

BOOKKEEPING SERVICES AGREEMENT (AND SCHEDULES)

ISSUING A LETTER OF ENGAGEMENT (SCHEDULES)

BACKGROUND:

<<Name of Bookkeeper>> whose business is at <<Insert Address>> (the "Bookkeeper") provides bookkeeping services to business clients. The conditions which shall apply to the services by the Bookkeeper to its clients.

Business is at <<Insert Address>> (the "Bookkeeper") provides bookkeeping services to business clients. The conditions which shall apply to the services by the Bookkeeper to its clients.

1. Definitions and Interpretation

In these Terms and Conditions

otherwise requires:

1.1 The following expressions

meanings:

"Client"

defined in the Letter of Engagement for the provision of the Services from the Bookkeeper;

"Commencement Date"

the date of the Letter of Engagement or any other date stated in the letter as to when provision of the Services by the date of the Letter of Engagement or any other date stated in the letter as to when provision of the Services are to commence;

"Confidential Information"

to either Party, information which is disclosed to either Party by the other Party or pursuant to the Letter of Engagement in writing or any other medium, and information is expressly stated to be confidential as such; and (b) records, documents, reports, advice or other information prepared by the Bookkeeper for the provision of advice given by the Bookkeeper to

"Data Protection Legislation"

the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made under the Privacy and Electronic Communications Regulations 2003 as amended;

“Fees”

“Letter of Engagement”

“Services”

“Term”

1.2 Any reference to the Letter of Engagement together with these Terms and Conditions shall be treated as if the Letter of Engagement were set out in it as part of the Letter of Engagement.

1.3 Any reference to a Schedule set out in or attached to these Terms and Conditions shall be treated as if the Schedule were set out in it as part of the Letter of Engagement.

2. Appointment

2.1 The Letter of Engagement appoints the Bookkeeper to the Client to provide the Services to the Client for the Term.

2.2 The Client appoints the Bookkeeper to provide the Services to the Client for the Term.

3. Term

The Term will commence on the date of the Letter of Engagement [for a [fixed][initial] period of [initial] days [and] [thereafter] [initial] months] unless and until terminated in accordance with clause 13.

4. Remuneration

The Client agrees to remunerate the Bookkeeper in accordance with Schedule 2 for the provision of the Services to the Client for the Term.

5. Payment of Invoices and

5.1 Subject to sub-Clause 5.2, the Client will be deemed to have accepted the invoice for the Services provided by the Bookkeeper to the Client within the period of [7][14][21][28][35] days of the invoice date.

5.2 If the Client fails to pay the invoice for the Services by the due date, the Bookkeeper may exercise a lien over the books and records of the Client.

sums due (as specified in the Letter of Engagement) to the Client to the Bookkeeper for the provision of the Services;

in the form set out in Schedule 3] of the Letter of Engagement and the Terms and Conditions which is the Letter of Engagement and the Client under which the Bookkeeper to provide the Services to the Client for the Term and their

ing [and other] services described in the Letter of Engagement and the Client under which the Bookkeeper to provide the Services to the Client for the Term; and

of the Letter of Engagement as the Letter of Engagement and the Client under which the Bookkeeper to provide the Services to the Client for the Term and their

means the Letter of Engagement and the Letter of Engagement shall be treated as if the Letter of Engagement were set out in it as part of the Letter of Engagement.

Schedule set out in or attached to these Terms and Conditions shall be treated as if the Schedule were set out in it as part of the Letter of Engagement.

provision of the Services by the Bookkeeper to the Client for the Term.

vide the Services to the Client for the Term.

ate and will continue to provide the Services to the Client for the Term [engagement>>]

[fixed][initial] period] under clause 13.

n accordance with Schedule 2 for the provision of the Services to the Client for the Term.

ndered by the Bookkeeper to the Client within the period of [7][14][21][28][35] days of the invoice date.

he Services by the due date, the Bookkeeper may exercise a lien over the books and records of the Client.

of the Client in the
until such time as p
right the Bookkee
obligations.

