



SLEEK LETTER OF ENGAGEMENT

This is a service provided by Sleek Accounting Limited ('Sleek'), a company registered in the United Kingdom with entity number 10262742, and it is offered to Countingup's customers that have successfully signed up and have a business account with Countingup.

This letter of engagement (Letter) forms the agreement between you and Sleek and sets out the terms and conditions on which Sleek provides its services and customer support to you or your company (you).

1. Services available under this agreement

1.1 The list of Sleek services (the Services) made available to you are set out at the end of this Letter and shall constitute an integral part of it. The availability of Services may change, but shall not affect the Services already paid for by you.

1.2 In the event of any changes to the availability, additions or fees pertaining to the Services, we shall notify you through your registered email address accordingly. If you don't agree with the changes you can terminate the Letter and the provision of the Services by giving at least thirty (30) days' written notice.

1.3 Throughout the term of the Services, you are to provide us with all documents and information as required in order for us to comply with our internal policies, any applicable law or guidelines issued by any relevant regulatory authority and/or for any other reason that we may consider necessary from time-to-time to effectively deliver the Services. You are responsible to ensure all information and documents provided to us are at all times complete, accurate and up-to-date and we shall bear no liability whatsoever for any claims or losses suffered by you as a result of your failure to adhere to this term.

1.4 Except for paragraph 3.4, either you or Sleek may terminate this agreement by providing at least thirty (30) days' written notice to the other party. Neither Countingup nor Sleek will issue any refunds for canceled Services.

1.5 After termination of the Letter you will be able to request the records pertaining to your Company for a period of twelve (12) months from the date of termination (the "Post-Termination Period") via email to sleek@countingup.com.

1.6 Following the expiry of the Post-Termination Period, you acknowledge that your Company information may be deleted. It is your sole responsibility to maintain the records of the Company after the termination of any Services.

2. Anti money laundering legislation

2.1 Given the nature of the Services, Sleek observes the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2017 (the "Anti Money Laundering Legislation").



2.2 Because you are a Countingup customer and electronic checks in accordance with the Anti Money Laundering Legislation have already been performed, Sleek will not need to carry out further checks to provide these Services.

2.3 However, Sleek shall be entitled to request and obtain further evidence from you as part of its ongoing compliance efforts with the Anti-Money Laundering Legislation, and may carry out the same via digital means or otherwise. Sleek shall not be liable for any disruption of the Services provided to you in the event of any failure to provide the necessary information as required..

2.4 Further, Sleek 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 legal or regulatory requirements.

3. Fees

3.1 Sleek's fees for the Services provided to you are charged by Countingup on a monthly basis during the relevant financial period. Fees may vary depending on the Services you sign up to, and the changes will be communicated to you accordingly.

3.2 Fees will be collected in advance by Countingup through monthly deductions from your Countingup business account.

3.3. If there is no available balance to collect the monthly payment, Countingup will continue to attempt to take payment until your agreement is terminated and any arrears paid. You shall be solely responsible to ensure sufficient credit balance in your Countingup business account to ensure that there is no disruption of the Services due to arrears in payment.

3.4 The timely payment of fees shall be a fundamental term of this Letter. As such, the Services may be immediately terminated at any point without liability to Sleek if payment is not settled.

3.5 If your Countingup account is suspended or terminated according to Countingup's Terms and Conditions, the Services may be immediately terminated according to point 3.4 and refunds will not be provided as outlined in section 1.4.

3.6 We reserve the right to charge interest on overdue payments at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998.3.6 Should you have any questions or concerns regarding the Services or the fees, this must be notified to our support team (sleek@countingup.com) within 7 days. In the absence of a notification, you are deemed to have accepted any payments in full accordance with this Letter.

4. File destruction

4.1 Correspondence and other documents that have been held for more than six years, may be destroyed unless you request their return in writing. An administrative fee or surcharge may be imposed for returning documents by post, to be borne at your sole cost and expense.



5. Customer service

5.1 We are committed to providing a high standard of customer service. Our support team is available for you at sleek@countingup.com and it will be able to assist you with any inquiries or technical issues related to the Services.

5.2 We hope that you will not have the need to complain but if you do, we will look into your complaint carefully and promptly and do all we can to explain the position to you and address your concerns.

6. Third parties

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

7. Privacy

7.1 By accepting this Agreement, you acknowledge that you have read and agree to the [Sleek Privacy Policy](#), which forms an integral part of this Letter.

7.2 You consent to the collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the Sleek Privacy Policy.

8. Indemnity

8.1 You agree to indemnify and hold Sleek harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from:

(i) your breach of this Letter,

(ii) your use of the Sleek Services and/or

(iii) any misrepresentation or submission of false, inaccurate or outdated information made by you.

8.2 You represent, warrant and undertake that you shall comply with all applicable laws and regulations when using any Sleek Services.

