

COMPANY REGISTRATION NUMBER: 06986325
CHARITY REGISTRATION NUMBER: 1136676

Black Country Foodbank Limited
Company Limited by Guarantee
Financial Statements
31 March 2024

Black Country Foodbank Limited

Company Limited by Guarantee

Financial Statements

Year ended 31 March 2024

	Pages
Trustees' annual report (incorporating the director's report)	1 to 8
Independent auditor's report to the trustees	9 to 12
Statement of financial activities (including income and expenditure account)	13
Statement of financial position	14
Statement of cash flows	15
Notes to the financial statements	16 to 27

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report)

Year ended 31 March 2024

The trustees, who are also the directors for the purposes of company law, present their report and the financial statements of the charity for the year ended 31 March 2024.

Reference and administrative details

Registered charity name Black Country Foodbank Limited

Charity registration number 1136676

Company registration number 06986325

Principal office and registered office 3B Swallowfield Courtyard
Wolverhampton Road
Oldbury
West Midlands
B69 2JG

The trustees

Mr C Maltby (Resigned 1 March 2024)

Mr S Badhan

Ms J Corns (Resigned 19 September 2024)

Mr J M Russell

Ms P La Rue

Mr L Massey

Auditor

BSN Associates Limited
Chartered accountants & statutory auditor
3B Swallowfield Courtyard
Wolverhampton Road
Oldbury
West Midlands
B69 2JG

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Structure, governance and management

The organisation is a charitable company limited by guarantee (registered in England and Wales). The organisation was incorporated on 10th August 2009 and became a registered charity under the Chairmans Act on 30th June 2010. The charity commenced its activities from the 1st July 2010 and this is its thirteenth year of operations.

The charity is governed by its Memorandum and Articles of Association as amended by special resolution on the 22nd March 2010.

The Board of Trustees who are also directors of the charity for the purpose of the Companies Act, have overall responsibility for the direction, management and control of the charity.

The Board shall comprise of no fewer than two members and there is no maximum number of members. At the end of the reporting period there were a total of six members, all of whom are unpaid.

The Board have the power to appoint a member at any time to fill a casual vacancy or as an addition to the existing members. Members are appointed according to their relevant skills, competencies and experience which is assessed by the existing board of members. Every year one third of the members holding office must retire, these members will be the ones who have held office the longest. The Board may fill the vacated office by electing an individual to office and in default the retiring member shall if offering themselves for re-election, be deemed to have been re-elected unless the Board resolve not to fill the vacated office. A member can retire at any point by resigning his office in writing.

All new members receive a full induction into the charities operations by existing members.

The liabilities of members is limited to their guarantee. In the event of the company being wound up, members are required to contribute an amount not exceeding £1.

The Charity is managed on a day-to-day basis by the Chief Executive Officer (CEO) who reports to the board of Trustees on a regular basis. Trustees' meetings are held on a quarterly basis.

Aims and purpose

Black Country Foodbank exists to help vulnerable individuals and families in crisis through the provision of emergency food supplies while a longer -term solution is developed. The services that we provide have an enormous impact on the people who use them, giving them breathing space at a time of great need.

Our three core values are:

To Love:- Responding to the needs of those in crisis,

To Connect:- Engaging organisations throughout the Black Country in our vision,

To Invest:- Working with volunteers and staff

Our areas of operations cover the Black Country region: with twenty eight (28) distribution centres (branches) across Dudley, Walsall and Sandwell boroughs. All distribution centres are supported from a central warehouse function based in Brierly Hill in the Dudley Borough.

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Objectives and activities

Black Country Foodbank is committed to delivering a responsive service involving the distribution of food, toiletries and household items to those who, following a needs assessment, have been referred to us by a diverse range of frontline agencies (voucher holders) due to being in crisis.

While the voucher-holding agency puts interventions in place to help the families and individuals in the longer term, we will not only feed but also to look to 'signpost' the service user to other sources of care and support on a personal, case-by-case basis.

The organisations roots are in the Christian faith however we are entirely committed to helping anyone who needs our support, young, old, single people and families from all backgrounds, religious beliefs (if any) and ethnic origin, without prejudice. We aim to treat everyone fairly and with dignity. Our policies are robust in ensuring that there is no place for any form of discrimination, be that with those we help, the broad spectrum of those we accept donations from and those we recruit as staff and/ or volunteers.

The Trustees have confidence that the organisations operating model provides reassurance to donors, prospective donors, agencies and the wider community that no abuse of the system is possible. Voucher holding agencies adhere to a robust system of needs assessment to ensure only those in genuine need are supported and are engaged with regularly and supported as necessary.

Achievement, performance and volunteers

This financial year at Black Country Foodbank has continued to see demand grow around its core services and the organisation continues to be agile in its response to a challenging and changing macro environment. The cost-of-living crisis continues to challenge families locally and the political landscape remains uncertain and also little signs of abating.

As an organisation, Black Country Foodbank draws upon its strength and resilience that has been displayed over a number of years to remain front and centre and committed to be remain on the frontline providing a trusted service respected by local authorities and partners who value the dedication of our core staff and our volunteers who's passion to make a difference is refreshing and humbling.

It is through this dedication and passion that Black Country Foodbank will continue to strive to meet the needs of our local communities through love, connection and investment which are our core values which underpin the organisation.

Through the Financial Year 2023-24, we have seen the following develop through not only our Impact Report but through the key measures used to help assess the current position,

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Key measures

	2023-24	2022-23	Var % YOY
Total People accessing provision (DC's & Central)	43,728	39,771	10%
Including Children	17,066	14,738	18%
Total Equivalent Meals Provided (Partner Projects Only)	27,249	35,582	-23%
Total Food Distributed (25 DC's, Central & Partners) In Tonnes	283	277	2%
Total Donations (DC's & Central) In Tonnes (a)	339	267 (a)	13%

Note

- a) This excludes purchased items however purchased items will now be included in all reporting and is included within the 2023-24 totals.

We continue to remain amazed by the generosity of local people, organisations, faith groups, schools who donate time, finance and food to Black Country Foodbank and our team have worked hard to make sure everything is shared across our network and partners, and we continue to create a firm foundation to allow us as an organisation to do more.

We continue to collaborate with other support agencies including Dudley CVS, local authorities, Citizens Advice, Welfare Rights, Homeless Services as well as other charities to continuously improve support to those in our local communities.

The cost-of-living challenges have been seen through this period and continue to be a real risk and challenge of which Black Country Foodbank continue to maintain its focus on the delivery of its core objective - To help vulnerable individuals and families in crisis through the provision of emergency food supplies while a longer-term solution is developed.

The "Impact Report" continues to highlight the key challenges faced and we continue to develop the format to highlight the demand and the pressures that are being experienced within our local communities.

The recipe card and provision initiative continue to grow as a complementary provision to food parcels and its simplicity is helping to support a positive change and continues to grow and we will develop this channel further in the coming years.

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Achievements and performance

Public benefit

Under the Charities Act 2011, charities are required to demonstrate that their aims are for the public benefit. The two key principles which must be met in this context are, first, that there must be an identifiable benefit or benefits; and secondly, that the benefit must be to the public, or a section of the public. Charity trustees must ensure that they carry out their charity's aims for the public benefit, must have regard to the Charity Commission's guidance, and must report on public benefit in their Annual Report.

The charities board of trustees regularly monitors and reviews the success of the organisation in meeting its key objectives of relieving financial hardship, sickness and needs of people. The Trustees confirm, in the light of the guidance, that these aims fully meet the public benefit test and that all the activities of the charity, described in the Report of the Trustees, are undertaken in pursuit of these aims.

Financial review

The charities total incoming resources for the year were £1,433,901 (2023: £1,426,938) which were generated primarily from donations received from the public and various organisations and grants. The total resources expended of the charity were £1,120,129 (2023: £1,094,829) and represent the costs incurred to enable the charity to carry out its operations. The charity made a surplus for the year of £313,772 (2023: £332,109).

Reserves and going concern

The trustees consider that 25% of the charities annual operating expenses (excluding donated goods) is a reasonable level of unrestricted funds to retain, to allow the charity to have sufficient funds going forward to meet its obligations.

	2024	2023
	£	£
Unrestricted Funds	1,072,652	836,548
Restricted Funds	280,175	202,507
Total Funds	1,352,827	1,039,055
<hr/>		
% of unrestricted funds to annual operating expenditure	421	498

Black Country Foodbank directors are incredibly aware of the generosity of individuals, organisations over the pandemic who have boosted funds to support the ongoing aims of the charity as we face unprecedented times and challenges not only through this reporting period but also in the short to medium term.

Through this reporting period, we have also seen an increase in regular donations of which we are humble to receive, and we also received a Lottery Grant in February 2024 with a condition of spending before the end of March 2024 which has maintained the level of reserves which were forecast to be reduced over this reporting period.

Through the structural organisational changes made, the requirements to purchase additional food and toiletries to meet and maintain demand whilst physical donations reduced and also the acceleration of the Recipe programme as well as other project development, we forecast the level of reserves to reduce through the next reporting period.

The trustees are pleased to report that the charities reserves policy has been met and that the charity intends to use its reserves to further its objectives.

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Financial review *(continued)*

Risk management and internal control

The Trustees have overall responsibility for ensuring that the organisation operates an appropriate system of controls, financial and otherwise to provide reasonable assurance that:

- the charity is operating efficiently and effectively
- proper records are maintained and financial information, used within the charity or for publication, is reliable
- the charity complies with relevant laws and regulations.

They do this by reviewing the up to date financial information of the charity including a review of its financial procedures and identifying and managing risks that the charity is exposed to.

Plans for future periods

Black Country Foodbank remain committed to the objective of its core purpose of providing nutritionally balanced food provision in a time of crisis however agility and response to the ever-changing macro environments will be required in the short to medium term. Over the past few years we have demonstrated our resilience and response to those in need throughout the Black Country and our focus on partnership has helped to strengthen our position of trust within the local authorities, organisations and also the local communities we serve and this will continue further as we align our structure to support and grow.

We are aware daily of the efforts and diligence that our staff team and volunteers make to ensure donated food is processed and distributed as effectively as possible and without question we remain humble by the local communities who chose us to make food and financial donations to where we can make a difference despite challenging times.

We are acutely aware that cost of living pressures continues to grow and put pressure on the most vulnerable within our local communities and we are committed throughout 2024-25, to continue to deliver on our core purpose through our network of volunteers providing food for those in crisis throughout the Black Country.