5.3 Interest will be cha
Fees or other amou
the Late Payment o

5.4 [Where the Bookk
contract any of the
invoices issued by t
carried out for the B
the invoices of su
Client of this in adv

5.5 The rights and res
terminate the Letter

6. Client Cooperation, Res

6.1 The Client will co
Bookkeeper, at th
relevant business re
Client's requiremen
access to the Client
to enable the Bookk

6.2 Further, and withou
6.1, the Client and t
agree all of the type
Client needs to kee
that information to t

6.3 Further, and withou
Clauses 6.1 and 6.2
of Days, Weeks, M
an ongoing basis du

6.3.1 provide the
and answers
Client's book

6.3.2 keep and pr
whether cred

6.3.3 provide iden
etc.), and
consummate

6.3.4 provide bank

6.3.5 keep and p
payments, w

on and withhold those documents
s received in full. In exercising this
with any legal or professional

on all overdue amounts (whether
or the time being applicable under
erest) Act 1998.

ne Letter of Engagement to sub-
per may require the Client to pay
ct of such sub-contracted Services
to enable the Bookkeeper to pay
The Bookkeeper will inform the
contract Services.]

per under this Clause 5 and to
ause 13 shall be cumulative.

and Authority

keeper and will provide to the
st, unrestricted access to such
tion of the Client or relating to the
services [and will provide ongoing
ware] as is reasonably necessary
vices.

f the obligations under sub-Clause
r before the Commencement Date
ords and other information that the
eds to provide those records and

y of the obligations under sub-
staff will, [for the <<Insert Number
he Commencement Date and] [on
ly and efficient manner:

ent's business records, information
Bookkeeper has in relation to the

an adequate record of all receipts,

pts as to source (i.e., loans, sales,
ng all transactions that are

osit receipts;

eper an adequate record of all
or cash;

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- 6.3.6 provide relevant transfer information (receipts and payments);
- 6.3.7 keep and provide statements, receipts and cancelled cheques;
- 6.3.8 provide to the Client all invoices and all purchase invoices. These should be provided whether paid or unpaid and where paid (cash, credit card);
- 6.3.9 provide copies of documents reflecting the Client's financial transactions of cash receipts and sales (cash receipts, cash payable and accounts payable);
- 6.3.10 provide documents relating to property and equipment transactions- purchases, disposals;
- 6.3.11 provide information regarding mortgage or pledge of business assets on business or personal guarantees or debt, leases, or other information that may affect the results of operations of the Client's business;
- 6.3.12 any other financial information will be necessary for purpose of producing accurate accounting records and trial balance;
- 6.4 If the Client does not comply with its obligations under sub-Clause 6.3, the Client shall be in breach of the Client's obligations and, if that breach is material, the Bookkeeper, the Bookkeeper shall terminate the Services or withdraw from the engagement to carry out the Services;
- 6.5 The Client is responsible for ensuring that the activities of the business are conducted honestly and that the assets of the business and for taking reasonable steps to prevent fraud and other irregularities.
- 6.6 The Client (and not the Bookkeeper) is responsible for:
 - 6.6.1 ensuring the Client's business records, including the security of the records, including protection against fraud;
 - 6.6.2 ensuring that the Client's knowledge and belief, financial information, records, is accurate and complete for the accounting business or for the accounting purposes;
 - 6.6.3 the information management][or][audited] accounts [or] [statutory] accounts. The Client must retain all necessary supporting documents to substantiate the transactions reflected in the accounts;
 - 6.6.4 adopting sound internal controls for maintaining an adequate and efficient accounting system, safeguarding assets, for authorizing transactions and for maintaining adequate supporting documentation for those transactions.

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6.6.5 making management functions; and carrying out management

6.6.6 designating any person to oversee any of the Services, and evaluating the performance of those Services;

6.6.7 the design, implementation of systems and programs of internal controls, and doing other things, help assure the effectiveness of controls, prevention and detection of fraud;

6.6.8 informing the Client of any known or suspected fraud affecting the Client (b) employees who have been involved in fraud and (c) others where the fraud could have a material effect on the Client's statements;

6.6.9 informing the Client of the Client's knowledge of any known, suspected or alleged fraud, and any allegations of fraud received from employees, former employees, regulators, or others;

6.6.10 identifying and ensuring that the Client complies with applicable laws and regulations.

