CROSSLEY & CO CHARTERED ACCOUNTANTS

SCHEDULE 1 - PREPARATION OF STATUTORY FINANCIAL STATEMENTS IN COMPLIANCE WITH THE COMPANIES ACT 2006

This schedule should be read in conjunction with the engagement letter and the terms and conditions of business.

RESPONSIBILITIES AND SCOPE FOR FINANCIAL STATEMENTS PREPARATION SERVICES

1 YOUR RESPONSIBILTIES AS DIRECTOR(S)

- 1.1 As directors of the company, you are responsible for preparing financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). As directors you must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the company.
- 1.2 You have instructed us to prepare abridged accounts under The Small Companies and Groups (Accounts and Directors' Report) Regulations 2008 as amended. As directors, you are responsible for obtaining the necessary consents from all shareholders and for delivering the required statement to the registrar.
- 1.3 In preparing the financial statements, you are required to:
 - select suitable accounting policies and then apply them consistently;
 - make judgements and estimates that are reasonable and prudent; and
 - prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.
- 1.4 You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the company's financial position, and for ensuring that the financial statements comply with United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice and with the Companies Act 2006 and give a true and fair view.
- 1.5 You are also responsible for safeguarding the assets of the company and hence for taking reasonable steps to prevent and detect fraud and other irregularities.
- 1.6 If audit exemption is being taken, you are also responsible for deciding whether, in each financial year, the company meets the conditions for exemption from an audit, as set out in section 477, 479A or 480 of the Companies Act 2006, and for deciding whether the exemption cannot be claimed that year.
- 1.7 You are responsible for ensuring that the company complies with laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.
- 1.8 You have undertaken to make available to us, as and when required, all the company's accounting records and related financial information, including minutes of management, shareholders and directors meetings, that we need to do our work.
- 1.9 If financial information is published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, you must inform us of the electronic publication and get our consent before it occurs and ensure that it presents the financial information and chartered accountants report properly. We have the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.
- 1.10You must set up controls to prevent or detect quickly any changes to electronically published information. We are not responsible for reviewing these controls nor for keeping the information under review after it is first published. You are responsible for the maintenance and integrity of electronically published information, and we accept no responsibility for changes made to any information after it is first posted.

2 OUR RESPONSIBILTIES AS ACCOUNTANTS

2.1 You have asked us to help you prepare the financial statements in accordance with the requirements of the Companies Act 2006, to enable profits to be calculated to meet the requirements of current tax legislation and that provide sufficient and relevant information to complete a tax return. We will

- compile the financial statements for your approval based on the accounting records that you maintain and the information and explanations that you give us accordance with FRS102 Section 1A.
- 2.2 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. We will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits or reviews. Where an assurance or agreed upon procedures engagement
 - is to be undertaken, then the full details of what is to be undertaken and the result of that work needs to be agreed in writing.
- 2.3 You have told us that the company is exempt from an audit of the financial statements. We will not check whether this is the case. However, if we find that the company is not entitled to the exemption, we will inform you of this.
- 2.4 Our work will not be an audit of the financial statements in accordance with International Standards of Auditing (UK and Ireland). So we will not be able to provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error nor to identify weaknesses in internal controls.
- 2.5 Since we will not carry out an audit, nor confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements that we prepare from those records will present a true and fair view.
- 2.6 We will advise you on whether your records are adequate for preparation of the financial statements and recommend improvements.
- 2.7 We have a professional duty to compile financial statements that conform with generally accepted accounting principles from the accounting records and information and explanations given to us. The accounting policies on which the financial statements have been compiled will be disclosed in an accounting policy and will be referred to in our accountants' report. We will not compile financial statements where the accounting principles, or the accounting policies selected by management are inappropriate.
- 2.8 We also have a professional responsibility not to allow our name to be associated with financial statements which we believe may be 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 is misleading, we will withdraw from the engagement.
- 2.9 As part of our normal procedures we may ask you to confirm in writing any information or explanations given to us orally during our work.
- 2.10You have instructed us to convert the financial statements into the iXBRL (inline eXtensible Business Reporting Language) format which is required by HMRC. We will use professional software to create the tagged financial statements and you therefore agree that we can process any standard data tags without your prior approval, only referring back to you for any non-standard or judgemental areas.

3 FORM OF THE ACCOUNTANTS' REPORT

- 3.1 The accountants' report helps users derive comfort from the involvement of chartered accountants who are subject to the ethical and other guidance issued by the ICAEW in relation to the preparation of the financial information or statements. It also helps prevent users from deriving unwarranted assurance from the financial information or statements where no audit or assurance work has been performed and no opinion is expressed by the accountants.
- 3.2 We will report to the Board of Directors, as appropriate, that in accordance with this engagement letter and to assist you to fulfil your responsibilities, we have not carried out an audit but have compiled the financial statements from the accounting records 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 our work or for this report.

4 TIMING OF ACCOUNTS PREPARATION

- 4.1 We ask that you provide us with your accounting records as soon as possible after your accounting year end. Your tax return will be based upon the figures shown in your accounts us to enable us to prepare your tax return before any applicable deadline; it is in your interest to provide us with your accounting records promptly.
- 4.2 We will endeavour to prepare you accounts promptly once you have provided your accounting records to us. If you wish us to prepare your accounts by a certain date please discuss this with your appointed contact who usually deals with your affairs. Please help us to prepare your accounts quickly and efficiently by answering any questions that may arise and by providing any missing information promptly.

5 OUR FEES

- 5.1 For new clients it is likely that when you first became a client of Crossley & Co we will have agreed with you a fee for the preparation of your accounts.
- 5.2 For clients where we have prepared your accounts for the prior year/period then, unless we agreed with you otherwise, your fee will increase by no more than 5% compared to the previous year. This is on the basis that your nature and size of your business is essentially the same as the previous period and that you have continued to maintain your accounting records to a similar standard and have provided us with your accounting records promptly and have answered any questions efficiently. We are always happy to provide a written fee quote prior to commencing any job, if you require a quote then please speak to a director or to the manager usually responsible for your job.
- 5.4 Where proper accounting records have not been maintained or where information has not been provided to us quickly and efficiently we reserve the right to increase our fee to cover the additional time cost incurred by us.

6 COMPANY SECRETARIAL

- 6.1 A private company is required to file its financial statements at Companies House within nine months of the year end. The company will be liable to a fine if it fails to do so. We accept no responsibility for fines or regulatory action taken against the directors where the statutory financial statements are not available for filing.
- 6.2 We have agreed to act as your agent, and to; submit the financial statements to the Registrar of Companies, complete and submit the company's annual return, complete and submit any other forms which are required by law to be filed at Companies House, provided that you keep us fully informed of any relevant changes or events which are required to be notified to Companies House, within one week of the change or event and maintain the statutory books.