to submit it to the SRA within six months of your accounting period end. However, if instructed by you, we will submit the report on your behalf.

### 3. Limitation of Liability

- 3.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: EXAMINATION OF A CHARITY OR CHARITABLE COMPANY

The purpose of this schedule is to set out the basis on which we are to perform an independent examination for (the charity, or charitable company) and the respective areas of responsibility of the trustees and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this schedule, our engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of charity or charitable company].

“the accounting standards” means United Kingdom Generally Accepted Accounting Practices and the Statement of Recommended Practice (SORP): Accounting and Reporting by Charities.

“the relevant legislation” means the Charities Act 2011, or the Companies Act 2006 and related statutory instruments.

“obligations of trustees of the company” or “you” are in reference to the obligations of the trustees of the charitable company who are also trustees of the company for the purposes of the Charities Act.

### 1 Your Responsibilities

- 1.1. In addition to your general duties specified in the relevant legislation you as trustees are responsible for keeping proper and adequate accounting records and an appropriate system of internal control. You are also responsible for preparing financial statements which give a true and fair view, have been prepared in accordance with the accounting standards and relevant legislation.
- 1.2. As trustees you have a duty under relevant legislation to prepare an annual report for each financial year, complying in its form and content with regulations made under the Charities Act 2011. You should also have regard to the Statement of Recommended Practice (SORP) 'Accounting and Reporting by Charities', and issued by the joint SORP-making body, and any subsequent amendments or variations to this statement.

### 2. Our Responsibilities

- 2.1. Under the Charities Act 2011, we have a statutory responsibility to state whether or not any matters have come to our attention to which in our opinion, attention should be drawn in order to enable a proper

understanding of the accounts to be reached, and to report whether or not any matter has come to our attention in connection with the examination which gives us reasonable cause to believe that in any material respect:

- 2.1.1. accounting records have not been kept by the charity, or charitable company, in accordance with the regulations;
  - 2.1.2. the accounts are not in agreement with the accounting records; and
  - 2.1.3. the accounts do not comply with the accounting requirements of the regulations.
- 2.2. We also have a statutory responsibility to report any of the following matters that have become apparent during the course of our examination:
- 2.2.1. whether there has been any material expenditure or action which appears not to be in accordance with the trusts of the charity, or charitable company;
  - 2.2.2. whether any information or explanation to which we are entitled under regulation 33 of the Charities (Accounts and Reports) Regulations 2008 has not been afforded to us; and
  - 2.2.3. whether any information in the trustees' statutory annual report is inconsistent in any material respect with that in the financial statements.
- 2.3. We shall plan our work on the basis that an examination report is required for the year, unless you inform us in writing that either:
- 2.3.1. the charity, or charitable company, requires an audit of the accounts; or
  - 2.3.2. the charity, or charitable company, requires neither an audit nor an examination report.
- 2.4. If you instruct us to carry out an audit, then a separate letter of engagement will be required.
- 2.5. If you inform us that the charity, or charitable company, requires neither an audit nor an examination, then we shall have no responsibilities to the charity, or charitable company, except those specifically agreed upon between us in respect of other professional services.
- 2.6. If our work shows that the charity, or charitable company, is not entitled to exemption from an audit of the accounts, or should we be unable to reach a conclusion on this matter, then we will not issue any report and will notify you in writing of the reasons. In these circumstances, if appropriate, we will discuss with you the need to appoint an auditor.
- 2.7. We have a statutory duty to report to the Charity Commission under the Charities Act 2011 such matters (concerning the activities or affairs of the charity or charitable company or any connected institution or body

corporate) of which we become aware during the course of our examination which are (or are likely to be) of material significance to the Charity Commission in the exercise of their powers of inquiry into, or acting for the protection of, charities.