6.7 Subject to sub-Clause 6.6, the Bookkeeper shall ensure that no Confidential Information created by or for the Client, or given to it by, the Bookkeeper is disclosed to any third party.

7. Anti-Money Laundering Legislation

7.1 All accountants (including the Bookkeeper) must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and The Money Laundering Regulations 2007 (the "MLR"), which require the Payer to provide information on the Payer's identity and the source of funds (Information on Money Laundering Legislation"), which are intended to inhibit money laundering by denying criminals and other criminals by denying them access to the financial system. If the Bookkeeper fails to perform these duties, it risks imprisonment.

7.2 Before the Bookkeeper acts on the Client's instructions, the Bookkeeper may need to obtain 'satisfactory evidence' to confirm the Client's identity. In certain circumstances, the Bookkeeper may need to obtain evidence confirming the identities of third parties involved in the transaction. If any funds or other property, the Bookkeeper must obtain such evidence after it has been obtained by the Client, or any other person, and the Bookkeeper has begun to act on the Client's instructions.

7.3 The Bookkeeper as a professional must be honest and law abiding. However, if at any time, there is a suspicion of money laundering, the Bookkeeper does not actually have to act on the Client's instructions relate to 'criminal property', the Bookkeeper must make a report to the National Crime Agency ("NCA"), but the Bookkeeper has a duty to keep the Client informed of the situation.

7.4 In such circumstances, the Bookkeeper must not act on the Client's instructions without the consent of the NCA. The NCA do not refuse consent within 7

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activity. It does not matter who
removed the property is from the
in his/her/its dealings, if his/her/its
ne else's crime, the Bookkeeper

- me under UK law, no matter how
I offence but an honest mistake is
discrepancies are mistakes unless

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- low] bookkeeping member of the
T"). The Bookkeeper is a Licensed
AT. The Bookkeeper will maintain
[The Bookkeeper is an
of Certified Bookkeepers ("ICB")
valid licence issued by ICB. The
and licence]

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e, provision of the Services by the
Anti Money Laundering Legislation
the Bookkeeper is supervised by
(erring) compliance purposes under

- the provision of the Services by the Anti Money Laundering Legislation member of any relevant professional body for AML (anti money laundering) and by the AMLL to be registered customs for the purposes of AML with HMRC for those purposes and

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the Client, unless the Client tells us to destroy papers that are 7 years old, other than documents of significance. If the Client requires us to, we will notify the Bookkeeper of that fact in

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9.1 The Bookkeeper will perform the Services in a professional manner, using all due skill, care and diligence, and in accordance with any reasonable written instructions of the Client.

9.2 The Client acknowledges that the Bookkeeper has no duty or obligation to, and will not, audit or verify the Client's statements or any other accounting documents and information provided, and that the Bookkeeper will not do so.

9.3 The Client acknowledges that the Bookkeeper has no duty or obligation or responsibility for any loss or damage that may be suffered by the Client, and that the responsibility for any such loss or damage is the responsibility of the Client.

9.4 [The Bookkeeper will comply with the requirements of the [Association of Accounting Technicians] and will accept that the Bookkeeper will act in accordance with the requirements of the [Association of Bookkeepers] and will accept that the Bookkeeper will supply a copy of these requirements to the Client.]

10. Legal Liability

10.1 This Clause 10 sets out the legal liability of the parties to each other for any breach of contract, tort, negligence, and for any representation, statement, or tortious act, including, but not limited to, negligence and breach of statutory duty, or in connection with the Letter of Engagement.

10.2 Subject to sub-Clause 10.3, the Bookkeeper shall be liable to the other, whether in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, for any loss of profits or contracts, or for any consequential damage, or for loss of any kind that may be suffered by the other party that arises under or in connection with the Letter of Engagement.

10.3 Subject to Clause 10.3.1, the Bookkeeper shall delegate liability of each party to the other under or in connection with the Letter of Engagement (whether in contract, tort, negligence, breach of statutory duty or otherwise) to [the greater of] the Bookkeeper or the Client.