However, this in turn will see an increase in spend for food and toiletries provision and we forecast that this will continue to grow over the short term and we will adapt our processes and policies to continue to meet the need but also the responsibilities and duties that come with this step change and will release suitable and sufficient reserves in-line with our processes to enable action and response.

This in turn will mean that our network will expand to include the opening of new distribution centres across the Black Country but also to increase our capacity centrally to maintain which means we will need to grow our capabilities whilst also continuously reviewing our network model to ensure the most effective methods of operations. We continuously review capacity through our central warehouse and operations to ensure that we continue to support and deliver on our vision and will look for a further satellite centre should the need arise and will release reserves appropriately to support demand in-line with our vision and processes.

By creating capacity and a firm foundation through new distribution centres, process and policy reviews, we will be able to develop and further expand “wrap-around” services to support the service user’s wider needs.

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Key priorities for the coming period include,

- Accelerate the Recipe Card provision and expand a wider offering and reach
- Support additional items to support service users such as Slow Cookers/ Hot Water Bottles/ Travel Cards
- Increase support levels with aligned central co-ordination but also support services at our Foodbanks
- Review central resource levels to support not only demand pressures but also to develop support services and to adapt to new ways of working
- Partnership development and growth

Trustees' responsibilities statement

The trustees, who are also directors for the purpose of company law, are responsible for preparing the trustees' report and the financial statements in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

Company law requires the charity trustees to prepare financial statements for each year which give a true and fair view of the state of affairs of the charitable company and the incoming resources and application of resources, including income and expenditure, for that period.

In preparing these financial statements, the trustees are required to

- Select suitable accountancy policies and then apply them consistently;
- Observe the methods and principles in the applicable Charities SORP;
- Make judgements and accounting estimates that are reasonable and prudent;
- Prepare the financial statements on the going concern basis unless it is appropriate to presume that the charity will continue in business.

The trustees are responsible for keeping adequate accountancy records that are sufficient to show and explain the charity's transactions and disclose with reasonable accuracy at any time the financial position of the charity and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable steps for the prevention and the detection of fraud and other irregularities.

Auditor

Each of the persons who is a trustee at the date of approval of this report confirms that:

- so far as they are aware, there is no relevant audit information of which the charity's auditor is unaware; and
- they have taken all steps that they ought to have taken as a trustee to make themselves aware of any relevant audit information and to establish that the charity's auditor is aware of that information.

Black Country Foodbank Limited

Company Limited by Guarantee

Trustees' Annual Report (Incorporating the Director's Report) *(continued)*

Year ended 31 March 2024

Small company provisions

This report has been prepared in accordance with the provisions applicable to companies entitled to the small companies exemption.

The trustees' annual report was approved on 13th December 2024 and signed on behalf of the board of trustees by:

Jason Russell

Mr J M Russell
Trustee

Black Country Foodbank Limited

Company Limited by Guarantee

Independent Auditor's Report to the Members of Black Country Foodbank Limited

Year ended 31 March 2024

Opinion

We have audited the financial statements of Black Country Foodbank Limited (the 'charity') for the year ended 31 March 2024 which comprise the statement of financial activities (including income and expenditure account), statement of financial position, statement of cash flows and the related notes, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:

- give a true and fair view of the state of the charity's affairs as at 31 March 2024 and of its incoming resources and application of resources, including its income and expenditure, for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice;
- have been prepared in accordance with the requirements of the Companies Act 2006 and the Charities Act 2011.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the charity in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

In auditing the financial statements, we have concluded that the trustees' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the charity's ability to continue as a going concern for a period of at least twelve months from when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the trustees with respect to going concern are described in the relevant sections of this report.

Black Country Foodbank Limited

Company Limited by Guarantee

Independent Auditor's Report to the Members of Black Country Foodbank Limited *(continued)*

Year ended 31 March 2024

Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The trustees are responsible for the other information. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the trustees' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the trustees' report has been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception

In the light of the knowledge and understanding of the charity and its environment obtained in the course of the audit, we have not identified material misstatements in the trustees' report.

We have nothing to report in respect of the following matters in relation to which the Companies Act 2006 and the Charities Act 2011 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of trustees' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or
- the trustees were not entitled to prepare the financial statements in accordance with the small companies regime and take advantage of the small companies' exemptions in preparing the directors' report and from the requirement to prepare a strategic report.

Black Country Foodbank Limited

Company Limited by Guarantee

Independent Auditor's Report to the Members of Black Country Foodbank Limited *(continued)*

Year ended 31 March 2024

Responsibilities of trustees

As explained more fully in the trustees' responsibilities statement, the trustees (who are also the directors for the purposes of company law) are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the trustees determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the trustees are responsible for assessing the charity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the trustees either intend to liquidate the charity or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

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

Irregularities, including fraud, are instances of non-compliance with laws and regulations. We design procedures in line with our responsibilities, outlined above, to detect material misstatements in respect of irregularities, including fraud. The extent to which our procedures are capable of detecting irregularities, including fraud is detailed below:

Irregularities that result from fraud might be inherently more difficult than irregularities that result from error, which gives rise to a risk of material misstatement. We are of the opinion that the planned audit approach, the documentation and interrogation of the entity's controls means that the audit procedures carried out were capable of detecting irregularities, including fraud. We have also reviewed financial statement disclosures and tested these to supporting documentation to assess compliance with applicable laws and regulations. We have audited the risk of management override of controls, including through testing journal entries and other adjustments for appropriateness, and evaluating the business rationale of significant transactions outside the normal course of business. We have also made enquiries of entity staff in tax and compliance functions to identify any instances of non-compliance with laws and regulations.

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.

Black Country Foodbank Limited

Company Limited by Guarantee

Independent Auditor's Report to the Members of Black Country Foodbank Limited *(continued)*

Year ended 31 March 2024

- Conclude on the appropriateness of the trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the charity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the charity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

Use of our report

This report is made solely to the charity's members, as a body, in accordance with section 144 of the Charities Act 2011 and regulations made under section 154 of that Act. Our audit work has been undertaken so that we might state to the charity's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the charity and the charity's members as a body, for our audit work, for this report, or for the opinions we have formed.

Hannah Justice FCA FCCA (Senior Statutory Auditor)

For and on behalf of
BSN Associates Limited
Chartered accountants & statutory auditor
3B Swallowfield Courtyard
Wolverhampton Road
Oldbury
West Midlands
B69 2JG

13th December 2024

Black Country Foodbank Limited

Company Limited by Guarantee

Statement of Financial Activities (including income and expenditure account)

Year ended 31 March 2024

		2024			2023
		Unrestricted funds	Restricted funds	Total funds	Total funds
	Note	£	£	£	£
Income and endowments					
Donations and legacies	5	344,547	1,053,689	1,398,236	1,414,002
Investment income	6	35,665	-	35,665	12,936
Total Income		<u>380,212</u>	<u>1,053,689</u>	<u>1,433,901</u>	<u>1,426,938</u>
Expenditure					
Expenditure on charitable activities	7,8	159,524	960,605	1,120,129	1,094,829
Total expenditure		<u>159,524</u>	<u>960,605</u>	<u>1,120,129</u>	<u>1,094,829</u>
Net income		<u>220,688</u>	<u>93,084</u>	<u>313,772</u>	<u>332,109</u>
Transfers between funds		15,416	(15,416)	-	-
Net movement in funds		<u>236,104</u>	<u>77,668</u>	<u>313,772</u>	<u>332,109</u>
Reconciliation of funds					
Total funds brought forward		<u>836,548</u>	<u>202,507</u>	<u>1,039,055</u>	<u>706,946</u>
Total funds carried forward		<u>1,072,652</u>	<u>280,175</u>	<u>1,352,827</u>	<u>1,039,055</u>

The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.

The notes on pages 16 to 27 form part of these financial statements.

Black Country Foodbank Limited

Company Limited by Guarantee

Statement of Financial Position

31 March 2024

	Note	2024 £	2023 £
Fixed assets			
Tangible fixed assets	14	10,385	15,113
Current assets			
Stocks	15	76,453	—
Debtors	16	7,772	8,845
Cash at bank and in hand		1,262,026	1,019,249
		<u>1,346,251</u>	<u>1,028,094</u>
Creditors: amounts falling due within one year	17	<u>3,809</u>	<u>4,152</u>
Net current assets		<u>1,342,442</u>	<u>1,023,942</u>
Total assets less current liabilities		<u>1,352,827</u>	<u>1,039,055</u>
Net assets		<u>1,352,827</u>	<u>1,039,055</u>
Funds of the charity			
Restricted funds		280,175	202,507
Unrestricted funds		<u>1,072,652</u>	<u>836,548</u>
Total charity funds	19	<u>1,352,827</u>	<u>1,039,055</u>

These financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies' regime.

These financial statements were approved by the board of trustees and authorised for issue on 13th December 2024, and are signed on behalf of the board by:

Jason Russell

Mr J M Russell
Trustee

The notes on pages 16 to 27 form part of these financial statements.

Black Country Foodbank Limited

Company Limited by Guarantee

Statement of Cash Flows

Year ended 31 March 2024

	2024 £	2023 £
Cash flows from operating activities		
Net income	313,772	332,109
<i>Adjustments for:</i>		
Depreciation of tangible fixed assets	10,426	13,870
Other interest receivable and similar income	(35,665)	(12,936)
Interest payable and similar charges	191	259
Accrued (income)/expenses	(343)	246
<i>Changes in:</i>		
Stocks	(76,453)	–
Trade and other debtors	1,073	(6,164)
Cash generated from operations	213,001	327,384
Interest paid	(191)	(259)
Interest received	35,665	12,936
Net cash from operating activities	248,475	340,061
Cash flows from investing activities		
Purchase of tangible assets	(5,698)	(1,128)
Proceeds from sale of tangible assets	–	1,476
Net cash (used in)/from investing activities	(5,698)	348
Net increase in cash and cash equivalents	242,777	340,409
Cash and cash equivalents at beginning of year	1,019,249	678,840
Cash and cash equivalents at end of year	1,262,026	1,019,249

The notes on pages 16 to 27 form part of these financial statements.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements

Year ended 31 March 2024

1. General information

The charity is a public benefit entity and a private company limited by guarantee, registered in England and Wales and a registered charity in England and Wales. The address of the registered office is 3B Swallowfield Courtyard, Wolverhampton Road, Oldbury, West Midlands, B69 2JG.