### 3. Scope of Examination

- 3.1. Our examination will be conducted in accordance with the Charity Commission's 'Directions and Guidance Notes for the Carrying out of an Independent Examination'. Our procedures will consist of comparing the accounts with the accounting records, vouching some material / significant transactions, making limited enquiries of the officers of the charity, or charitable company, and only in certain circumstances seeking independent evidence to support entries in accounting records, or the presentation of the accounts. We shall also review the trustees' report and discuss with you the financial circumstances of the charity, or charitable company, at the end of the year.
- 3.2. Our examination is not designed to identify all significant weaknesses in the charity's, or charitable company's, systems but, if such weaknesses come to our notice during the course of our examination which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the charity, or charitable company, in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 3.3. As part of our normal procedures, we may request you to provide written confirmation of oral representations which we have received from you during the course of the examination on matters having a material effect on the account and statement.
- 3.4. To assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the trustees' report, which are due to be issued with the financial statements. If it is proposed that any documents or statements which refer to our name, other than the examined financial statements, are to be circulated to third parties, please consult us before they are issued.
- 3.5. The responsibility for safeguarding the assets of the charity, or charitable company, and for the prevention and detection of fraud, error and non-compliance with laws or regulations rests with yourselves. Our examination should not be relied upon to disclose all material misstatements or frauds, errors or instances of non-compliance as may exist.
- 3.6. We shall not be treated as having notice, for the purposes of our examination responsibilities, of information provided to members of our firm other than those engaged in the examination.
- 3.7. Once we have issued our report, we have no further direct responsibility in relation to the financial statements for that financial year.

### 4. Limitation of Liability

4.1. The terms of the limitation of our liability in respect of our work are set out in our general terms of business.

## SCHEDULE OF PROFESSIONAL SERVICES: PAYROLL SERVICES

The purpose of this schedule is to set out the basis on which we are to act for (the entity) in the provision of payroll and other employee related services.

In this schedule:

"Wellden Turnbull", "we", "us" and "our" means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ ("we", "us" and "our" which term shall include our successors and assigns) provides services to its clients.

"the entity", "you" and "your" means [name of entity].

"obligations of the members of the entity" or "you" are in reference to the obligations of the directors/trustees of the company or members of the partnership as appropriate.

1. We will provide the following services: processing payroll on a weekly or monthly basis as appropriate; advising you of amounts payable to the HMRC and your employees and providing payroll summaries; completing, on your behalf, SSP and SMP records; and completing, on your behalf, appropriate HMRC returns and forms P60 and P45.
2. If you ask us to prepare your forms P11D and related forms (returns of expenses and benefits in kind of employees), then we will prepare these from information provided by you.
3. If applicable, you will provide us with details of construction industry scheme deductions suffered that you wish to offset against your PAYE payments. This information must be received in good time for us to make the necessary offset calculations.
4. You are responsible for ensuring that your employees are entitled to work in the UK.
5. An employer's statutory obligations cannot be delegated or sub-contracted to agents and the ultimate responsibility for maintaining adequate payroll records remains with the employer at all times. You are responsible for the accuracy of all employee payroll matters and HMRC returns and you should check these carefully to ensure that they are correct. You should perform periodic spot-checks on the information that we hold to ensure that it is accurate and up to date. We draw your attention to the strict rules and time limits for the submission of PAYE returns; it is therefore essential that we receive full information from you on a prompt basis to enable us to ensure that the returns are made by you by the due dates. Please ensure that you send us immediately copies of any communications from HMRC regarding payroll-related matters.
6. You will advise us of all changes of personnel and the personal circumstances of employees as quickly as possible in order that this information may be processed during the correct payroll period. These changes include the addition of new employees, salary increases, changes in PAYE coding, car benefit arrangements,

non-statutory additions or deductions and termination of employment. We will not make changes to our standing data without proper documented authority from you.

7. You are responsible for providing timely and accurate information to enable the forms to be completed, and for paying any liability on time. If the forms are not filed on time, or if payments are not made on time, you may be subject to interest and penalties.
8. If we pay your staff on your behalf, then you must ensure that we have cleared funds in our account sufficiently in advance of us needing to make payments.

## SCHEDULE OF PROFESSIONAL SERVICES: COMPANY SECRETARIAL SERVICES

The purpose of this schedule is to set the basis on which we are to act in the capacity of company secretary and the respective areas of responsibility of you and of ourselves. The terms of this letter shall govern our engagement. In addition to the terms and conditions set out in this letter, this engagement is further subject to our general terms and conditions.

In this schedule:

“Wellden Turnbull”, “we”, “us” and “our” means Wellden Turnbull Limited, incorporated in England, Company Number 11480616 and having its registered office at Albany House, Claremont Lane, Esher, Surrey KT10 9FQ (“we”, “us” and “our” which term shall include our successors and assigns) provides services to its clients.

“the company”, “you” and “your” means [name of company].