10.3.1 [£<<Insert Sum of Fees for Services]]

10.3.2 [<<Insert Formula for calculating the total of Fees for Services [and any other amounts payable to third parties for any of the Services] under the Letter of Engagement before the liability arises].

10.4 The Client agrees to indemnify the Bookkeeper for any effect on the Client's accounting records, transaction documents, or any loss of basic financial information or any loss of the Bookkeeper for processing and entry, and for any loss suffered by the Client in their absence.

10.5 All Confidential Information provided or given by the Bookkeeper shall be for the exclusive use of the Client within the

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- Client's business and the Client's use.
- 10.6 The Bookkeeper will not be liable for any loss suffered by any third party as a result of Confidential Information disclosed or created by the Bookkeeper under the Letter of Engagement, whether or not such Confidential Information has been disclosed to any third party where that Confidential Information was complete, inaccurate, or incorrect where that disclosure was made by the Bookkeeper with the Client's consent; or (b) the Bookkeeper was required by law to disclose it; or (c) the Client with or without the Bookkeeper's consent.
- 10.7 The Bookkeeper will not be liable for any loss suffered by the Client or any third party as a result of the Client's non-compliance with the Anti Money Laundering Legislation applicable to the Bookkeeper or at all.
- 10.8 Nothing in this Clause shall limit the liability of either party to the other for fraud, misrepresentation, or for deliberate or wilful misconduct, or for omissions due to negligence.
- 10.9 The limitations and exclusions in Clause 10 shall be cumulative.
- 11. [Sub-contractors]**
- The Bookkeeper shall be responsible for the obligations undertaken by it through any suitably qualified sub-contractor/s. The Bookkeeper will monitor all those to whom it delegates the Services, and it will ensure that they comply with and meet the duties and standards which the Bookkeeper must comply with. The omission of such sub-contractors shall for the purposes of these Terms and Conditions be deemed to be an act or omission of the Bookkeeper.
- 12. Insurance**
- 12.1 The Bookkeeper will maintain the insurance in accordance with the requirements of the relevant industry [best] OR [as required by law].
- 12.2 In particular, (but not exclusively) if [AAT][ICB] a member of [AAT][ICB] the Bookkeeper is required to maintain Professional Indemnity Insurance (PII) policy in place to cover the Services, the Bookkeeper confirms that it has and will maintain such cover.
- 12.2.1 [a suitable Professional Indemnity Insurance (PII) policy in place to cover the Services, the Bookkeeper confirms that it has and will maintain such cover.]
- 12.2.2 [suitable cover in place to ensure that its practice can continue in the event of its absence or cessation of its firm. The Bookkeeper confirms that it has and will maintain such cover.]
- 13. Termination**
- 13.1 The Bookkeeper may terminate the Letter of Engagement if any sum owing to it by the Client is not paid within <<Insert Number, e.g. 14>> days of the date for payment.
- 13.2 Either party may immediately terminate the Letter of Engagement if the other:

13.2.1 has committed such breach immediately after the breach was

13.2.2 becomes insolvent

13.3 Either party may terminate this Letter of Engagement for any other reason on giving not less than [time] OR [to expire] of the [fixed][initial] period referred to in Clause 3].

14. Confidentiality

14.1 Each party agrees that it will not disclose to any third party or from any third party

14.2 Subject to sub-Clause 14.4, each party agrees to keep confidential all Confidential Information in its possession or control in relation to the Client

14.3 Neither party will warrant or represent to any third party any of the Confidential Information that it creates for, or gives to, or receives from the Client. The Client hereby consents to the Bookkeeper disclosing to the Client's nominated Accountant any of the Confidential Information prepared or created by the Bookkeeper in connection with auditing the Client's

14.4 For the purposes of this Clause, the expression "Confidential Information" shall not include:

14.4.1 which has been disclosed to the public by a breach of the confidentiality of the Client;

14.4.2 in the possession of the Client prior to the disclosure to it under the Letter of Engagement;

14.4.3 obtained by the Client from a third party who is free to disclose it; or

14.4.4 which the Client is obliged by law to disclose.

15. Data Protection [and Data Security]

[15.1] The Parties hereby agree to comply with all applicable data protection requirements.