2. Statement of compliance

These financial statements have been prepared in compliance with FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland', the statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) (Charities SORP (FRS 102)), the Charities Act 2011 and the Companies Act 2006.

3. Accounting policies

Basis of preparation

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial assets and liabilities and investment properties measured at fair value through income and expenditure.

The financial statements are prepared in sterling, which is the functional currency of the entity.

The entity constitutes a public benefit entity as defined in FRS102.

Going concern

There are no material uncertainties about the charity's ability to continue.

Changes in accounting policies

The charity has changed how it recognises its donated goods in the year, previously it recognised such items when they were distributed to beneficiaries. However due to the charity now also purchasing goods for distribution such donations are now recognised on receipt in stock and income and expensed when distributed to beneficiaries.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

There are no significant estimates or judgements that have been used in the preparation of the accounts.

Fund accounting

Unrestricted funds are available for use at the discretion of the trustees to further any of the charity's purposes.

Restricted funds are subjected to restrictions on their expenditure declared by the donor or through the terms of an appeal or grant.

Designated funds are funds designated by the trustees from the general funds of a charity for a specific purpose.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

3. Accounting policies *(continued)*

Incoming resources

All income is included in the statement of financial activities when entitlement has passed to the charity, it is probable that the economic benefits associated with the transaction will flow to the charity and the amount can be reliably measured. The following specific policies are applied to particular categories of income:

- Income from donations or grants is recognised when there is evidence of entitlement to the gift, receipt is probable and its amount can be measured reliably.
- Income from donated goods is measured at the fair value of the goods on receipt from the donor, fair value is calculated as the average price across brands and supermarkets. Donated facilities and services are recognised in the accounts when received if the value can be reliably measured. No amounts are included for the contribution of general volunteers.
- Investment income is recognised when receivable and is shown gross to include income tax recovered and recoverable. Investment income comprises interest on cash balances.
- Grants received specifically for the provision of services as part of the charitable activities are accounted for on the basis of amounts receivable for the year.

Resources expended

Expenditure is recognised on an accruals basis as a liability is incurred. Expenditure includes any VAT which cannot be fully recovered, and is classified under headings of the statement of financial activities to which it relates:

- Expenditure on raising funds includes the costs of all fundraising activities, events, non-charitable trading activities, and the provision of donated goods.
- Expenditure on charitable activities includes all costs incurred by a charity in undertaking activities that further its charitable aims for the benefit of its beneficiaries, including those support costs and costs relating to the governance of the charity apportioned to charitable activities.
- Other expenditure includes all expenditure that is neither related to raising funds for the charity nor part of its expenditure on charitable activities.

All costs are allocated to expenditure categories reflecting the use of the resource. Direct costs attributable to a single activity are allocated directly to that activity. Shared costs are apportioned between the activities they contribute to on a reasonable, justifiable and consistent basis.

Operating leases

Lease payments are recognised as an expense over the lease term on a straight-line basis. The aggregate benefit of lease incentives is recognised as a reduction to expense over the lease term, on a straight-line basis.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

3. Accounting policies *(continued)*

Tangible assets

Tangible assets are initially recorded at cost, and subsequently stated at cost less any accumulated depreciation and impairment losses. Any tangible assets carried at revalued amounts are recorded at the fair value at the date of revaluation less any subsequent accumulated depreciation and subsequent accumulated impairment losses.

An increase in the carrying amount of an asset as a result of a revaluation, is recognised in other recognised gains and losses, unless it reverses a charge for impairment that has previously been recognised as expenditure within the statement of financial activities. A decrease in the carrying amount of an asset as a result of revaluation, is recognised in other recognised gains and losses, except to which it offsets any previous revaluation gain, in which case the loss is shown within other recognised gains and losses on the statement of financial activities.

Depreciation

Depreciation is calculated so as to write off the cost or valuation of an asset, less its residual value, over the useful economic life of that asset as follows:

Leashold Property Improvements	-	10% straight line
Fixtures and Fittings	-	15% straight line
Motor Vehicles	-	25% straight line
Equipment	-	33% straight line

Impairment of fixed assets

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

For the purposes of impairment testing, when it is not possible to estimate the recoverable amount of an individual asset, an estimate is made of the recoverable amount of the cash-generating unit to which the asset belongs. The cash-generating unit is the smallest identifiable group of assets that includes the asset and generates cash inflows that largely independent of the cash inflows from other assets or groups of assets.

Stocks

Stocks represent donated food and other supplies that have been donated and purchased by the charity. They are valued at their fair value which is calculated as an average across both brands and supermarkets.

Defined contribution plans

Contributions to defined contribution plans are recognised as an expense in the period in which the related service is provided. Prepaid contributions are recognised as an asset to the extent that the prepayment will lead to a reduction in future payments or a cash refund.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

3. Accounting policies *(continued)*

Defined contribution plans *(continued)*

When contributions are not expected to be settled wholly within 12 months of the end of the reporting date in which the employees render the related service, the liability is measured on a discounted present value basis. The unwinding of the discount is recognised as an expense in the period in which it arises.

4. Limited by guarantee

The company is limited by guarantee and the liability of the members is limited to £1, in case of winding up.

5. Donations and legacies

	Unrestricted Funds £	Restricted Funds £	Total Funds 2024 £
Donations			
Donations received	283,053	2,766	285,819
Donations received of food, toiletries and household items for those in crisis	–	941,608	941,608
Grants			
Grants receivable	61,494	109,315	170,809
	<u>344,547</u>	<u>1,053,689</u>	<u>1,398,236</u>
	Unrestricted Funds £	Restricted Funds £	Total Funds 2023 £
Donations			
Donations received	301,297	7,431	308,728
Donations received of food, toiletries and household items for those in crisis	–	926,923	926,923
Grants			
Grants receivable	55,852	122,499	178,351
	<u>357,149</u>	<u>1,056,853</u>	<u>1,414,002</u>

This year the trustees have estimated the value of the amount of food, toiletries and household items received from donors which they have distributed to those in crisis to be £941,608 (2023: £926,923) the value is based on an average cost per kilogram of parcels distributed.

6. Investment income

	Unrestricted Funds £	Total Funds 2024 £	Unrestricted Funds £	Total Funds 2023 £
Bank interest receivable	<u>35,665</u>	<u>35,665</u>	<u>12,936</u>	<u>12,936</u>

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

7. Expenditure on charitable activities by fund type

	Unrestricted Funds £	Restricted Funds £	Total Funds 2024 £
Provision of food, toiletries and household items to those in crisis	900	938,266	939,166
Support costs	158,624	22,339	180,963
	<u>159,524</u>	<u>960,605</u>	<u>1,120,129</u>
	Unrestricted Funds £	Restricted Funds £	Total Funds 2023 £
Provision of food, toiletries and household items to those in crisis	30	942,185	942,215
Support costs	143,600	9,014	152,614
	<u>143,630</u>	<u>951,199</u>	<u>1,094,829</u>

8. Expenditure on charitable activities by activity type

	Activities undertaken directly £	Support costs £	Total funds 2024 £	Total fund 2023 £
Provision of food, toiletries and household items to those in crisis	939,166	170,479	1,109,645	1,078,795
Governance costs	—	10,484	10,484	16,034
	<u>939,166</u>	<u>180,963</u>	<u>1,120,129</u>	<u>1,094,829</u>

9. Analysis of support costs

	Total 2024 £	Total 2023 £
Staff costs	99,675	76,747
Premises	8,200	8,200
Communications and IT	4,462	5,725
Heat and Light	2,904	2,670
Governance costs	10,484	16,034
Insurance	2,606	1,383
Repairs & maintenance	3,130	2,612
Motor & travel expenses	8,532	10,502
Other office costs	20,925	7,515
Contracted assistance	8,033	5,032
Fundraising costs	1,586	2,324
Depreciation	10,426	13,870
	<u>180,963</u>	<u>152,614</u>

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

10. Net income

Net income is stated after charging/(crediting):

	2024	2023
	£	£
Depreciation of tangible fixed assets	<u>10,426</u>	<u>13,870</u>

11. Auditors remuneration

	2024	2023
	£	£
Fees payable for the audit of the financial statements	<u>2,000</u>	<u>1,890</u>

12. Staff costs

The total staff costs and employee benefits for the reporting period are analysed as follows:

	2024	2023
	£	£
Wages and salaries	95,517	75,427
Social security costs	2,219	–
Employer contributions to pension plans	<u>1,939</u>	<u>1,320</u>
	<u>99,675</u>	<u>76,747</u>

The average head count of employees during the year was 5 (2023: 5). The average number of full-time equivalent employees during the year is analysed as follows:

	2024	2023
	No.	No.
Number of staff	<u>5</u>	<u>5</u>

No employee received employee benefits of more than £60,000 during the year (2023: Nil).

13. Trustee remuneration and expenses

No remuneration or other benefits from employment with the charity or a related entity were received by the trustees

No expenses have been reimbursed by the charity to its trustees in either the current or prior year.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

14. Tangible fixed assets

	Land and buildings £	Fixtures and fittings £	Motor vehicles £	Equipment £	Total £
Cost					
At 1 April 2023	47,197	8,784	31,559	15,005	102,545
Additions	—	4,041	—	1,657	5,698
Disposals	—	(189)	—	(1,323)	(1,512)
At 31 March 2024	47,197	12,636	31,559	15,339	106,731
Depreciation					
At 1 April 2023	43,092	5,290	25,601	13,449	87,432
Charge for the year	4,105	1,339	3,250	1,732	10,426
Disposals	—	(189)	—	(1,323)	(1,512)
At 31 March 2024	47,197	6,440	28,851	13,858	96,346
Carrying amount					
At 31 March 2024	—	6,196	2,708	1,481	10,385
At 31 March 2023	4,105	3,494	5,958	1,556	15,113

15. Stocks

	2024 £	2023 £
Goods for distribution to beneficiaries	76,453	—

16. Debtors

	2024 £	2023 £
Prepayments and accrued income	7,772	8,845

17. Creditors: amounts falling due within one year

	2024 £	2023 £
Accruals and deferred income	3,809	4,152

18. Pensions and other post retirement benefits

Defined contribution plans

The amount recognised in income or expenditure as an expense in relation to defined contribution plans was £1,939 (2023: £1,320).