8.3 You shall indemnify Sleek against any and all loss, damage, actions, judgements, claims, demands, costs, taxes and expenses (including legal and/or professional fees) however incurred by Sleek arising from your breach of this Clause 8.

8.4 Any liability by Sleek to you under this Letter shall be strictly limited to the amount of fees actually paid by you and received by Sleek.



9. Applicable law

9.1 This Letter is governed by English law and you agree to the exclusive jurisdiction of the Courts of England and Wales.

10. Acceptance and Acknowledgement

10.1 By proceeding with payment and instructions to Sleek to provide the Service to you, you hereby affirm your unconditional acknowledgement and acceptance to this Letter.

10.2 Once agreed, this Letter will remain effective from the date of signature until it is terminated. Either party may vary or terminate our authority to act for you at any time without penalty.

10.3 Sleek reserves the right to immediately terminate the Services to you without any refund of any fees paid if you fail to adhere to this Letter. You can terminate the Services by providing notice of no less than thirty (30) calendar days in writing via email to sleek@countingup.com.



SERVICES

ANNUAL ACCOUNTS – LIMITED COMPANIES

Responsibilities of Directors

As director of the company, under the Companies Acts you are responsible for ensuring that the company maintains proper accounting records and you are ultimately responsible for preparing accounts.

You undertake to keep records of sales invoices, purchase invoices, receipts and payments, together with any other documents relating to the company's transactions and activities. It might also be necessary for you to provide a record of stock at the company's year-end.

A private company is usually required to file its accounts at Companies House within 9 months of the year end. The company will be liable to fines if it fails to do so. In order to avoid this we will produce statutory accounts, suitable for filing, within the required period, provided all your records are complete and presented to us within three months of the year end, and all our queries are promptly and satisfactorily answered.

You will complete all other returns required by law, for example, confirmation statements and notifications of changes in directors and Persons of Significant Control (PSC's), unless you have asked us specifically to deal with these for you. We shall, of course, be pleased to advise you on these and any other company matters if requested.

Responsibility of the accountants

We will prepare the company's accounts on the basis of the information that is provided to us. We will also draft the accounts in accordance with the provisions of the Companies Act, and related Accounting Standards for approval by the Board.

Should our work lead us to conclude that the 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 advise you of this.

You have instructed us to prepare your financial statements for the year(s) ended %ACCOUNTSYEAREND% and subsequent years. It was agreed that we should carry out the following accounting and other services:

1. write up the accounting records of the company insofar as they are incomplete when presented to us;
2. complete the postings to the nominal ledger; and
3. prepare the accounts for approval by yourselves.

You agree that you will arrange to:

1. keep the records of receipts and balances;



2. reconcile the balances monthly with the bank statements;
3. post and balance the purchase and sales ledgers;
4. extract a detailed list of ledger balances; and
5. prepare details of the annual stocktaking, including prices and in a form which will enable us to verify the prices readily by reference to suppliers' invoices.
6. prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled.

You are responsible for the detection of irregularities and fraud. We do not undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any that we encounter in preparing your accounts, unless prohibited from doing so by the Anti Money Laundering Legislation.

We will report that in accordance with your instructions and in order to assist you to fulfil your responsibilities, we have compiled, without carrying out an audit, the accounts from your accounting records and from the information and explanations supplied to us.

We have a professional duty to compile accounts which conform with generally accepted accounting principles and which comply with the Companies Acts and applicable accounting standards.

CORPORATION TAX

We will prepare a computation for corporation tax purposes adjusted in accordance with the provisions of the Taxes Acts for %ACCOUNTSYEAREND% and all subsequent years. We will also prepare and file the corporation tax return (form CT600) required under the Corporation Tax Self Assessment regulations within 12 months of the year end. The corporation tax return, together with the supporting corporation tax computations, will be sent to you for approval and signature prior to submission to the Inspector of Taxes.

You accept that in law a taxpayer cannot contract out of his fiscal responsibilities and that computations and return forms are prepared by us as agent for the company. You also accept that you are legally responsible for making correct returns and for payment of tax on time. If we ask you for information to complete the tax return and it is not provided within the time-scale requested, so that the preparation and submission of the return are delayed, we accept no responsibility for any penalty or interest that may arise.

We will advise you of the corporation tax payments to which the company will be liable, together with the due date of payment. You must inform us immediately if the company pays or receives any interest, or transfers any asset to any shareholder.

Where necessary we will deal with any queries raised by the HM Revenue & Customs and negotiate with HM Revenue & Customs on any question of taxation interest or penalties which may arise.

Any time we need to spend over and above answering straightforward queries raised by the HM Revenue & Customs is additional work for which we will need to charge separately. We will inform you before undertaking any extra work in respect of HM Revenue & Customs enquiries.