[15.2] Further, the [data protection] provisions of Schedule 5 shall apply as if set out in the Letter of Engagement shall not be overridden or relieved either Party of its obligations under the Data Protection Legislation and does not remove

this Letter of Engagement, unless in which case the right to terminate the Letter of Engagement if the other party has failed to remedy the breach within ten notice to do so; or

if a bankruptcy order.

engagement for any other reason on giving not less than [time] OR [to expire] of the [fixed][initial] period referred to in Clause 3].

ing and after the term of the Letter of Engagement, it has received from the other party any Confidential Information in the business of the other party.

r also agrees to keep confidential all Confidential Information that the Bookkeeper has prepared or created in connection with

of the other party disclose to any third party any of the Confidential Information that the Bookkeeper prepares or creates for, or gives to, or receives from the Client. [The Client hereby consents to the Bookkeeper disclosing to the Client's nominated Accountant any of the Confidential Information prepared or created by the Bookkeeper in connection with auditing the Client's

ment, the expression "Confidential Information" shall not include:

remain otherwise than through a breach of the confidentiality of the Client; or

ty before the disclosure to it under the Letter of Engagement;

a third party who is free to disclose it; or

by law to disclose.

th comply with all applicable data protection requirements.

rocessing] provisions of Schedule 5 shall apply as if set out in the Letter of Engagement shall not be overridden or relieved either Party of its obligations under the Data Protection Legislation and does not remove

16. Force Majeure

If, due to war, strike, lock-out, or other circumstances over which neither party has control, either party fails to comply with any obligation to the other under the Letter of Engagement, it shall not be responsible or liable to the other party as a result of such failure.

al catastrophe or other events or circumstances over which neither party has control, either party fails to comply with any obligation to the other under the Letter of Engagement, it shall not be responsible or liable to the other party as a result of such failure.

17. Entire Agreement

17.1 The Letter of Engagement and these Conditions:

Clause 1 of these Terms and Conditions.

17.1.1 contains the entire agreement of the parties with respect to its subject matter.

and agreement of the parties with respect to its subject matter.

17.1.2 supersedes all previous agreements or understandings between the parties whether written or oral, provided that this shall not apply to any fraudulent or illegal conduct.

ings or agreements between the parties whether written or oral, provided that this shall not apply to any fraudulent or illegal conduct.

17.1.3 can only be amended by a written agreement signed by [the Client] [both] parties.

written agreement signed by [the Client] [both] parties.

17.2 Each Party acknowledges that it does not rely on any other terms implied by law or otherwise to the fullest extent permitted by law.

into the Letter of Engagement, it is hereby acknowledged that no other provision except as set out in the Letter of Engagement, and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

18. Assignment

Neither of the parties to this Letter of Engagement may assign any rights or benefits under the Letter of Engagement without the consent of the other party.

may assign any rights or benefits under the Letter of Engagement without the consent of the other party.

19. No Waiver

No failure or delay by either party in exercising any rights under the Letter of Engagement means that it will waive any rights or benefits under the Letter of Engagement and no waiver by either party of a breach of any provision of the Letter of Engagement means that it will waive any subsequent breach of the same provision.

g any rights under the Letter of Engagement means that it will waive any rights or benefits under the Letter of Engagement and no waiver by either party of a breach of any provision of the Letter of Engagement means that it will waive any subsequent breach of the same provision.

20. Severance

If any provision of the Letter of Engagement is held to be invalid or unenforceable in whole or in part, the Letter of Engagement and these Conditions shall not be affected.

by any competent authority to be invalid or unenforceable in whole or in part, the Letter of Engagement and these Conditions shall not be affected.

21. Nature of Relationship Between Parties

21.1 The Bookkeeper acknowledges that it is an independent contractor to the Client.

contractor to the Client.

21.2 The Bookkeeper acknowledges that it is not an agent of the Client in connection with the performance of its duties.

and not as the agent of the Client in connection with the performance of its duties.

all its dealings with
responsible to pay o

and the Bookkeeper will be solely
of such parties.

21.3 Nothing in the Lett
establish any par
Engagement the ag
into any commitmen

ended to, or shall be deemed to,
either party to the Letter of
prise either party to make or enter
other party.