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

19. Analysis of charitable funds

Unrestricted funds

	At 1 April 2023	Income	Expenditure	Transfers	At 31 March 2024
	£	£	£	£	£
General funds	836,548	379,212	(159,152)	15,416	1,072,024
Designated Funds	–	1,000	(372)	–	628
	<u>836,548</u>	<u>380,212</u>	<u>(159,524)</u>	<u>15,416</u>	<u>1,072,652</u>

	At 1 April 2022	Income	Expenditure	Transfers	At 31 March 2023
	£	£	£	£	£
General funds	610,154	370,085	(143,630)	(61)	836,548
Designated Funds	–	–	–	–	–
	<u>610,154</u>	<u>370,085</u>	<u>(143,630)</u>	<u>(61)</u>	<u>836,548</u>

Restricted funds

	At 1 April 2023	Income	Expenditure	Transfers	At 31 March 2024
	£	£	£	£	£
Restricted Funds	<u>202,507</u>	<u>1,053,689</u>	<u>(960,605)</u>	<u>(15,416)</u>	<u>280,175</u>

	At 1 April 2022	Income	Expenditure	Transfers	At 31 March 2023
	£	£	£	£	£
Restricted Funds	<u>96,792</u>	<u>1,056,853</u>	<u>(951,199)</u>	<u>61</u>	<u>202,507</u>

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

19. Analysis of charitable funds *(continued)*

Restricted funds can be analysed by fund as follows.

	Bought Forward	Grants and donations received	Grants and donations spent	Depreciation on fixed assets	Transfer of funds	Carried Forward
Equipment	1,995	-	-	929	-	1,066
Food	186,929	944,874	889,267	-	72	242,608
Baby Items	5,220	-	2,810	-	-	2,410
Frederick Pearson	2,500	2,000	4,504	-	4	-
Carrier Bags	599	-	444	-	(1)	154
Walsall MBC	2,062	-	-	1,125	-	937
Sandwell Council	2,319	-	2,304	-	(15)	-
Computer	202	-	-	202	-	-
Halo Phones	671	-	671	-	-	-
Van Costs	10	-	-	-	(10)	-
Belvedere	-	5,000	-	-	-	5,000
Groundwork - Tesco	-	750	750	-	-	-
Dudley MBC	-	3,220	653	-	(2,567)	-
Headley Trust	-	5,000	-	-	-	5,000
Lottery COL	-	54,145	43,091	-	(11,054)	-
Nisa	-	200	200	-	-	-
Richardson Brothers	-	3,000	-	-	-	3,000
Sandwell MBC	-	15,500	13,655	-	(1,845)	-
Sandwell MBC HSF	-	20,000	-	-	-	20,000
	<u>202,507</u>	<u>1,053,689</u>	<u>958,349</u>	<u>2,256</u>	<u>(15,416)</u>	<u>280,175</u>

Equipment

Relates to grants and funds received towards IT equipment which are being utilised over the life of the asset.

Food

Further donations of £944,874 were received in the year towards the provision for food for those in crisis. Appropriate costs have been allocated against the fund with the fund balance being carried forward to next year when it will continue to be used.

Baby items

Relates to funds received to specifically fund baby items the remaining balance is to be carried forward to next year where it will continue to be used.

Frederick Pearson

Grants of £4,500 have been received from the Charity of Frederick Pearson Fisher to spend on the cost of technology for the recipe bags project.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

19. Analysis of charitable funds *(continued)*

Carrier bags

Income was received in the prior year of £2,000 with appropriate costs being allocated to the fund which will be carried forward to be spent in future periods.

Computer

Grants and donations received are to allow the charity to update and maintain its IT systems. Appropriate costs have been allocated to the fund which will be carried forward and utilised as appropriate in future years.

Walsall MBC

A grant was received in prior years from Walsall MBC to fund a new vehicle and its associated running costs. Appropriate costs have been allocated to the fund which will be carried forward to future periods.

Van Running Costs

Grants were received in the prior year totalling £4,020 from the Lottery and Heart of England. This money is to be spent on the running costs of the distribution vans. Appropriate costs have been allocated to the fund which will be carried forward to future periods.

Belvedere

Grants of £5,000 were received in the year towards the provision for food for those in crisis. The fund balance has been carried forward to next year when it will be used.

Groundwork - Tesco

Grants of £750 were received in the year towards the provision for food and toiletries for those in crisis. Appropriate costs have been allocated against the fund within the year.

Dudley MBC

Grants of £3,220 were received in the year towards the provision for recipe bags for those in crisis. Appropriate costs have been allocated against the fund within the year.

Headley Trust

Grants of £5,000 were received in the year towards the provision for food and toiletries for those in crisis. The fund balance has been carried forward to next year when it will be used.

Lottery Col

Grants of £54,145 were received in the year towards the expenditure on wage costs , food and toiletries , staff training , carrier bags, pallet trucks and food storage crates. Appropriate costs have been allocated against the fund within the year.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

19. Analysis of charitable funds *(continued)*

Nisa

Donations of £200 were received in the year towards the provision for food and toiletries for those in crisis. Appropriate costs have been allocated against the fund within the year.

Richardson Brothers

Donations of £3,000 were received in the year towards the provision for food for those in crisis. The fund balance has been carried forward to next year when it will be used.

Sandwell MBC

Grants of £15,500 were received in the year towards the provision for food and toiletries for those in crisis. Appropriate costs have been allocated against the fund within the year.

Sandwell MBC - HSF

Grants of £20,000 were received in the year towards the provision for food and toiletries for those in crisis. The fund balance has been carried forward to next year when it will be used.

Designated funds can be analysed by fund as follows.

	Bought Forward	Grants and donations received	Grants and donations spent	Depreciation on fixed assets	Transfer of funds	Carried Forward
Pugh Bequest – PPE	-	1,000	372	-	-	628
	-	1,000	372	-	-	628

Pugh Bequest - PPE

Money was donated in memory of a volunteer. The funds are intended for but not limited to the expenditure on volunteers of Black Country Food Bank. Appropriate costs have been allocated to the fund which will be carried forward to future periods.

Black Country Foodbank Limited

Company Limited by Guarantee

Notes to the Financial Statements *(continued)*

Year ended 31 March 2024

20. Analysis of net assets between funds

	Unrestricted Funds £	Restricted Funds £	Total Funds 2024 £
Tangible fixed assets	7,914	2,471	10,385
Current assets	1,068,547	277,704	1,346,251
Creditors less than 1 year	(3,809)	—	(3,809)
Net assets	1,072,652	280,175	1,352,827

	Unrestricted Funds £	Restricted Funds £	Total Funds 2023 £
Tangible fixed assets	12,442	2,671	15,113
Current assets	828,258	199,836	1,028,094
Creditors less than 1 year	(4,152)	—	(4,152)
Net assets	836,548	202,507	1,039,055

21. Analysis of changes in net debt

	At 1 Apr 2023 £	Cash flows £	At 31 Mar 2024 £
Cash at bank and in hand	1,019,249	242,777	1,262,026

22. Operating lease commitments

The total future minimum lease payments under non-cancellable operating leases are as follows:

	2024 £	2023 £
Not later than 1 year	4,136	4,190
Later than 1 year and not later than 5 years	1,599	2,851
	5,735	7,041

23. Related parties

During the year, Vale of Stour Methodist Circuit, a charity with a common trustee of Black Country Food Bank, donated goods to the value of £43,483 (2023:£Nil) and cash of £2,450.(2023:£Nil).

The Directors
BSN Associates Limited
3B Swallowfield Courtyard
Wolverhampton Road
Oldbury
West Midlands
B69 2JG
2024

13th December

Dear Trustees

This representation letter is provided in connection with your audit of the financial statements of Black Country Food Bank Limited for the year ending 31st March 2024 for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the results and financial position of Black Country Food Bank Limited in accordance with The Companies Act 2006 and The Charities Act 2011 and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

Financial Statements

1. We have fulfilled our responsibilities as trustees as set out in the terms of your engagement dated 20th September 2021 under The Companies Act 2006 and The Charities Act 2011 for preparing financial statements in accordance with The Companies Act 2006 and The Charities Act 2011 and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice) which you have drafted on our behalf, which give a true and fair view of the financial position of Black Country Food Bank Limited as of 31st March 2024 and of the results of its operations and its cash flows for the year then ended and for making accurate representations to you.
2. The methods, significant assumptions and the data used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement or disclosure that is reasonable in the context of the applicable financial reporting framework.
3. We have no plans or intentions that may materially alter the carrying value and where relevant the fair value measurements or classification of assets and liabilities reflected in the financial statements.
4. We have disclosed all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements and these have been disclosed in accordance with the requirements of accounting standards.

5. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of accounting standards.
6. All events since the balance sheet date which require disclosure or which would materially affect the amounts in the financial statements have been adjusted or disclosed in the financial statements.
7. We confirm the financial statements are free of material misstatements, including omissions. We believe that those uncorrected misstatements identified during the audit are immaterial both individually and in aggregate to the financial statements as a whole. A list of these items is attached to this letter of representation, together with our reasons for not correcting them.
8. We confirm that, having considered our expectations and intentions for the next twelve months, and the availability of working capital, the charity is a going concern. We confirm that the disclosures in the accounting policies are an accurate reflection of the reasons for our consideration that the financial statements should be drawn up on a going concern basis. We confirm that we have disclosed to you details of our plans for future actions relating to our going concern assessment including the feasibility of these plans.

Information provided

9. All accounting records and relevant information have been made available to you for the purpose of your audit. We have provided to you all other information requested and given unrestricted access to persons within the entity from whom you have deemed it necessary to obtain audit evidence. All other records and related information including minutes of all management and trustee meetings have been made available to you.
10. All transactions undertaken by the charity have been properly reflected in the accounting records and are reflected in the financial statements.
11. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
12. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves, management, employees who have significant roles in the internal control, or others, where fraud could have a material effect on the financial statements.
13. We have disclosed to you all information in relation to allegations of fraud, or suspected fraud affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others.
14. We confirm that we are not aware of any possible or actual instance of non-compliance with those laws and regulations which provide a legal framework within which the charity conducts its business and which could

affect the financial statements. The charity has complied with all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance.

15. We confirm that we have disclosed to you the identity of the entity's related parties and all related party relationships and transactions relevant to the charity that we are aware of.
16. The charity has satisfactory title to all assets, and there are no liens or encumbrances on the assets except for those disclosed in the financial statements.
17. There are no liabilities, contingent liabilities or guarantees to third parties other than those disclosed in the financial statements
18. The charity has at no time during the year entered into any arrangement, transaction or agreement to provide credit facilities (including loans, quasi loans or credit transactions) for trustees, nor to guarantee or provide security for such matters, except as disclosed in the financial statements.
19. We confirm that the information included in the "Audit Costing 2023/24" excel summary is accurate based on the source information.