“obligations of the members of the company” or “you” are in reference to the obligations of the directors/trustees of the company.

1. We will:
  - 1.1. (If we are appointed secretary of the company) procure that our company, Wellco Secretaries Ltd, acts as secretary of the company.
  - 1.2. Maintain the statutory records (but not the minute book, which you should maintain);
  - 1.3. Prepare relevant forms for any change in the offices of the company, registered office, share issues and so on;
  - 1.4. Draft minutes for corporate actions, if you request us to; and
  - 1.5. Submit information to Companies House in paper or electronic form as appropriate.
2. You will keep us informed of all matters affecting the company’s statutory affairs, and, if there are any changes in persons with significant control.
3. You will indemnify and keep with indemnified us against any losses that we may suffer as a result of the directors taking action, or failing to take action, in accordance with their statutory or fiduciary obligations.

4. If we provide you with the registered office, we cease to provide that service, you will change the company's registered office from our address. If you do not do so, then you authorise us to change the company's registered office to such address as we consider appropriate.
5. If the address at which we provide a registered office changes, then we will change the registered office of the company. We will not reimburse any costs you may incur as a result of doing so.
6. Payment for acting as company secretary and registered office is charged in advance. There is no refund if you cease to use our service partway through the year.

## APPENDIX: WELLDEN TURNBULL DATA PROTECTION POLICY

### Definitions

“DPA” means the Data Protection Act and “GDPR” means General Data Protection Regulations.

Wellden Turnbull Limited, our successors and assigns (“we”, “us” and “our”) is the data controller. We decide how and for what purpose your data is processed.

“Personal data” is data that relates to a living individual who can be identified from that data, by the information alone or in conjunction with any other information in the data controller’s possession or likely to come into his possession.

### What we will do

We will process your personal data in accordance with the Data Protection Act 2018 (“DPA”) and GDPR.

This notice complies with requirements under both DPA 1998 and GDPR, mention of compliance with GDPR throughout infers compliance with DPA 1998 and DPA.

### How do we process and use your personal data?

We comply with our obligations under the GDPR by keeping personal data up to date; by storing and/or destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data. We use your personal data:

- to enable us to carry out our contracted services;
- to manage our employees and clients;
- to maintain our accounts and records;
- to inform individuals of changes to law, services we offer or other marketing tasks; and
- to comply with our legal obligations.

We are entitled to process your personal data under the following circumstances:

- if you give your consent;

- processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract;
- processing is necessary for compliance with a legal obligation;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller; and
- processing is necessary for the legitimate interests of us or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject.

## Sharing your personal data

Your personal data will be treated as strictly confidential and will be shared with: our software suppliers for the purposes of troubleshooting; our outsourced service providers in undertaking scoped work and services; regulatory bodies or third parties for the purposes of reviews to which we are subject. Data will also be shared if it is necessary in connection with any legal action.

## How long do we keep your personal data?

We retain data for as long as we consider necessary to provide services to you, to defend ourselves against any claims and to satisfy our legal and regulatory obligations.

## Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights for your personal data:

- the right to request a copy of your personal data which we hold about you;
- the right to request that we correct any personal data if it is found to be inaccurate or out of date;
- the right to request that your personal data is erased where it is no longer necessary for us to retain such data (although see above our comments on retention of data);
- the right to withdraw your consent to the processing at any time;
- the right where possible, to ask us to transmit that data directly to another data controller, (known as the right to data portability);
- the right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;

- the right to object to the processing of personal data, (where applicable), although this only applies where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority);
- direct marketing and processing for the purposes of scientific/historical research and statistics; and
- the right to lodge a complaint with the Information Commissioners Office.

In practice, you would withdraw your consent to us using your data in the future by instructing us to cease to act for you.

## Transfer of Data Abroad

Your data may on occasion, be sent outside of the EU as part of the provision of our services. This data is protected by our service partner's procedures, details of which can be provided on request from [info@wtca.co.uk](mailto:info@wtca.co.uk) or by calling +44 (0) 1932 868444.

## Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

## Contact Details

To exercise all relevant rights, queries of complaints please in the first instance contact our main reception on +44(0) 1932 868444 or e-mail [info@wtca.co.uk](mailto:info@wtca.co.uk).

You can contact the Information Commissioners Office on +44 (0) 303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

28<sup>th</sup> October 2023