22. Third Parties

No part of the Letter of En
and accordingly the Contra
Letter of Engagement.

confer rights on any third parties
(es) Act 1999 shall not apply to the

23. Governing Law and Juris

The Letter of Engagement
and construed in accorda
[non-] exclusive jurisdiction

ties under it shall be governed by
he parties agree to submit to the
and Wales.

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Note: The following items in italics are to reflect the scope of the Service. You must delete or amend the list as necessary to reflect the actual scope of the Service you will offer.

ns: you will need to edit the list which you actually offer. Add to, delete or amend the list as necessary to reflect the actual scope of the Service you will offer.

Objectives of the Bookkeeper's service include:
accurately recording the day to day transactions of the Client [and create financial reports from that information].

the financial records of the Client by accurately recording the day to day transactions of the Client [and create financial reports from that information].

<<Insert any Further or Alternative Services>>

The Services shall consist of the following:

[Accounts Payable]

[Process supplier invoices [as follows]]
[Record supplier invoices and payments]
[[Code] [Check correct coding of]]
[[Authorise] [Obtain appropriate approval]]
[Ensure adequate funds are available]
[Collate supplier invoices into weekly runs and process payments of the authorised invoices]
[Take any other actions needed to ensure payments, obtain and follow up discounts]
[Entering and/or verifying the entry of invoices]
[Email / communicate any queries to suppliers]

appropriate accounts]
[Record all supplier invoices]
[Enter and/or verify the entry of all supplier invoices in relevant account]
[Run weekly or monthly invoice runs and process payments of the authorised invoices]
[Take any other actions needed to ensure payments, obtain and follow up discounts]
[Enter and/or verify the entry of invoices in accounting software]
[Email / communicate any queries to suppliers]

[Accounts Receivable]

[Record all sales]
[Invoice all customers/clients on a regular basis]
[Issue statements to customers on a regular basis]
[Contact overdue customers]
[Code invoice to appropriate account]
[Process all customer payments received]
[File copies of customer invoices and statements]
[Record customer payments]
[Enter and/or verify the entry of customer payments]
[Email / communicate any queries to customers]

[Enter and/or verify the entry of invoices]
[Run weekly or monthly invoice runs and process payments of the authorised invoices]
[Take any other actions needed to ensure payments, obtain and follow up discounts]
[Enter and/or verify the entry of invoices in accounting software]
[Email / communicate any queries to suppliers]

[Credit Control]

[Account management and credit control]
[Monthly debtor reports]
[Monthly aged debtor report]
[Report to client on a monthly basis]
[Ensure account statements are sent out once a month]
[Chase up overdue accounts via phone, email or post]
[Document credit control in a manual or electronic system]

appropriate accounts]
[Record all supplier invoices]
[Enter and/or verify the entry of all supplier invoices in relevant account]
[Run weekly or monthly invoice runs and process payments of the authorised invoices]
[Take any other actions needed to ensure payments, obtain and follow up discounts]
[Enter and/or verify the entry of invoices in accounting software]
[Email / communicate any queries to suppliers]

[Petty Cash]

[Record petty cash vouchers, coded and filed]

processed and viewed by the Client]

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[Maintain the petty cash fund]

[Banking]

[Prepare weekly banking of customer

[Enter and/or verify the entry of payments into bank]

[Process bank receipts and payments]

[Generate monthly reports for all bank

[Reconciliations]

[On a monthly basis:]

[Reconcile and/or verify all loan accounts]

[Reconcile balances with the bank]

[Reconcile all Credit card accounts]

[Paypal account reconciliation]

[Conduct periodic reconciliations of all accounts to ensure their accuracy]

[On a weekly basis:]

[Reconcile petty cash account and ensure accuracy of the reconciliation]

[Journals and ledgers]

[Post to and maintain the following]

[[All] Journals]

[Purchase and sales ledgers]

[Nominal ledger]

[General ledger]

[Other ledgers, as follows: <<Insert Details>>]

[Extract a detailed list of ledger balances]

[Balance the purchase and sales ledger]

[Computerised Bookkeeping]