We confirm to the best of our knowledge and belief that the above representations are made on the basis of enquiries of management and staff with relevant knowledge and experience and, where appropriate, of inspection of supporting documentation sufficient to satisfy ourselves that we can properly make each of the above representations to you.

We acknowledge our legal responsibilities regarding disclosure of information to you as auditors and confirm that so far as we are aware, there is no relevant audit information needed by you in connection with preparing your audit report of which you are unaware. Each trustees has taken all the steps that he ought to have taken as a trustee in order to make himself aware of any relevant audit information and to establish that you are aware of that information.

Yours faithfully

Signed on behalf of the board of trustees by:

Jason Russell
..... (Signature)

Jason Russell (Trustee)

Date 13th December 2024

13 December 2024



To the Board of Trustees of Black Country Foodbank Limited
3B Swallowfield Courtyard
Wolverhampton Road
Oldbury
West Midlands
B69 2JG

BSN Associates Limited
3B Swallowfield Courtyard,
Wolverhampton Road,
Oldbury, West Midlands B69 2JG

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Dear Trustees,

Thank you for engaging us as your advisers. This letter and the attached schedule of service together with our terms of business dated 13 March 2024 set out the basis on which we are to provide services as advisers and your and our respective responsibilities.

We are bound by ICAEW's Code of Ethics and Professional Conduct in Relation to Taxation and accept instructions to act for you on the basis that we will act in accordance with these ethical guidelines.

Hannah Justice will be the principal responsible for this engagement.

Rhys Turner will be the manager responsible for the ongoing work.

1. SCOPE OF SERVICES

- 1.1. We have listed below the work which you have instructed us to carry out, the detail of which is contained in the attached schedule. This states your and our responsibilities in relation to the work to be carried out. Only the services which are listed in the attached schedules are included within the scope of our instructions. If there are other services that you wish us to carry out which are not listed in the schedule, please let us know and we will discuss with you whether they can be included in the scope of our work. If we agree to carry out additional services for you, we will provide you with a new or amended engagement letter and schedules.
- 1.2. The following schedule of services and our terms of business are attached to this engagement letter and should be read in conjunction with it. The estimated fees quoted below, excluding VAT, are for the first year only, the basis of which is specified in our standard terms of business attached.

Schedule 1 Preparation of statutory financial statements in compliance with the Charities Act 2011.

Schedule 2 Payroll

A list of principles is maintained at the above address. Registered to carry on audit work in the UK and regulated for a range of investment business activities by The Institute of Chartered Accountants in England and Wales. Details about our audit registration can be viewed at www.auditregister.org.uk under reference C004879934. The Audit Regulations and Guidance that we are required to adhere to can be found at www.icaew.com/auditnews. There are also the International Standards on Auditing (UK) at www.frc.org.uk. We are subject to the Institute's Code of Ethics which can be found at www.icaew.com/regulations and the APB Ethical Standards at www.frc.org.uk.

BSN Chartered Accountants is a trading name of BSN Associates Limited Registered in England and Wales

Company Number: 10469285
Registered Address: 3B Swallowfield Courtyard,
Wolverhampton Road, Oldbury
West Midlands, B69 2JG

With you every step of the way

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- 1.3. The fees below are estimated based on the agreed provision of information and scope of work. Should these requirements not be met we reserve the right to notify you of a revised figure or range and seek your agreement to the change.

Service	Billing frequency	Year end covered	Net £	VAT £	Gross £
Preparation of accounts and audit	Annual	31/03/2024	2,350	470	2,820
Payroll services	Monthly		150	30	180

- 1.4. Shown below are the likely disbursements we incur on your behalf, and likely expenses in the course of carrying out our work for you. These will be added to our invoices where appropriate, unless agreed otherwise.

	Net £	VAT £	Gross £
Disbursements Confirmation statement fee & submission	84	10	94

2. LIMITATION OF LIABILITY

- 2.1. We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities if you or others supply incorrect or incomplete information, or fail to supply any appropriate information or if you fail to act on our advice or respond promptly to communications from us or the tax authorities.
- 2.2. We may provide you with auto-enrolment services in relation to the company payroll with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities if you or others supply incorrect employee information or fail to supply any employee information or if you fail to act on our advice or respond promptly to communications from us or the tax authorities.
- 2.3. Where auto-enrolment services are provided in relation to the company payroll these will be done using the Sage 50 Payroll Pension Module. We accept no responsibility or liability to you for any technical issues with the software and as such any errors that may occur due to software issues.
- 2.4. You will not hold our principal's, director's and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.

- 2.5. Unless there is a legal or regulatory requirement to do so, our work is not to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

3. COMMUNICATING WITH YOU

- 3.1 We will communicate with Jennifer Coleman in relation to the charities' affairs, having agreed with you that she will represent the charity.
- 3.2 In clause 1.37 of our terms of business we set out our approach in the event of an internal dispute within the charity.

4. AGREEMENT OF TERMS

4.1 Data Protection

- 4.1.1. We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to clause 1.14 of the attached terms of business which details how we treat personal data received by us in the provision of our services during our engagement with you. By signing this letter, you confirm that you have read and understood clause 7 and any privacy notice referred to therein.

4.2 Period of engagement

- 4.2.1 This letter supersedes any previous engagement letter for the period covered. Once agreed, this letter will remain effective from the date of signature until it is replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

4.3 Confirmation of your agreement

- 4.3.1 This letter, together with the attached schedules, constitutes the entire contract between us and any proposed variations or termination must be given in writing.
- 4.3.2 The terms set out in this letter shall take effect immediately upon your countersigning this letter and returning it to us. If we are instructed to start work before receiving a signed copy of this letter, we will treat that as acceptance of all terms of this engagement letter, unless we hear from you to the contrary within 14 days of you giving that instruction. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty.
- 4.3.3 Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning the appointment acceptance below, together with a copy of this letter. If this letter and the attached terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

Yours sincerely

Hannah Justice

BSN Associates Limited

APPOINTMENT ACCEPTANCE

I acknowledge receipt of your engagement letter, a copy of which is attached, and I agree to the letter and the attached schedule of services which, together with the terms of business, fully record the agreement between us concerning your appointment to carry out the work described in the schedule.

Name: Jason Russell

Signed*Jason Russell*.....
Trustee

Date 13 / 12 / 2024

For and on behalf of Black Country Foodbank Limited



SCHEDULE OF SERVICES

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

RESPONSIBILITIES AND SCOPE OF WORK FOR CHARITABLE COMPANY AUDIT

1. Your responsibilities as directors/trustees

1.1 Our audit will be conducted on the basis that you acknowledge and understand that you have responsibility:

- to prepare financial statements for each financial year that give a true and fair view of the state of affairs of the charitable company and of the incoming resources and application of resources of the charitable company for that period. As directors/trustees 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 surplus or deficit of the charitable company;
- in preparing those financial statements, to:
 - i. select suitable accounting policies and then apply them consistently;
 - ii. make judgments and accounting estimates that are reasonable and prudent; and
 - iii. prepare the financial statements on the going concern basis, considering in particular the charitable company's ability to continue in operation for at least twelve months from the date when the financial statements are expected to be approved, unless it is inappropriate to presume that the charitable company will continue in operation;
- for keeping adequate accounting records which disclose with reasonable accuracy at any time the financial position of the charitable company and to enable them to ensure that the financial statements comply with the relevant Statement of Recommended Practice, Accounting and Reporting by Charities (the SORP), the Companies Act 2006 (ChA 2006) and applicable accounting standards. You are also responsible for such internal control as you determine is necessary to enable the preparation of financial statements that are free from material misstatement whether due to fraud or error; and
- for safeguarding the assets of the charitable company and hence for taking reasonable steps to ensure the charitable company's activities are conducted honestly and for the prevention and detection of fraud and other irregularities.

- 1.2 As trustees of the charitable company, you have a duty under CA 2006 to prepare a directors' report for each financial year and also an annual report complying in its form and content with regulations made under the Charities Act 2011 (CA 2011). You should also have regard to the relevant SORP published jointly by the Charity Commission for England and Wales, and any subsequent amendments or variations to this statement. You should follow that statement insofar as compliance with it does not contradict any requirement of CA 2006 by supplementing the requirements of that Act.
- 1.3 In addition to the general duties of directors specified in CA 2006, s. 170–177 you are responsible for ensuring that the charitable company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.
- 1.4 CA 2006, s. 417 requires the directors/trustees to include in their report a business review containing a fair review of the charitable company's business, and a description of the principal risks and uncertainties facing the charitable company.
- 1.5 You have agreed to provide us with:
- access to all information of which you are aware that is relevant to the preparation of the financial statements such as the charitable company's books of account and all other relevant records and documentation, including minutes of all board/committee of management/trustees'/governors' meetings and other matters;
 - additional information that we may request from you for the purpose of the audit, including access to information relevant to disclosures;
 - unrestricted access to persons within the charitable company from whom we determine it necessary to obtain audit evidence; and
 - additional information that may include when applicable, matters related to other information in accordance with ISA (UK) 720. If such information is not expected until after the date of the auditor's report, you should note that we still have a responsibility to take appropriate action if we consider a material misstatement exists in this other information.
- 1.6 You are required to confirm in the directors'/trustees' responsibility statement that:
- an appropriate accounting basis was used to prepare the financial statements; and
 - in so far as you are aware, there is no relevant audit information of which we, the company's auditors, are unaware and that you have taken all the steps that you ought to take as directors/trustees in order to make yourselves aware of any relevant audit information and to establish that we are aware of that information.
- 1.7 Where audited information is published on the charitable company's website or by other electronic means, it is your responsibility to advise us of any intended electronic publication before it occurs and to ensure that any such publication properly presents the financial information and auditor's report. We reserve the right to withhold consent to the electronic publication of our report if it or the financial statements are to be published in an inappropriate manner.
- 1.8 It is your responsibility to ensure there are controls in place to prevent or detect quickly any changes to that information. We are neither required to review such controls nor to carry out ongoing reviews of the information after it is first published. The maintenance and integrity of the charitable company's website is your responsibility and we accept no responsibility for changes made to audited information after it is first posted.
- Scope of the audit
- 1.9 In connection with representations and the supply of information to us generally, we draw your attention to CA 2006, s. 501 under which it is an offence for an officer or employee of the charitable company to knowingly or recklessly make misleading, false or deceptive statements to the auditors.

