

Sunshine Accounting Services Ltd

LETTER OF ENGAGEMENT

Dear _____,

This letter sets out the basis on which we provide services to your company (Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.), so as to avoid any misunderstandings.

Services being provided

Payroll

Anti money laundering legislation

All accountants must comply with the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2017 (the "Anti Money Laundering Legislation"), which are intended to stop the activities of terrorists and other criminals by preventing them using accountancy services. If we do not comply with this legislation, we risk imprisonment.

Before we can act for your company, we have to confirm the identity of the directors. At any time we may also need to obtain evidence confirming the identities of third parties, the source of any money or funding of property or other assets, and other matters.

We assume that our clients are honest and law abiding. However, if at any time we have grounds to suspect that crime is being committed, we are obliged to make a report to the National Crime Agency (NCA). We are prohibited by the legislation from telling you that we have done this. In such circumstances, we cannot do any work for your company without consent from NCA.

'Criminal property' is money, property, other assets, rights or any benefit derived from criminal activity. Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial. Tax evasion is a criminal offence but an honest mistake is not.

It does not matter who carried out the criminal activity. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

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

Client monies

If we 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. The account will be operated and all funds dealt with in accordance with Association of Accounting Technicians rules.

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

Commissions and other benefits

In some circumstances we may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions that we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits.

Fees

Our fees are computed on the basis of time spent on your affairs and the responsibility and skill involved by the partners and staff of this firm. Unless otherwise agreed, our fees will be charged separately for each main class of work and will be billed at appropriate intervals during the course of the year. Hourly rates are available on request.

We may agree to invoice you monthly for a proportion of your fees in which case these will be payable on a monthly standing order. These standing order payments will be applied to fees for work agreed in this letter of engagement.

If invoices are not subject to payment by standing orders, our terms for such invoices are strictly 14 days net. Interest will be charged on all overdue debts at the rate stated on the invoice or, at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.

Should you have any disagreement concerning a fee, this must be notified to us within 7 days of the invoice date. In the

absence of such notification, you are deemed to have accepted the invoice and it is payable in full accordance with our normal terms.

If this letter of engagement covers work for a limited company and the company is unable to meet our fees as and when they fall due then the company's directors will be personally, jointly and severally liable in respect of our outstanding fees.

Complaints

We are committed to providing you with a high-quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service, please contact [redacted] We agree to look into any complaint carefully and promptly and do everything reasonable to try and resolve it. If you are still not satisfied you can refer your complaint to our professional body, Association of Accounting Technicians.

Ownership of records

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

File destruction

Correspondence and other papers that we may hold older than 6 years will be destroyed unless you request their return in writing. Documents can be collected FOC but a fee will be charged for returning documents by post.

When we cease to act for you we will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagements with the software providers and pay for that service separately.

Investment advice (including insurance mediation services)

Investment business is regulated under the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body as we are not authorised to give such advice.

Third parties

All accounts, statements and reports prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities.

No third party shall acquire any rights under this agreement to provide professional services.

Limitation of liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence, fraud or wilful default.

Exclusion of liability for loss caused by others

We will not be liable if such losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

Exclusion of liability relating to non-disclosure or misrepresentation

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us.

This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

Indemnity for unauthorised disclosure

You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether

in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

Alternate arrangements

Please note that we have arrangements in place for an alternate to deal with matters in the event of permanent incapacity or illness. This provides protection to you in the event that I cannot act on your behalf, and in signing this letter you agree to the alternate having access to all of the information I hold in order to make initial contact with you and agree the work to be undertaken during my incapacity. You can choose to appoint another agent at that stage if you wish.

Limitation of third-party rights

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you that you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

Applicable law

This engagement letter is governed by, and construed in accordance with the law of the relevant UK jurisdiction as determined by law. Each party irrevocably waives any right it may have to object to any action being brought in Courts of the relevant jurisdiction.