To enable us to carry out our work you agree:

1. to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information necessary for dealing with the company's affairs. We will rely on the information and documents being true, correct and complete;
2. to respond quickly and fully to our requests for information and to other communications from us;
3. to provide us with information in sufficient time for the company's self-assessment tax return to be completed and submitted by the due date. In order to do this, we need to receive all relevant information within 5 months of the year end; and
4. to forward to us on receipt copies of all statements of account, letters and other communications received from HM Revenue & Customs and Companies House to enable us to deal with them as may be necessary within the statutory time limits.
5. we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs and undertake to authorise such third parties to communicate directly with us.

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 %PAYERTIDEADLINE% and all subsequent months.

VAT RETURNS

We will prepare and file your VAT returns for the VAT Return %VATQUARTEREND% and all subsequent VAT Returns.

We will not be responsible for any penalties or default surcharges arising from the late submission of VAT returns. However, we will endeavour to meet the relevant deadlines if we receive all the company's VAT records within 14 days of the end of the VAT return period.

You will ensure that:

1. all relevant VAT records are forwarded to us within 14 days of the end of the VAT return period;
2. valid VAT invoices are received for all payments where VAT is being reclaimed;
3. the VAT rating of the goods or services you supply ("supplies") is correct, i.e. between standard rate, reduced rate, zero rate and exempt supplies;
4. we are notified in writing of any standard or reduced rate own consumption;
5. any non-business expenditure is clearly marked on supporting invoices;
6. all supplies made by the business are shown in the records made available to us.

If you deal with your own VAT returns, we will not be responsible for checking the VAT treatment of supplies made, the deductibility of input VAT and the validity of supporting invoices unless specifically requested in writing to make a detailed review, and will charge separately for this work.

If you are not VAT registered and VAT registration becomes necessary, we will endeavour to ensure that you register in time provided that:

- you notify us in writing within 14 days of the end of each month of the total value of supplies you have made in that month; and
- you notify us immediately in writing if the value of taxable supplies that you will make in the next 30 days is likely to exceed the annual registration limit.

You or, if a company, the company and its directors remain responsible for their VAT Returns.

There are strict rules and time limits for the submission of returns and substantial penalties may arise if these are not followed. It is therefore essential that we receive full information from you promptly to enable us to ensure that the returns are submitted in time. Returns will be sent to you for approval prior to submission.



MANAGEMENT ACCOUNTS

We will prepare monthly management accounts for your business for the month ended %MAPERIODEND% and subsequent months.

We will complete the management accounts from the records, information and explanations supplied to us and prepare draft accounts for your approval.

You will be responsible for:-

1. maintaining records of all receipts and payments of cash;
2. reconciling cash book balances monthly with the bank statements;
3. posting and balancing the purchase and sales ledgers; and
4. extracting a detailed list of ledger balances.

You will also provide estimates of any stocks at the end of each period.

You understand that we will not be carrying out an audit and accordingly will not verify the assets and liabilities of the business, or expenditure and income.

The accounts will include a report that we have not carried out an audit. This report must remain attached to any accounts shown to any other parties.

We do not undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any that we encounter in preparing your accounts.

SUBCONTRACTORS

You have asked us to operate the Construction Industry Scheme (CIS) for your subcontractors. To do this, we will need the following information from you as soon as the tax month (ending the 5th of the month) has finished:

- written confirmation that you have checked or 'verified' each new subcontractor with HM Revenue & Customs; and
- written confirmation of whether HM Revenue & Customs has advised that the subcontractor should be paid gross or net and if net, what tax rate.

It is your sole responsibility to establish the employment status of each and every one of your subcontractors. We cannot accept any liability in the event that HM Revenue & Customs challenges the employment status of one or more of your subcontractors or be held responsible for any loss or consequential loss as a result of any action or penalty imposed by HM Revenue & Customs.

We will only advise on employment status if requested. Advice on employment status is additional work and will result in separate charges. We cannot give any form of guarantee or assurance that HM Revenue



& Customs will not challenge the employment status of one or more of your subcontractors. We cannot accept any liability in the event that HM Revenue & Customs challenges the employment status of one or more of your subcontractors or be held responsible for any loss or consequential loss as a result of any action or penalty imposed by HM Revenue & Customs.

CIS registration may be lost if returns are made late or tax is paid late. It is your sole responsibility to ensure you comply with the Construction Industry Scheme. We cannot be held responsible or liable for financial loss or consequential financial loss if your CIS registration is cancelled for late submission where we have not received all the necessary information as soon as the tax month has finished or for any late payment occurring as a result.

We will provide a CIS service for the month ended %CISDEADLINE% and all subsequent months.

9D/P11D BENEFITS FOR DIRECTORS AND EMPLOYEES

You have asked us to prepare forms P9D/P11D. To ensure these forms are correct, we will need details of all benefits, perks or reimbursed expenses received by the directors or employees.

There are penalties for the late submission of forms P9D/P11D. In order to avoid these, you must ensure that we receive complete and accurate details of all benefits and expenses for the tax year within 14 days of the end of the tax year.