1.10 We expect that you will inform us of any material event occurring between the date of our report and that of the annual general meeting, which may affect the financial statements. We are entitled to receive details of all written resolutions that are to be circulated to members, to attend all general meetings of the charitable company, and to receive notice of all such meetings.

2. Our responsibilities as auditors

2.1 Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (ISAs) (UK) as to whether:

- the financial statements give a true and fair view of the state of the charitable company's affairs as at the year end and of its incoming resources and application of resources for the year then ended;
- the financial statements have been properly prepared in accordance with applicable accounting standards;
- the financial statements have been prepared properly in accordance with CA 2006;
- the financial statements have been appropriately prepared on the going concern basis;
- the financial statements have disclosed any identified material uncertainties that may cast significant doubt on the charitable company's ability to continue to adopt the going concern basis for at least the next twelve months from the date they are approved;
- the directors'/trustees' report and, if relevant, the strategic report or any other information included in the annual report:
- have been prepared in accordance with applicable legal requirements;
- include information that is consistent with the financial statements; and
- in the light of the knowledge and understanding of the charitable company and its environment obtained in the course of the audit, we have identified any material misstatements in the directors'/trustees' report and, if relevant, the strategic report or any other information included in the annual report, and to give an indication of the nature of such misstatements.

In respect of the following matters specified in the CA 2006 we will also report to you on whether or not in our opinion:

- adequate accounting records have been kept by the charitable company and proper returns adequate for our audit have been received from branches not visited by us; or
- the charitable company's balance sheet and profit and loss account are in agreement with the accounting records and returns; or
- certain disclosures of directors'/trustees' remuneration specified by law are not made; or
- we have obtained all the information and explanations which we think necessary for the purpose of our audit; or
- where the charitable company has prepared financial statements in accordance with the small company regime, whether it is entitled to do so; or
- where the charitable company has taken advantage of the small companies' exemption in preparing the directors'/trustees' report and, if relevant, taken advantage of the small companies exemption from the requirement to prepare a strategic report, whether it is entitled to do so.

In arriving at that opinion those standards require us to comply with ethical requirements.

2.2 It is not sufficient for us as auditors to conclude that the financial statements give a true and fair view solely on the basis that the financial statements were prepared in accordance with accounting standards and any other applicable legal requirements. We are therefore required to consider whether additional disclosure will be necessary in the financial statements when compliance with an accounting standard is insufficient to give a true and fair view. If you are unwilling to make such additional disclosures, we will have to consider the effect on our report.

- 2.3 Our report will be made solely to the charitable company's members, as a body, in accordance with Chapter 3 of Part 16 of CA 2006. Our audit work will be undertaken so that we might state to the charitable company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the charitable company and the charitable company's members as a body, for our audit work, for the audit report, or for the opinions we form. The audit of the financial statements does not relieve you of your responsibilities.
- 2.4 There are certain other matters, which according to the circumstances may need to be dealt with in our report. For example, where the financial statements do not give details of directors'/trustees' remuneration or of their transactions with the charitable company, the CA 2006 requires us to disclose such matters in our report. Also, although only auditors of listed companies are required to include key audit matters in their report, there may be rare occasions when we believe it necessary to communicate key audit matters in our report.
- 2.5 Under ChA 2011, s. 156(2) we have a statutory duty to make a written report to the Charity Commission on such matters (which relates to the activities or affairs of the charity or of any connected institution or body) of which we become aware during the course of our audit and which we have reasonable cause to believe is likely to be of material significance for the purposes of the exercise by the Commission of its functions under ChA 2011, s. 156(3). In addition under s. 156(4) if we become aware of any matter which does not require to be reported under s. 156(2) but which we have reasonable cause to believe is likely to be relevant for the purposes of the exercise by the Charity Commission of any of its functions then we may make a report on the matter to the Commission. We may have to make this report without your knowledge and consent and we cannot undertake to you to fetter this discretion in any manner.
- 2.6 In addition, we have a professional duty to report if the financial statements do not comply in any material respect with the SORP or applicable accounting standards, unless in our opinion non-compliance is justified in the circumstances. In determining whether or not any departure is justified we will consider:
- whether the departure is required in order for the financial statements to give a true and fair view; and
 - whether adequate disclosure has been made concerning the departure.
- 2.7 Our professional duties also include:
- incorporating in our report a description of the trustees' responsibilities for the financial statements, where the financial statements or accompanying information do not include such description; and
 - considering whether other information in documentation containing the financial statements is consistent with the audited financial statements and our knowledge acquired during the course of the audit.
- 2.8 We will inform you of all significant facts that may bear upon our integrity, objectivity and independence.
- 2.9 Where we cease to act as statutory auditors, we are required by SI 2016/649 Statutory Auditors and Third Country Auditors Regulations 2016 to make available, if requested, all relevant information concerning the most recent audit of the charitable company to our successors as auditors. You agree to cover any reasonable costs that we may incur in fulfilling our statutory duty in making such information available.

Scope of audit

- 2.10 Our audit will be conducted in accordance with the ISAs (UK) issued by the Financial Reporting Council (FRC). An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error.

We will evaluate whether the information presented in the financial statements is relevant, reliable, comparable and understandable as well as providing adequate disclosures and appropriate terminology. This includes an assessment of:

- whether the accounting policies are appropriate to the charitable company's circumstances and have been consistently applied and adequately disclosed;
- the reasonableness of significant accounting estimates made by the directors/trustees;
- whether there is adequate disclosure of the applicable financial reporting framework; and
- the overall presentation of the financial statements.

In addition, we read all the financial and non-financial information in the Trustees' Annual Report and, if relevant, the Strategic Report, and state whether in our opinion the information given in the strategic report (if any) and the annual report is consistent with the financial statements; whether the report(s) have been prepared in accordance with applicable legal requirements and whether, in the light of our knowledge and understanding of the charity and its environment obtained in the course of the audit, we have identified any material misstatements in the report(s). If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

2.11 Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered even though the audit is properly planned and performed in accordance with ISAs (UK).

2.12 We will obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether the charitable company has maintained adequate accounting records. We will need to obtain relevant and reliable evidence sufficient to enable us to draw reasonable conclusions therefrom.

2.13 The nature and extent of our tests will vary according to our assessment of the charitable company's accounting and internal control systems, and may cover any aspects of the business's operations. We shall report to the management any significant deficiencies in, or observations on, the charitable company's systems that come to our attention of which we believe the trustees should be made aware. Any such report may not be provided to any third party without our prior written consent. Such consent will only be granted on the basis that such reports are not prepared with the interests of any party other than the members in mind and that we therefore neither have nor accept any duty or responsibility to any other party as concerns the reports.

2.14 In performing our audit procedures, we may make use of analytical tools. To facilitate this, we may request that you extract data, provide back-ups or provide alternative access to your accounting systems. How we will use analytical tools and any data provided will be set out in the communication of our planned approach.

2.15 As noted in section 1, the responsibility for safeguarding the assets of the charitable company and for the prevention and detection of fraud, error and non-compliance with law or regulations rests with the directors/trustees. However, we will plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements resulting from irregularities, fraud or non-compliance with law or regulations, but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance that might exist.

2.16 As part of our normal audit procedures, we will request you to provide formal representations concerning certain information and explanations we receive from you during the course of our audit. In particular, where we bring to your attention misstatements in the financial statements which are not adjusted, we shall require written representation of your reasons.

- 2.17 To enable us to conduct a review of your financial statements, which constitutes part of our audit, we will request sight of any documents or statements which will be issued with the financial statements.
- 2.18 Once we have issued our report we will have no further direct responsibility in relation to the financial statements for that financial year. However, as noted in section 1, we expect that you will inform us of any material event occurring between the date of our report and that of the annual general meeting, which may affect the financial statements.
- 2.19 HMRC does not require the auditor to provide assurance on the XBRL tagging of the financial statements submitted to it with the Company Tax Return. In addition, the ISAs (UK) do not require the auditor to confirm the accuracy of the tagging as part of the audit. Accordingly, our audit does not cover the accuracy of the XBRL tagging in the financial statements, and we accept no responsibility for any inaccuracies identified by HMRC.
- 2.20 A fuller description of the scope of an audit of financial statements arising from the requirements of ISAs (UK), together with other legal and regulatory requirements, is provided on the Financial Reporting Council's website at: [Www.frc.org.uk/auditorsresponsibilities](http://www.frc.org.uk/auditorsresponsibilities).

Communication

- 2.21 In order to ensure that there is effective two-way communication between us we set out below the expected form and timing of such communications.
- We shall contact your primary contact listed in the engagement letter prior to each year-end for preliminary discussions concerning the audit. We will confirm in writing the matters discussed and any agreed action.
 - We will arrange a meeting to discuss the forthcoming audit prior to the expected start date. Again we will confirm in writing the matters discussed and any agreed action.
 - We will arrange a meeting to discuss any matters arising from the audit after completion of the detailed work. Again we will confirm in writing the matters discussed and any agreed action.
- 2.22 The formal communications set out above are the minimum required to comply with auditing standards. We shall of course contact you on a more frequent and regular basis regarding both audit and other matters.
- 2.23 We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm (principals and staff) other than those engaged on the audit, for example information provided in connection with accounting, taxation and other services.

3. CORPORATE SERVICES

3.1 Company secretarial

- 3.1.1 A Charitable company is required to file its financial statements at Companies House within nine months of the year end. The charity will be liable to a fine if it fails to do so. We accept no responsibility for fines or regulatory action taken against the trustees if the statutory financial statements are not available for filing.
- 3.1.2 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 confirmation statement;
 - 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.

4 CONSULTANCY SERVICES

4.1 Further assistance we can provide

4.1.1 There are many other areas in which we can be of assistance, and we will be pleased to discuss any matters with you. These other services include:

- reports in support of returns or claims, eg, insurance company certificates, government grants, etc;
- advice on financial matters;
- management accounting, including such matters as cash flow statements, costing systems etc, and advice on management.
- advice on the selection and implementation of computer systems;
- investigations for special purposes, eg, acquisitions of other businesses or examination of specific aspects of your business; and
- advice on the selection and recruitment of staff.