[Data entry [(including using tax codes and rates) as per Client's or his Accountant's instructions)]

[Raising reports from Client's software as previously configured by Client's Accountant such as draft profit and loss, balance sheet, and draft trial balance]

<<Insert Further or other Details>>]

[Tag and monitor fixed assets]

[<<Insert Details>>]

[Employees]

[Prepare and process payroll]

[Process expenses and mileage claims]

[Maintain accurate, well- organised records in [computer][and][paper] records in line with Client's financial procedures]

[Management Reports]

[Prepare and report to Client the following Management Reports:]

[outstanding debtors report]

[outstanding creditors report]

[payables report]

[aged creditors report]

[aged debtors report]

[balance sheet]

[profit and loss account]

[monitoring of debt levels and compliance with tax authorities]

[and other reports as required]

[General]

[Carry out all necessary liaison with the bank to ensure he/she receives the bank statements in a timely, neat fashion.]

[General record keeping and filing of documents requested]

[Provide clerical and administrative support]

[Other bookkeeping [or associated] tasks:]

[<<Insert Description of any Additional Tasks>>]

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FEE SCHEDULE - VAT

Fees for Services provided to the Client

The Fees payable for the Services shall be as follows:
Note: these are suggestions only

[An [annual][quarterly][monthly] fee of £<<Insert Amount>> to be invoiced in advance]

OR

[An Hourly rate of £<<Insert Amount>> per hour]

or on some other basis for charging

<<Insert Amount>> payable in instalments of £<<Insert Amount>> in advance of each [month] [quarter]

for the Services]

Expenses

The Client hereby agrees to reimburse the Bookkeeper in respect of all reasonable travel, subsistence and courier expenses incurred by the Bookkeeper in performing the Services, and in respect of any other reasonable expenses, provided they are approved in advance by the Client.

in respect of all reasonable travel, subsistence and courier expenses, provided they are approved in advance by the Client.

Costs

Provided that such fees and costs shall be payable by the Client, the Bookkeeper with all reasonable <<Description>> costs) incurred by the Bookkeeper in performing the Services

Provided that such fees and costs shall be payable by the Client, it shall reimburse the Bookkeeper for third party costs (including <<Description>> costs) incurred by the Bookkeeper in performing the Services

VAT

All the above sums are stated exclusive of VAT at the rate applicable at the relevant time

The Client shall pay in addition at the relevant rate of VAT in each case.

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MODELL LETTER

Dear Sir,

This Letter of Engagement (Letter of Engagement), whose principal purpose is to set out the terms on which I/we, <<Insert Name of Bookkeeper>>, whose principal business is to provide Bookkeeping Services to you, <<Insert Address>> (the Bookkeeper) will provide Services to you, <<Insert Name of Client>> (the Client) so as to avoid any misunderstandings of our respective intentions.

The Terms and Conditions and their Schedule [which I/we have given to you on or before the date of this Letter] set out in this Letter as part of its terms and conditions.

The nature [and details] of the Services to be provided are set out in Schedule 1 of the Terms and Conditions.

The basis for calculating Fees payable by you is set out in Schedule 2 of the Terms and Conditions.

[I/We confirm that I/we will not act as your agent on your behalf.]

I am/We are committed to providing you with the best service possible. If you have any ideas as to how my/our service to you can be improved or if you are dissatisfied with the service you are receiving, please let me know.

In the event that you have a complaint, I will do all I/we can to explain the position and resolve the matter. If you are not satisfied with my/our resolution, you may refer the matter to the Institute of Certified Bookkeepers (ICB) [Association of Accountants and Technicians (AAT)], you may of course make a complaint to the [ICB/AAT].

[I am subject to the ethical requirements and disciplinary processes. These requirements include adherence to bookkeeping standards and continuing professional education. Should there be an issue with my company, you may refer such matter to the [ICB/AAT].]

Once agreed, this Letter will remain valid until it is replaced by you unless and until it is replaced by a new Letter of Engagement. The date of Commencement (Commencement Date) will be [the date of signature] [the date of agreement].

Would you please confirm your agreement to the Terms and Conditions and their Schedule by signing and returning the enclosed copy of this Letter to enable me to commence the Services to you from the Commencement Date.

My/Our above address is the address to which you should send any notices under this Letter.

If anything is unclear to you or you have any queries, please let me know.

Yours faithfully

(SIGNED)

<<Name of Bookkeeper>>

[In the presence of

<<Name & Address of Witness>>]

I/We confirm that I/we have read
and Conditions, and I/we agree
instructed you to provide to me/us

SIGNED

[<<Name of Client>>]

OR

[<<Name and Title of Person Sign

For and on behalf of <<Name of C

[In the presence of

<<Name & Address of Witness>>]

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tents of this Letter and the Terms
flect the services that I/we have

PROVISIONS RELATIVE TO THE USE OF SOFTWARE

<<Insert any additional provisions relating to the use of software in the information page accompanying this template as to Bookkeeper's use of software.

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[Data Processor] refers

1. All personal data that the Client provides to the Data Processor will be collected, processed, and held in accordance with the applicable laws and the Client's rights and obligations under the Data Protection Legislation
2. For complete details of the collection, processing, storage, and retention of personal data, not limited to, the purpose(s) for which personal data is collected or bases for using it, details of the Client's rights and obligations, and personal data sharing (where applicable), please refer to the Privacy Notice available from the Bookkeeper on request
3. In paragraphs 1 and 2, "Data Processor", shall have the meaning defined in the Data Protection Legislation

[Data Processor] 2 refers

1. In this Schedule 5, "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation
2. [All personal data that the Client provides to the Data Processor under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement]

OR

- [2. For the purposes of the Data Protection Legislation and for this Schedule 5, the Client is the "Data Controller" and the Bookkeeper is the "Data Processor"
3. The type(s) of personal data, the nature and purpose of the processing, and the Data Processor's obligations are set out in the attached Annex
4. The Data Controller shall ensure that all necessary consents are in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the Letter of Engagement.
5. The Data Processor shall ensure that all personal data processed by it in accordance with its obligations under the Letter of Engagement:
 - 5.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data; the Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;

SAMPLE

- 5.2 Ensure that appropriate technical and organisational measures (a Data Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction, and from disclosure, shall be proportionate to the potential harm from the processing of the data, taking into account the state of the art, the nature of the data and the cost of implementing those measures. Those measures shall be set out in the attached Annex;
- 5.3 Ensure that any third parties (whether or not they are contractually obliged to keep the data confidential) who have access to the personal data (whether or not they are contractually obliged to keep the data confidential) shall be bound by the same obligations as the Data Controller;
- 5.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 5.4.1 The Data Processor has/have provided satisfactory evidence for the transfer of personal data;
 - 5.4.2 Affected individuals have enforceable rights and effective remedies;
 - 5.4.3 The Data Processor provides with its obligations under the Data Protection Act 1998, providing an adequate level of protection for the personal data so transferred; and
 - 5.4.4 The Data Processor complies with all reasonable instructions given by the Data Controller with respect to the processing of the data.
- 5.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 5.6 Notify the Data Controller of any breach of the Data Protection Legislation without undue delay of a personal data breach;
- 5.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to the Data Controller in accordance with the Letter of Engagement unless it is required to retain the data by law; and
- 5.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to comply with Schedule 5 and to allow for audits by the Data Controller or any other person designated by the Data Controller.
- [6. The Data Processor shall comply with any of its obligations with respect to the processing of personal data set out in Schedule 5.]
- OR**
- [6. The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Schedule 5 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a sub-contractor, the

- 6.1 Enter into a contract with the sub-contractor, in which the parties there shall both comply with all applicable data protection law in the Data Protection Legislation and which also impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Schedule 5 and which bind the Data Processor and the Data Controller to the same standards; and
- 6.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]
7. Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which time the other Party shall replace it with any applicable data protection clauses as part of an applicable certification scheme. Such termination shall be replaced by attachment to this Agreement.]

1. Data Processing

Scope

<<Insert description of the scope of the processing to be carried out>>.

Nature

<<Insert description of the nature of the processing to be carried out>>.

Purpose

<<Insert description of the purpose of the processing is to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject to be processed>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 5.2 of this Schedule 5>>.