Agreement of terms

Once agreed, this letter will remain effective from the date of signature until it is replaced. Either party may vary or terminate our authority to act for you at any time without penalty. Notice of termination must be given in writing. Would you please confirm your agreement to the terms set out in this letter by signing. If anything is unclear to you or you require any further information please let us know.

PAYROLL PREPARATION AND PAYE

Payroll and year end returns

In order for us to prepare your payroll and HMRC payroll returns known as Real Time Information (RTI) returns we will need the following information from you:

Personal details of all employees (i.e. name, NI number, home address,) and other data as required by HMRC.

Notification of new employees or employees leaving your employment.

All P45's received by you.

- If no P45 is received, you are required to provide Starter Check Lists, or equivalent, and pass that information to us for processing.
- Notification of any employee who is ill for four or more calendar days, including weekends, bank holidays etc in time for the operation of payroll to enable us to operate statutory sick pay for you.
- Notification of any employee who becomes pregnant or who adopts, or whose partner becomes pregnant or adopts. This will enable us to operate statutory maternity, adoption and paternity pay.
- Details of any money or benefits made available to employees which arise directly or indirectly from their employment with you whether by you or by a third party.

- Hours worked, rates of pay, bonuses, the amount of any pension deductions, etc.
- Any notice of coding received by you.

Payroll returns must be received by HM Revenue & Customs on or before pay day otherwise significant penalties may be charged. Interest will be charged by HMRC if income tax and National Insurance contributions payments are late or less than indicated by the return.

We will assist in the preparation and submission of PAYE returns as required by HMRC and other authorities. However, our appointment as your agent does not absolve the company or its directors from their statutory responsibilities. It is essential that we receive full information from you promptly to enable us to file returns in time to avoid penalties.

We will provide a payroll service for the month ended January 2024 and all subsequent months up to December 2024.

DATA PROTECTION

In this section:

- Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, international organisation and processing shall have the respective meanings given to them in the Data Protection Laws (and related expressions shall be construed accordingly).
- Data Protection Laws means any applicable law relating to the processing, privacy and use of Personal Data including: the General Data Protection Regulation (EU) 2016/679 (GDPR); and any laws which implement such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing (provided that the impact of any such replacement, extension or amendment is agreed in writing by the parties).
- Protected Data means Personal Data received from or on behalf of you or otherwise obtained in connection with the performance of our obligations under this letter of engagement.
- Sub-Processor means any agent, sub-contractor or other third party engaged by us (or by any other Sub-Processor) for carrying out any processing of the Protected Data.

Compliance with Data Protection Laws

In the provision of the services to you, we are required to process your personal data and the personal data (and in some cases special categories of data) of your employees.

Where we are processing your employees' personal data on your behalf, you are the Data Controller and we are the Data Processor. We shall process Protected Data in compliance with the obligations placed on it under this letter.

You shall at all times comply with the Data Protection Laws in connection with the processing of Protected Data. You confirm that that you are entitled to transfer the Protected Data to us and any Sub-Processor in compliance with the Data Protection Laws and shall ensure all instructions given by you to us in respect of Protected Data shall at all times be in accordance with the Data Protection Laws.

Instructions

We shall only process (and shall ensure our personnel only process) the Protected Data in accordance with this letter (including the Annex) (and not otherwise unless alternative processing instructions are agreed between us in writing) except where otherwise required by applicable law (and in such a case we shall inform you of that legal requirement before processing, unless such applicable law prohibits us from so notifying you).

If we believe that any instruction received by it from you is likely to infringe the Data Protection Laws we shall inform you and be entitled to cease to provide the relevant Services until we have agreed appropriate amended instructions which are not infringing.

Security

Taking into account the state of technical development and the nature of processing, we shall implement and maintain the technical and organisational measures set out in Part 2 of the Annex to protect the Protected Data against

accidental, unauthorised or unlawful destruction, loss, alteration, disclosure and/or access.

Sub-Processing and Personnel

You consent to our appointment of AccountancyManager Limited as a third party processor of Protected Data. We confirm we have entered into a written agreement with AccountancyManager Limited on its standard terms of business.