SCHEDULE OF SERVICES

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

1. RESPONSIBILITIES AND SCOPE FOR PAYROLL SERVICES

1.1. Recurring compliance work

1.1.1. We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:

- calculating the pay as you earn (PAYE) income tax deductions, including at the Scottish rate of income tax, if applicable;
- calculating the employees' national insurance contributions (NIC) deductions;
- calculating the employer's NIC liabilities;
- calculating statutory payments, for example, statutory sick pay and/or statutory maternity pay;
- calculating reclaims of statutory payments, for example, maternity payments;
- calculating employee and employer pension contributions for employees who are members of workplace pension schemes (including those who are auto-enrolled) on the basis of the information that you provide to us;
- processing any employee and employer pension contributions refunds through the payroll on the basis of the information that you provide to us;
- calculating other statutory and non-statutory deductions including employment allowance; and
- submitting information online to HM Revenue & Customs (HMRC) under Real Time Information (RTI) for PAYE.

1.2 Ancillary payroll services

1.2.1 Before the time of payment through the payroll or due date, we will prepare and send to you the following documents for delivering information to HMRC:

- payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
- the data included within each Full Payment Submission (FPS) for taxable pay for each employee;
- a payslip for each employee;
- a form P45 for each leaver;
- a report showing your PAYE and NIC liability, student loan repayments [,apprenticeship levy] and due date for payment; and
- a workplace pension contributions report showing
 - I. any employee and employer pension contributions payable in respect of each employee to the respective workplace pension scheme of which they are members and the due date for payment;
 - II. any employee pension contribution refunds payable to any employee; and
 - III. any employer pension contribution refunds due to you for any employee who has ceased membership of the scheme.

1.2.2 We will submit FPS online to HMRC after the data to be included therein has been approved by you. (FPS must normally reach HMRC on or before the contractual payday, ie, the date that employees are entitled to be paid). You must ensure the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below.

1.2.3 For each tax month we will prepare, if appropriate, an Employer Payment Summary (EPS) from the information and explanations that you provide to us. (Examples of EPS data include statutory payments, employment allowance, construction industry scheme deductions and confirmation that no payments were, or will be, made to employees during that tax month or for future tax months.

1.2.4 We will submit EPS online to HMRC after the data to be included therein has been approved by you. (The EPS must reach HMRC by the 19th of the month following the tax month to which they relate.) You must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below.

- 1.2.5 At the end of the tax year we will:
- prepare the final FPS (or EPS) and submit this to HMRC after the data to be included therein has been approved by you; (the due date for submitting final FPS is on or before the last actual payday of the tax year, (however as made clear above we will still require to know the contractual pay day too as that is held within the FPS) failing which, the final EPS for the year must reach HMRC by 19 April following the end of the tax year;) you must ensure that the data provided to us is complete and accurate and your attention is drawn to your legal responsibilities as set out below;
 - prepare and send to you Form P60 for each employee on the payroll at the year-end so you can give them to employees by the statutory due date of 31 May following the end of the tax year;
- 1.2.6 We will deal with any online secure messages sent to us by HMRC in respect of your payroll, for example, code number notifications, student loan repayment notices, and generic notification notices. Anything that you received in your PAYE online account should be forwarded to us for action.
- 1.2.7 We will submit national insurance number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.
- 1.2.8 Any enquiries from individual employees regarding their pay or other payroll details will be referred back to you.

1.3 Excluded, ad hoc and advisory work

- 1.3.1 The scope of our services provided to you will be only as set out above, and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:
- work in connection with workplace pension schemes other than that detailed above;
 - agreeing with you which employer-provided benefits-in-kind will be processed through the payroll and for which employees, processing through the payroll cash equivalent notional amounts on employee benefits-in-kind, notifying HMRC of in-year changes, advising you on the payment of associated Class 1A NIC, preparing and submitting return P11D(b) and notifications to employees;
 - ensuring that all employees are paid at least the national living wage/national minimum wage;
 - [helping you to ascertain whether you are eligible to claim employment allowance and/or allocate employment allowance across your multiple or associated/connected companies PAYE schemes;]
 - [helping you to allocate apprenticeship levy allowances across your multiple or associated/connected companies' PAYE schemes;]
 - preparing and submitting returns P11D and P11D(b) for employee benefits-in-kind and expenses and advising on the payment of associated Class 1A NIC (such work, if undertaken, is covered in a separate schedule of services);
 - dealing with any compliance check or enquiry by HMRC or any other official compliance body into the payroll data submitted and corresponding with HMRC or other such body as necessary;
 - preparing and submitting any amended returns or data for previous tax years;
 - assisting you in the operation of the Construction Industry Scheme (CIS) for subcontractors; and
 - conducting PAYE, and benefits and expenses health checks.
 - advising on ad hoc transactions, for example, termination payments to employees.
- 1.3.2 If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

1.4 Changes in the law, in practice or in public policy

- 1.4.1 We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.

- 1.4.2 We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

1.5 Your responsibilities

- 1.5.1 Even though you are engaging us to help you meet your payroll obligations, you are legally responsible for:

- ensuring that the data in your payroll submissions is correct and complete;
- complying with auto-enrolment obligations;
- making any submissions by the due date; and
- paying tax and NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

- 1.5.2 Employers cannot delegate these legal responsibilities to others. You agree to check that submissions we have prepared for you are correct and complete before approving them.

- 1.5.3 You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.

- 1.5.4 We will communicate with Tracey Tromans in relation to the payroll services, having agreed with you that she will represent you.

- 1.5.5 To enable us to carry out our work, you agree:

- that all information required to be delivered online is submitted on the basis of full disclosure;
- to provide full information necessary for dealing with your payroll affairs and workplace pension scheme contributions; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- to agree with us the name of the person authorised by you to notify us of changes in employees and in rates of pay and other information relevant to the services provided under this schedule; we will process the changes only if notified by that/those individual;
- to advise us in writing of changes of payroll pay dates;
- to notify us at least 5 working days before the payroll pay date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
 - all new employees (including full names, address, date of birth, gender, national insurance number, their start date and starter form) and details of their remuneration package including benefits-in-kind to be payrolled;
 - for employees whose benefits-in-kind are being payrolled, their names, the identity of the benefits-in-kind, and the cash equivalent amounts to be included in payroll;
 - for employees who are active pension scheme members, name of pension scheme, pensionable pay, employee and employer contribution rates, dates from/to which contributions payable;
 - names and dates of birth of all apprentices aged under 25;
 - names and dates of birth of all employees aged under 21;
 - all changes to remuneration packages including benefits-in-kind to be payrolled;
 - employee expenses which need to be included in payroll to account for either income tax or Class 1 NIC or both;
 - expenses for each employee if the expense is to be reimbursed gross through payroll as an addition to net pay;
 - information necessary to enable us to calculate statutory payments, ie, statutory sick pay, statutory maternity pay, statutory adoption pay, statutory paternity pay, statutory shared parental pay;
 - irregular and/or ad hoc payments and the dates to be paid; and
 - all leavers, their annual salary before any salary sacrifice, how often paid, unworked notice period, contractual payment in lieu of notice (PILON), date of termination of employment, age, number of years' service, the last payment prior to termination and when paid, and the components parts of the termination package, including statutory redundancy pay, compensation for loss of office, any bonus payable on termination and any payments made after the leaving date.
- to confirm that you have reviewed your entitlement to the employment allowance and confirm that you wish us to make the legal declaration claim on your behalf – indicating industry sector;
- to notify us within 5 working days of your receiving or becoming aware of any opt-out notices or any other requests to cease membership of a scheme, so that we can cease to calculate any relevant pension contributions and process any required refunds;

- to register with HMRC in advance of the tax year, to notify which benefits-in-kind are to be payrolled for which employees, and to notify in-year changes to HMRC (as agents, we cannot do this);
- to keep us informed of changes in circumstances that could affect the payroll; if you are unsure whether a change is material, please tell us so we can assess its significance;
- to authorise us to approach such third parties as may be appropriate, for information that we consider necessary to deal with your payroll; and
- to approve:
 - in-year and final FPS by at least 5 working days before payroll pay dates so that they can be submitted on or before payday, or as agreed with us;
 - in-year and final EPS by at least 5 days before the 19th of the month following the tax month;
 - earlier year updates (EYU) within 5 days of notifying you of the data therein.

- 1.5.6 If we do not hear from you by the above deadlines, subject to any other agreement between us, we will take your silence as your approval for us to submit the return.
- 1.5.7 If the information required to complete the payroll services set out above is received later than the dates specified above or agreed with us, we will still endeavour to process the payroll and returns to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the payroll is late or the returns are filed late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.
- 1.5.8 You will provide us with complete and accurate information regarding your employees, including ordinary working location, pension tax protection status and any changes in employee working, including starting a notice period, so that we can determine whether their employment status has changed in relation to auto-enrolment. You will review our assessments of your employees and accept responsibility for the completeness and accuracy of the assessments
- 1.5.9 If you require us to make a correction after the FPS or EPS has been submitted, you will let us know as soon as possible and, ideally, before the next payroll run. This may be subject to a separate fee.
- 1.5.10 You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. Although HMRC has the authority to communicate with us when form 64-8 has been signed and submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of communications issued to you and, in most cases, will not do so. You should also keep a note of any telephone communication you have with HMRC's tax credits helpline, including the date and time of the call, and the name of the helpline operator(s).

TERMS OF BUSINESS EFFECTIVE 13 MARCH 2024

The following terms of business apply to all engagements accepted by BSN Associates Limited. All work is carried out under these terms except where changes are expressly agreed in writing.

1. Applicable law

- 1.1. Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 1.2. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

Client identification

- 1.3. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
- 1.4. Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made from this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained consent of the data subject to the proposed use of the data.

Confidentiality

- 1.5. Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 1.6. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 1.7. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 1.8. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 1.9. We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.
- 1.10. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our system and the subcontractor is bound by confidentiality terms equivalent to an employee.
- 1.11. If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.

Conflicts of interest

- 1.12. We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.
- 1.13. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at [icaew.com/en/membership/regulations-standards-and-guidance/ethics](https://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics). During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

Data Protection

- 1.14. In this part Data Protection:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', 'personal data breach', 'processor', 'process' and 'supervisory authority' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

- 1.15. We shall both comply with all applicable requirements of the data protection legislation. This clause is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. The various schedules set out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.

- 1.16. In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:
- a. process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;
 - b. disclose and transfer the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;
 - c. disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;
 - d. maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) details of any cross border data transfers outside of the European Economic Area (EEA); and (iii) a general description of security measures implemented in respect of the client personal data;
 - e. maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or

unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data.

- f. return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services, unless required by law or other regulation to retain this data;
- g. ensure that only those personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;
- h. notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause;
- i. where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;
- j. notify you promptly if:
 - i. we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data; or
 - ii. we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from a supervisory body (for example, the Information Commissioner's Office);
- k. notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;
- l. at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection laws.

- 1.17. Without prejudice to the generality of clause 1.12, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.

Should you require any further details regarding our treatment of personal data, please contact our data protection officer Pippa Miller-Hawkes at Pippa.Miller-Hawkes@bsnassociates.co.uk.

Disengagement

- 1.18. If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Electronic and other communication

- 1.19. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 1.20. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.
- 1.21. Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.

Fees and payment terms

- 1.22. Our fees are based on the degree of responsibility and skill involved and the time necessarily occupied on the work. Unless otherwise agreed, they will be charged separately for each class of work and will be billed at appropriate intervals during the course of the year. Final bills will be rendered promptly on completion of the assignment.
- 1.23. If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon.
- 1.24. If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 1.25. In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. You will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 1.26. Our invoices will be due for payment within 14 days of issue. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.
- 1.27. Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.
- 1.28. We reserve the right to charge interest on late paid invoices at the rate of 3% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.
- 1.29. If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 10 days of receipt, failing which, you will be deemed to have accepted that payment is due.
- 1.30. If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

Help us to give you the best service

- 1.31. We are committed to providing you with a high quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting the other practice principle to that responsible for your engagement as appropriate either, Pippa Miller-Hawkes and Hannah Justice.
- 1.32. We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of receipt and endeavour to deal with your complaint within eight weeks.
- 1.33. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

Intellectual property rights and use of our name

- 1.34. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.

- 1.35. You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

Interpretation

- 1.36. If any provision of our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

Internal disputes within a client

- 1.37. If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the normal place of business for the attention of the directors. If conflicting advice, information or instructions are received from different directors in the business, we will refer the matter back to the board of directors and take no further action until the board has agreed the action to be taken.

Investment advice (including insurance mediation services)

- 1.38. Investment business is regulated by 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, as we are not. However, as we are licensed by ICAEW, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you. In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme in respect of exempt regulated activities undertaken.
- 1.39. To enable us to provide you with a proper service there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances. We would however only do so in our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

Lien

- 1.40. Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

Limitation of third party rights

- 1.41. 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 which 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.

Period of engagement and termination

- 1.42. Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. We will not be responsible for periods before the date we were engaged when we did not act for you.
- 1.43. Each of us may terminate our agreement in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.

- 1.44. We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.
- 1.45. In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

Professional rules and statutory obligations

- 1.46. We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at [icaew.com/en/membership/regulations-standards-and-guidance](https://www.icaew.com/en/membership/regulations-standards-and-guidance).
- 1.47. We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors.aspx. We are also required to comply with the Audit Regulations and Guidance which can be accessed at [icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit](https://www.icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit).

Quality control

- 1.48. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals and staff.
- 1.49. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

Reliance on advice

- 1.50. We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

Retention of papers

- 1.51. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you, unless you instruct us that you wish us to retain them. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

1. with trading or rental income: five years and 10 months after the end of the tax year
2. otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

1. six years from the end of the accounting period.

- 1.52. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

IT Security Requirements

- 1.53. Your responsibilities
- 1.54. To support the delivery of cloud-based services, it is important to ensure that appropriate IT security measures are in place.
- 1.55. You are responsible for:
- a) providing us with a list of approved users;
 - b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
 - c) ensuring that you have appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code;
 - d) any internet link (eg through your internet service provider) to permit you to connect to the service; and
 - e) compliance with the service providers terms, if applicable.
- 1.56. If any of your staff authorised for access leave or are no longer authorised, you must remove access. You must give us sufficient notice to be able to make the change on your behalf if you are not able to do this directly.
- 1.57. Our responsibilities
- 1.58. We are responsible for:
- a) ensuring only our authorised staff are provided appropriate levels of access to your cloud-based systems;;
 - b) ensuring that all usernames, passwords and any additional authentication measures required for access are kept secure and not shared with unauthorised individuals;
 - c) having appropriate security measures in place to prevent and/or detect viruses, trojans, malware or any other malicious code; and
 - d) compliance with the service providers terms, if applicable.

Client portal

- 1.59. We will provide a free portal service to allow secure exchange of files between us, [and for on demand access to shared documents]. The portal service supplier we use is Dropbox, Head offices are San Francisco, California, USA.
- 1.60. The contact details for this provider can be found on the company website www.dropbox.com/en_GB
- 1.61. Our responsibilities
- 1.62. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful access to data in the portal and against accidental loss or destruction of, or damage to, the data.
- 1.63. If you decide to stop using our services, we will disable all user access to your portal.
- 1.64. At our discretion, we may change how the portal service is offered. We will provide you appropriate notice of any changes that may affect your usage.
- 1.65. Your responsibilities
- 1.66. You have agreed that your staff will:
- a) Control which files are uploaded to the portal;
 - b) Remove files from the portal when they are no longer needed; and
 - c) Not provide access to any third parties.
- 1.67. You must notify us immediately if you if you wish to stop using the services of the firm so that we can disable access in a timely manner.

Privacy Notice

- 1.68. BSN Associates Limited trading as BSN Chartered Accountants "we", "us", "our" and "ours") is an accountancy and tax advisory firm. We are registered in England and Wales as a limited company under number: 10469285 and our registered office is at 3B Swallowfield Courtyard, Wolverhampton Road, Oldbury, B69 2JG.
- 1.69. This notice will tell you how we look after your personal data, about your privacy rights, and about our compliance with and your protections under Data Protection Legislation.
- 1.70. In this notice "Data Protection Legislation" means any applicable law relating to the processing, privacy, and use of Personal Data, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.
- 1.71. For the purpose of the Data Protection Legislation and this notice, we are the 'data controller'. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information contained in this privacy notice.
- 1.72. We have appointed a Data Protection Officer. Our Data Protection Officer is our Data Protection Point of Contact and is responsible for assisting with enquiries in relation to this privacy notice or our treatment of your personal data. Should you wish to contact our Data Protection Point of Contact you can do so using the contact details noted below in paragraph 1.98 Contact us.

The Kind of information we hold about you

- 1.73. The information we hold about you may include the following:
- a) your personal details (such as your name and/or address);
 - b) details of contact we have had with you in relation to the provision, or the proposed provision, of our services;
 - c) details of any services you have received from us;
 - d) our correspondence and communications with you;
 - e) information about any complaints and enquiries you make to us;
 - f) information from research, surveys, and marketing activities

How we may collect your personal data

- 1.74. We obtain your personal data directly from you when:
- a) you request a proposal from us in respect of the services we provide;
 - b) you engage us to provide our services and also during the provision of those services;
 - c) you contact us by email, telephone, post or social media (for example when you have a query about our services);

We may also obtain your personal data indirectly:

- d) from our client when it engages us to provide services and also during the provision of those services
- e) from third parties and/or publicly available resources (for example, from your employer or from Companies House).

How we use personal data we hold about you

- 1.75. We may process your personal data for purposes necessary for the performance of our contract with you and to comply with our legal obligations. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of our client.
- 1.76. We may also process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for marketing, business development, statistical and management purposes.
- 1.77. Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

Situations in which we will use your personal data

- 1.78. We may use your personal data in order to:
- f) carry out our obligations arising from any agreements entered into between you and us (which will most usually be for the provision of our services);
 - g) carry out our obligations arising from any agreements entered into between our clients and us (which will most usually be for the provision of our services) where you may be a subcontractor, supplier or customer of our client;
 - h) provide you with information related to our services and our events or seek your thoughts and opinions on the services we provide; and
 - i) notify you about any changes to our services
- 1.79. In some circumstances we may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case we may use it without further notice to you.
- 1.80. We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

Data retention

- 1.81. We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.
- 1.82. When assessing what retention period is appropriate for your personal data, we take into consideration the requirements of our business and the services provided, any statutory or legal obligations and the purposes for which we originally collected the personal data.

Change of purpose

- 1.83. Where we need to use your personal data for a reason, other than the purpose for which we originally collected it, we will only use your personal data where that reason is compatible with the original purpose. If we need to use your data for a new purpose, we will notify you and communicate our legal basis for this new processing.

Data Sharing

- 1.84. We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us, or where we have another legitimate interest in doing so. This may include sharing your personal data with a regulator or to otherwise comply with the law.
- 1.85. "Third parties" includes third-party service providers. The following activities are carried out by third-party service providers: IT and cloud services, professional advisory services, administration services and marketing services. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions.
- 1.86. We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

Data Security

- 1.87. We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 1.88. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Rights of access, correction, erasure and restriction

Your duty to inform us of changes

- 1.89. It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

- 1.90. Under certain circumstances, by law you have the right to:
- a) Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully.
 - b) Request correction of the personal data that we hold about you.
 - c) Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
 - d) Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes.
 - e) Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
 - f) Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.
- 1.91. If you want to exercise any of the above rights, please email our Data Protection Point of Contact Pippa Miller-Hawkes contact details can be found below in paragraph 1.98 Contact Us.
- 1.92. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee for the administrative costs of complying with the request if your request for access is manifestly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.
- 1.93. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

- 1.94. In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please Pippa Miller-Hawkes contact details can be found below in paragraph 1.98 Contact Us.
- 1.95. Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Changes to this notice

- 1.96. Any changes we may make to our privacy notice in the future will be provided to you in writing.
- 1.97. This privacy notice was last updated on 13th March 2024.

Contact us

- 1.98. If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email our Data Protection Point of Contact Pippa.Miller-Hawkes@bsnassociates.co.uk or telephone Data Protection Point of Contact on Pippa Miller-Hawkes 0121 543 5255.

- 1.99. You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Telephone – 0303 123 1113 (local rate) or 01625 545 745

Website – <https://ico.org.uk/concerns>

The Provision of Services Regulations 2009



- 1.100. We are registered to carry on audit work in the UK by ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk for the UK, under reference number C004879934.
- 1.101. Our professional indemnity insurer is Allianz Global Corporate & Speciality of Allianz House, 60 Gracechurch Street, London EC3V 0HR. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

Timing of our services

- 1.102. If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

Title	Black Country Foodbank Accounts for Signature
File name	BCFB_Accounts_Ran_13.12.24.pdf and 2 others
Document ID	da3dbf75aa6fc505086f44e100ad4718a188abf1
Audit trail date format	DD / MM / YYYY
Status	● Pending signature

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