We shall remain liable to you under this letter for all the acts and omissions of AccountancyManager Limited and each of its personnel as if they were our own and ensure that all persons authorised by us or any Sub-Processor to process Protected Data are subject to a written contractual obligation to keep the Protected Data confidential.

Assistance

We shall (at your cost) assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under Data Protection Laws) taking into account the nature of the processing and information available to us and assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

We shall refer all requests and communications received from Data Subjects or any supervisory authority to you which relate to any Protected Data promptly (and in any event within 3 days of receipt) and shall not respond to any without your written approval and in accordance with your instructions unless and to the extent required by law.

International Transfers

We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Authority unless your prior written consent has been obtained.

Records and Audit

We shall, in accordance with Data Protection Laws, make available to you such information that is in its position or control as is necessary to demonstrate our compliance with our obligations under this letter of engagement. We shall permit audits by you (or another auditor appointed by you (provided such auditor has entered into a confidentiality undertaking with, and in terms reasonably acceptable to, us and such auditor is not our competitor) for this purpose, subject to a maximum of one audit in any 12 month period.

Breach

We shall notify you without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Personal Data.

Deletion/Return

On ceasing to provide the Services relating to the processing of Protected Data, at your cost and option, we shall either return all of the Protected Data to you or securely dispose of the Protected Data except to the extent any applicable law requires us to store such Protected Data.

Data Processing Details

Our processing of the Protected Data under this letter of engagement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out below:

1. Subject-matter of processing:

We will process Protected Data in order to perform our obligations under this letter of engagement.

2. Duration of the processing:

We will process the Protected Data for the term of our agreement (and any exit period) and thereafter as long as we are required to process any Protected Data pursuant to the Data Protection Legislation.

3. Nature and purpose of the processing:

The nature and purpose of the processing of the Protected Data will be to perform its obligations under this letter of engagement.

4. Type of Personal Data:

The types of Protected Data will be those detailed under the section of this letter of engagement entitled "Payroll Preparation and PAYE".

5. Categories of Data Subjects:

Customers

6. Specific processing instructions:

To administer your accounts in accordance with your instructions and in accordance with the terms of this Letter of Engagement.

Technical and Organisational Security Measures

We shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this letter of engagement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, we shall implement appropriate technical and organisational security measures appropriate to the risk, including what is appropriate to those matters mentioned in Articles 32(a) to (d) of the GDPR.

Persons/organisations to whom we may give personal data

We may share your personal data with:

- HMRC
- any third parties with whom you require or permit us to correspond
- subcontractors
- an alternate appointed by us in the event of incapacity or death
- tax insurance providers
- professional indemnity insurers
- our professional body AAT and the Office of Professional Body Anti-Money Laundering Supervisors (OPBAS) in relation to practice assurance and/or the requirements of MLR 2017 (or any similar legislation)

If the law allows or requires us to do so, we may share your personal data with:

- the police and law enforcement agencies
- courts and tribunals
- the Information Commissioner's Office ("ICO")

We may need to share your personal data with the third parties identified above in order to comply with our legal obligations, including our legal obligations to you. If you ask us not to share your personal data with such third parties we may need to cease to act.

AGREEMENT

I confirm that I have read and understood the contents of this letter of engagement and agree that it accurately reflects the services that I have instructed you to provide to my entity, Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i..

 Andrej Scurik (Jan 22, 2024 08:50 GMT)



2024/003

To:

Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.
Dolejškova 2155/3, Praha 8, 182 00, Česká republika

PRICE LIST:

Senior hourly rate: £80

Junior hourly rate: £45

In regards of PAYE scheme registration, we have agreed to a fixed rate of £200 and for processing payroll for 1 employee we have agreed to a fixed rate of £100 per month.

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j@sunshineaccounting.co.uk
Hampton, TW12 2AX
www.sunshineaccounting.co.uk

Company Reg.

Tel.:

e:

w:

