

Charity registration number: 1159416



Vine Baptist Church
Annual Report and Financial Statements
for the Year Ended 31 December 2024

Vine Baptist Church

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Vine Baptist Church

Reference and Administrative Details

Trustees

Rev Andrew Diaper
David Wheeler (resigned 20 November 2024)
Jenny Marchant (resigned 20 November 2024)
Martin Palmer
Hazel Elliot

Principal address

Vine Baptist Church
Park Lane
Sevenoaks
Kent
TN13 3UP

Charity Registration Number

1159416

Independent Examiner

Hannah Fowle ACA
Bourner Bullock
Chartered Accountants
114 St Martins Lane
Covent Garden
London
WC2N 4BE

Website: www.vinebaptistchurch.org.uk

Vine Baptist Church

Trustees’ Report

The Trustees present their report along with the financial statements on page 7 to 15 of the Charity for the year ended 31 December 2024. The financial statements have been prepared in accordance with the accounting policies set out on pages 9-11 and comply with the Trust Deed, Charities Act 2011 and Accounting and Reporting by Charities: 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 (2nd edition, effective January 2019)(‘Charities SORP’).

The Trustees confirm that they have complied with the requirements of section 4 of the Charities Act 2011 to have due regard to the public benefit guidance published by the Charity Commission for England and Wales.

The Trustees who served during the year were as follows:

| | |
|----------------------|---|
| Pastor Andrew Diaper | Chair |
| Hazel Elliott | Pastoral Care Ministry Leader and Secretary |
| Martin Palmer | Mission Ministry Leader and Treasurer |
| David Wheeler | Treasurer (resigned 20 November 2024) |
| Jenny Marchant | Pastoral Care (resigned 20 November 2024) |
| Baptist Union | Custodian Trustee |

The power to and responsibility for the appointment and removal of Trustees rests with the Trustees collectively. Upon appointment Trustees receive the Trust’s governing documents, most recent Annual and Financial Reports and guides to good practice and governance. They meet with current Trustees for briefing on the charity and its objectives. They are also made aware of their Trustee responsibilities. The charity’s properties have been registered in the name of the Baptist Union. The Custodian Trustee cannot take part in managing land vested in him/her. The Charity trustees keep all the powers and duties of management.

To be the hands and feet of Jesus in the community bringing people closer to a loving and caring God

Chairman’s Report

2024 has been and gone, and we are almost one quarter of the way through 2025...I know that some people will thank me for highlighting the fact that we are well under 300 days until Christmas!!

As I come to write this annual update, I’m reminded of the old hymn ‘God is working his purpose out, as year succeeds to year; God is working this purpose out, and the time is drawing near’. The past 12 months have not been without challenge, and I’m more acutely aware than ever that it’s only by God’s Grace that we can still stand, let alone continue to minister to each other.

2024 began with such hope and expectation, and we have, indeed, seen many blessings. We embarked on Sunday Teaching Series such as ‘*I have seen Jesus*’ in our Access Sunday services, and ‘*Life: Full*’, focussing on John 10:10. We then met with friends from Vine Evangelical Church over the month of August and began a series in Malachi in the back end of 2024. For some of the year, for the first time ever, our Sunday services were even live translated into Cantonese by Royford on a headset. This enabled even those who couldn’t understand English to be part of our wonderful fellowship.

We also have seen blessings through the continued growth of our Children and Youth Ministries, with both Summit and Orbit starting in 2024, and annual events such as the *Light Party* going from strength to strength. We held the *Tearfund Biq Quiz* again in November and a fun night was enjoyed by all. A particular highlight was baptising 5 of our young people in October - a great time of celebration. It’s been even more encouraging to hear our young people continue to pray in both worship and in our

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Trustees' Report

new monthly Pastries and Prayer meetings. I have a strong sense of the model of Elijah/Elisha, and am excited to see the future generations doing greater things than these.

There have also been times of sadness and difficulty, however. In the Autumn & Winter, we said goodbye to four beloved church members, called home to glory. We continue to miss Barry Worsell, Val Pitt, Ruby Marchant and Dave Pearson greatly, and thank God for their lives and ministries here at VBC.

We also saw our Leadership Team shrink in 2024, saying farewell to Jenny Marchant and David Wheeler in October/November 2024. We thank them for their service in their Trustee Roles over the past few years, but also look to the future and desperately seek God to raise up new Leaders. Please continue to pray into this, trusting in God's provision. I would like to thank the current Leadership Team (Hazel, Martin & Ally) and our Church Manager (Fiona) for all their help and extra service during this period. Sadly we have been unable to achieve some of the priorities we set for 2024, and we continue to reflect on these things as we set our hopes and expectations for the coming year. I am, however, proud of the Leadership Team for managing to share the significant responsibilities over the last year, and know that God's Spirit has been at work in us.

I'm also grateful to the team of people who have helped in the last few months when I needed extra support during a period of family bereavement. God has blessed us with able preachers and worship leaders in Royford, Bert, Hazel, Martin, Bea and David Doonan, and I am extremely grateful to them all. A priority from 2024 that continues into 2025 is to encourage a larger and more diverse group of people to take on some of these upfront roles. If you'd like to know more about what leading worship or preaching entails, or if you'd like to explore a calling in these areas, please do reach out!

Our main focus for the coming year is how we reach out to our community, and who forms our community in a transient, technologically connected, post-COVID world. I don't believe God wants us to be content with waiting for people to walk through the church doors, and so we shall be reflecting on Jesus' Great Commission frequently thought this year. I'm also reminded of the words of Isaiah 54:2, where the Lord instructs His people to *"Enlarge the place of your tent, stretch your tent curtains wide, do not hold back; lengthen your cords, strengthen your stakes"*, and no doubt this will form part of our reflections after Easter.

My prayer for our fellowship in the next 12 months is that we will be able to have a time of rebuilding and recuperation. Not rest from God's work, but a time where we are more aware of God's gentle and loving presence in and through us. I hope that in 2025, we can do as William Carey (whom our Church Hall is named after!) famously encouraged all to do: "Expect great things from God. Attempt great things for God."

May God bless you as we work in this together.

Pastor Andrew

Secretary's report

Firstly, I would like to thank Martin Palmer and Jenny Marchant for covering this role until I was formally voted into the position of church secretary.

It has been a mixed year of great blessings and also sadness.

Vine Baptist Church

Trustees' Report

We welcomed 7 new members into VBC and said farewell to 2 members who left us to worship at a neighbouring church. They went with our love and blessings for this new phase in their journey. We had the excitement and joy of witnessing the baptism of 5 of our young people. It is clear to see The Lord working in them.

In the Spring we hosted The World day of Prayer. There were many representatives from churches all over Sevenoaks. It was a good time of unity and fellowship, and poignant too, as the service was the work of the Christian women of Palestine. The latter part of the year was a time of sadness as we honoured the memory of 4 much loved members of our church family who have now gone to Glory. Their services of thanksgiving were uplifting and Andrew's kind and sensitive leading was much appreciated.

Although these effectively took place during Advent we celebrated Christ's birth with gladness. A memorable time was had at an open air service of carols and hot chocolate, held at the bandstand on The Vine, on Christmas Eve. As the council had advertised it we were joined by some 200 people from all over Sevenoaks. A wonderful way of reaching out to our community in love.

Our fellowship has grown over the past year with a real feeling of family and friendship. This was evident at our fellowship Christmas lunch. I would like to thank Margaret Palmer for her organisational skills and her willingness to put it together. Around 80 of us enjoyed a superb turkey meal with all the trimmings. We are aware that for some folk this was their Christmas celebration.

Andrew has brought God's word to us clearly, through his thought provoking sermons. We have also been blessed by visiting and 'in house' preachers. I would like to thank Fiona for 'filling the pulpit' when Andrew has been away or indisposed.

Colin and Fiona have, between them, kept VBC on track to be a welcoming and orderly environment. My thanks goes to them both.

I thank God that we have much to be thankful for at VBC. Our worship on a Sunday reflects the work of the Holy Spirit in us. May God bless Andrew's ministry as we look forward to a new challenge in recognising our community and being the hands and feet of Jesus in it.

Hazel Elliot - Church Secretary

Treasurer's Report

The year has seen an decrease in revenue of £22,394, largely as a result of a higher level of designated funds donated in the previous year. Bank interest received for the year amounted to £2,702 compared with £3,133 in 2023.

Total expenditure for the year has increased by £80,826 compared with 2023, as a result of the building work on the Church Manse, the total amount being £188,857 compared with £108,031 in 2023.

Overall we finished the year with a total net deficit of £85,538 due to the development costs on the Manse, however without these costs there we would have seen a net surplus of £5,562.

The balance sheet net asset position as a result has decreased in total from £3,827,220 in 2023 to £3,741,682 as at 31 December 2024. Our overall bank balances have also decreased from £154,786 to £57,348.

Martin Palmer – Treasurer

Vine Baptist Church

Trustees' Report

Reserves policy

The trustees have reviewed the charity's needs for reserves in line with the guidance issued by the Charity Commission. The trustees seek to hold in the Unrestricted Reserve, a balance of £46,000, representing six months operating costs, necessary to cover basic running costs of the charity in the eventuality that there is a loss of its primary funding sources, on which the charity is reliant to deliver its charitable purposes and activities. This will ensure the charity can continue to run efficiently and maintain its programme of activities. The Policy and the level of reserves held will be reviewed annually.

Statement of trustees' responsibilities

The trustees are responsible for preparing the Annual Report and the financial statements in accordance with applicable law and regulations.

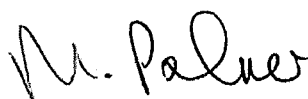
The law applicable to charities in England & Wales requires the trustees to prepare financial statements for each financial year in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). The trustees must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources, including the income and expenditure, of the charity for that period.

In preparing these financial statements, the trustees are required to:

- select suitable accounting policies and apply them consistently;
- observe the methods and principles in the Charities SORP;
- make judgments and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements.
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the charity will continue to operate.

The trustees are responsible for keeping sufficient accounting records that 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 Charities Act 2011, the Charity (Accounts and Reports) Regulations 2008 and the provisions of the trust deed. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Approved by the Board of Trustees and signed on its behalf by:



Martin Palmer - Treasurer

Date: 24/10/25

Vine Baptist Church

Independent Examiner's Report to the trustees of Vine Baptist Church Sevenoaks

I report to the trustees on my examination of the financial statements of Vine Baptist Church ('the charity') for the year ended 31 December 2024 which comprise the Statement of Financial Activities, the Balance Sheet and related notes.

This report is made solely to the charity's trustees, as a body, in accordance with section 145 of the Charities Act 2011. My work has been undertaken so that I might state to the charity's trustees those matters I am required to state to them in this report and for no other purpose. To the fullest extent permitted by law, I do not accept or assume responsibility to anyone other than the charity and the charity's trustees as a body, for my work, for this report, or for the opinions I have formed.

Responsibilities and basis of report

As the trustees of the charity you are responsible for the preparation of the financial statements in accordance with the requirements of the Charities Act 2011 ('the Act').

I report in respect of my examination of the charity's financial statements carried out under section 145 of the Act and in carrying out my examination I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

An independent examination does not involve gathering all the evidence that would be required in an audit and consequently does not cover all the matters that an auditor considers in giving their opinion on the financial statements. The planning and conduct of an audit goes beyond the limited assurance that an independent examination can provide. Consequently I express no opinion as to whether the financial statements present a 'true and fair' view and my report is limited to those specific matters set out in the independent examiner's statement.

Independent examiner's statement

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination giving me cause to believe that in any material respect:

- accounting records were not kept in respect of the charity as required by section 130 of the Act; or
- the financial statements do not accord with those records; or
- the financial statements do not comply with the applicable requirements concerning the form and content of accounts set out in the Charities (Accounts and Reports) Regulations 2008 other than any requirement that the accounts give a 'true and fair view which is not a matter considered as part of an independent examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the financial statements to be reached.

DocuSigned by:

Hannah Fowlic

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Hannah Fowlic ACA

Bourner Bullock
Chartered Accountants
114 St Martins Lane
Covent Garden
London
WC2N 4BE

Date: 29/10/2025

Vine Baptist Church

Statement of Financial Activities for the Period Ended 31 December 2024 (including Income and Expenditure Account and Statement of Total Recognised Gains and Losses)

| | Note | Unrestricted funds £ | Designated funds £ | Restricted Funds £ | Total funds 2024 £ | Total funds 2023 £ |
|--------------------------------|------|----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Income from | | | | | | |
| Voluntary Income | 2 | 67,852 | 1,210 | 5,288 | 74,350 | 98,840 |
| Charitable activities | 3 | 8,267 | - | - | 8,267 | 9,844 |
| Investment income | 4 | 18,000 | - | - | 18,000 | 13,896 |
| Other income | | 2,702 | - | - | 2,702 | 3,133 |
| Total Income | | 96,821 | 1,210 | 5,288 | 103,319 | 125,713 |
| Expenditure on: | | | | | | |
| Church activities | 5 | 91,259 | 92,310 | 5,288 | 188,857 | 108,031 |
| Total Expenditure | | 91,259 | 92,310 | 5,288 | 188,857 | 108,031 |
| Net income/ (expenditure) | | 5,562 | (91,100) | - | (85,538) | 17,682 |
| Transfer between funds | | (35,000) | 35,000 | - | - | - |
| Net movement in funds | | (29,438) | (56,100) | - | (85,538) | 17,682 |
| Reconciliation of funds | | | | | | |
| Total funds brought forward | 12 | 91,944 | 59,175 | 3,676,101 | 3,827,220 | 3,809,538 |
| Total funds carried forward | 12 | 62,506 | 3,075 | 3,676,101 | 3,741,682 | 3,827,220 |

All of the Charity's activities derive from continuing operations during the period.

Vine Baptist Church Sevenoaks
(Charity number: 1159416)
Balance Sheet as at 31 December 2024

| | Note | 2024 £ | 2023 £ |
|---|------|------------------|------------------|
| Fixed assets | | | |
| Tangible fixed assets | 8 | 3,537,648 | 3,537,648 |
| Fixed asset investments | 9 | <u>178,453</u> | <u>178,453</u> |
| | | 3,716,101 | 3,716,101 |
| Current assets | | | |
| Debtors | 10 | 18,233 | 6,333 |
| Cash at bank and in hand | | <u>57,348</u> | <u>154,786</u> |
| | | 75,581 | 161,119 |
| Creditors: Amounts falling due within one year | 11 | <u>50,000</u> | <u>50,000</u> |
| Net current assets | | <u>25,581</u> | <u>111,119</u> |
| Net assets | | <u>3,741,682</u> | <u>3,827,220</u> |
| Restricted funds | 12 | 3,676,101 | 3,676,101 |
| Unrestricted funds | 12 | 62,506 | 91,944 |
| Designated funds | 12 | <u>3,075</u> | <u>59,175</u> |
| Total funds | | <u>3,741,682</u> | <u>3,827,220</u> |

The financial statements were approved by the trustees, and authorised for issue on 24/10/25 and signed on their behalf by:



M Palmer

(Treasurer)

1 Accounting policies

Summary of significant accounting policies and key accounting estimates

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

Basis of preparation

The financial statements have been prepared in accordance with 'Accounting and Reporting by Charities: 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) (Second Edition)' and the Financial Reporting Standard applicable in the United Kingdom and Republic of Ireland (FRS 102) and the Charities Act 2011 and UK Generally Accepted Practice as it applies from 1 January 2015.

The financial statements have been prepared to give a 'true and fair' view and have departed from the Charities (Accounts and Reports) Regulations 2008 only to the extent required to provide a 'true and fair view'. This departure has involved following 'Accounting and Reporting by Charities: 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) (Second Edition)' rather than the Accounting and Reporting by Charities: Statement of Recommended Practice effective from 1 April 2005 which has since been withdrawn.

Vine Baptist Church meets the definition of a public benefit entity under FRS 102. Assets and Liabilities are initially recognised at historic cost or transaction value unless stated in the relevant accounting policy notes.

Going concern

The financial statements have been prepared on a going concern basis.

The trustees assess whether the use of going concern is appropriate i.e. whether there are any material uncertainties related to events or conditions that may cast significant doubt on the ability of the Charity to continue as a going concern. The trustees make this assessment in respect of a period of one year from the date of approval of the financial statements.

Charitable funds

Unrestricted funds are general funds that are available for use at the trustees' discretion in furtherance of the objectives of the Charity.

Restricted funds are subject to specific conditions by donors as to how they may be used. The purposes and uses of the restricted funds are set out in the notes to the accounts.

Income

Donations

Voluntary income including donations, gifts and grants that provide core funding are recognised when the Charity has entitlement to the income, it is probable that the income will be received, and the amount can be measured with sufficient reliability.

Charitable activities

Charitable activities relate to church events and donations and are accounted for in the period in which they are received.

Investment income

Investment income is recognized when the Charity has entitlement to the income as per the lease agreement.

Expenditure

All expenditure is recognised once there is a legal or constructive obligation to that expenditure, it is probable settlement is required and the amount can be measured reliably. All costs are allocated to the applicable expenditure heading that aggregate similar costs to that category. Where costs cannot be directly attributed to particular headings they have been allocated on a basis consistent with the use of resources, with central staff costs allocated on the basis of time spent, and depreciation charges allocated on the portion of the asset's use. Other support costs are allocated based on the spread of staff costs.

Charitable activities

Charitable expenditure comprises those costs incurred by the Charity in the delivery of its activities and services for its beneficiaries. It includes both costs that can be allocated directly to such activities and those costs of an indirect nature necessary to support them.

Support costs

Support costs include central functions and have been allocated to activity cost categories on a basis consistent with the use of resources, for example, allocating property costs by floor areas, or per capita, staff costs by the time spent and other costs by their usage.

Governance costs

These include the costs attributable to the Charity's compliance with constitutional and statutory requirements, including audit, strategic management and Trustees' meetings and reimbursed expenses.

Taxation

The Charity is considered to pass the tests set out in Paragraph 1 Schedule 6 of the Finance Act 2010 and therefore it meets the definition of a charitable company for UK corporation tax purposes. Accordingly, the Charity is potentially exempt from taxation in respect of income or capital gains received within categories covered by Chapter 3 Part 11 of the Corporation Tax Act 2010 or Section 256 of the Taxation of Chargeable Gains Act 1992, to the extent that such income or gains are applied exclusively to charitable purposes.

Financial instruments

The Charity only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like other debtors and creditors and loans from related parties.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in profit or loss.

Financial assets and liabilities are offset and the net amount reported in the Balance Sheet when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

The charity does not have anything other than basic financial instruments.

Tangible fixed assets

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at rates calculated to write off the cost less estimated residual value of each asset over its expected useful life. In the opinion of the Trustees the properties are maintained in a state of repair such that their estimated residual value is not less than their costs, and hence annual depreciation charge and accumulated depreciation, would be immaterial.

Investment property

Investment property is initially measured at cost and subsequently at fair value. Fair value is determined with reference to comparable properties, observable market prices or other information.

Debtors

Other debtors and cash are initially measured at settlement amount due after any discounts offered. Prepayments are valued at the amount prepaid, net of any discounts. Financial assets are classified as receivables within one year and are not amortised.

Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and call deposits, and other short-term highly liquid investments that are readily convertible to a known amount of cash and are subject to an insignificant risk of change in value.

Creditors

Trade creditors are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if the Charity does not have an unconditional right, at the end of the reporting period, to defer settlement of the creditor for at least twelve months after the reporting date. If there is an unconditional right to defer settlement for at least twelve months after the reporting date, they are presented as non-current liabilities.

Trade creditors are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest method.

Foreign currency transactions and balances

Transactions denominated in foreign currencies are recorded at the rate ruling at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated into sterling at the rates of exchange ruling at the balance sheet date. All differences are included in net movements in funds.

Judgements

In the application of the charity's accounting policies, the trustees are required to make judgements, estimates and assumptions about the carrying amount of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised where the revision affects only that period, or in the period of the revision and future periods where the revision affects both current and future periods. The trustees consider that the only significant judgement relates to the valuation of the investment property.

2 Income from donations

| | Unrestricted Funds £ | Designated Funds £ | Restricted Funds £ | Total 2024 £ | Total 2023 £ |
|--------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------|-----------------------------|
| Weekly offering | 11,663 | | 1,532 | 13,195 | 12,317 |
| Standing orders offering | 44,289 | | 3,756 | 48,045 | 43,517 |
| Gift aid recovery | 11,900 | | - | 11,900 | 14,351 |
| Building fund donations | - | 1,210 | - | 1,210 | 28,655 |
| | 67,852 | 1,210 | 5,288 | 74,350 | 98,840 |

3 Charitable activities

| | Unrestricted Funds £ | Restricted Funds £ | Designated Funds £ | Total 2024 £ | Total 2023 £ |
|-----------------|----------------------------|--------------------------|--------------------------|--------------------|--------------------|
| Use of premises | 8,267 | - | - | 8,267 | 9,844 |
| | 8,267 | - | - | 8,267 | 9,844 |

4 Investment income

| | Unrestricted Funds £ | Restricted Funds £ | Designated Funds £ | Total 2024 £ | Total 2023 £ |
|---------------|----------------------------|--------------------------|--------------------------|--------------------|--------------------|
| Bungalow rent | 18,000 | - | - | 18,000 | 13,896 |
| | 18,000 | - | - | 18,000 | 13,896 |

5 Expenditure on church activities

| | Unrestricted funds £ | Restricted funds £ | Designated funds £ | Total 2024 £ | Total 2023 £ |
|---------------------------|----------------------------|--------------------------|--------------------------|--------------------|--------------------|
| Ministry | 54,780 | - | - | 54,780 | 54,543 |
| Mission | - | 5,288 | - | 5,288 | 5,692 |
| Upkeep of Church premises | 18,402 | - | 80,181 | 98,583 | 27,742 |
| Social & Youth Work | 2,092 | - | 12,129 | 14,221 | 6,054 |
| Support costs (Note 5.1) | 15,985 | - | - | 15,985 | 14,000 |
| Total | 91,259 | 5,288 | 92,310 | 188,857 | 108,031 |

5.1 Support costs

| | Unrestricted Funds £ | Designated Funds £ | Total Funds 2024 £ |
|--------------------|----------------------------|--------------------------|--------------------------|
| Wages and salaries | 15,361 | - | 15,361 |
| Payroll fees | 624 | - | 624 |
| | 15,985 | - | 15,985 |

6 Trustees remuneration, expenses and donations

Alice Diaper, the wife of Rev Andrew Diaper received remuneration in respect of her role as Youth and Families worker amounting to £nil (2023 - £nil).

Andrew Diaper received remuneration in respect of his role as Pastor of £34,662 (2023 - £32,205).

No other trustees, nor any persons connected with them, have received any remuneration from the charity during the year.

Andrew Diaper received reimbursed expenses of £4,663 (2023 - £4,698)

No other trustees have received any reimbursed expenses or any other benefits from the charity during the year.

During the year the trustees made donations to the charity amounting to £8,000 (2023 - £10,440).

7 Staff numbers

During the year, the average monthly headcount employed by the Charity was 3 (2023 – 3).

During the year, the total wage cost came to £53,538 (2023 - £49,284).

The charity did not have any employees with wages exceeding £60,000 (2022 – 0).

8 Tangible fixed assets

| | Land & Buildings £ | Total 2024 £ |
|------------------------------------|--------------------------|--------------------|
| Cost | | |
| At 1 January 2024 | 3,537,648 | 3,537,648 |
| At 31 December 2024 | 3,537,648 | 3,537,648 |
| Depreciation and impairment | | |
| At 1 January 2024 | - | - |
| Depreciation charged in the year | - | - |
| At 31 December 2024 | - | - |
| Carrying amount | | |
| At 31 December 2024 | 3,537,648 | 3,537,648 |
| At 31 December 2023 | 3,537,648 | 3,537,648 |

9 Fixed asset investment

| | Land & Buildings £ | Total 2024 £ |
|----------------------------|--------------------------|--------------------|
| Cost | | |
| At 1 January 2024 | 178,453 | 178,453 |
| At 31 December 2024 | 178,453 | 178,453 |
| Investment Property | | |
| At 31 December 2024 | 178,453 | 178,453 |
| At 31 December 2023 | 178,453 | 178,453 |

10 Debtors

| | Total 2024 £ | Total 2023 £ |
|---------------|-----------------------------|-----------------------------|
| Other debtors | 18,233 | 6,333 |
| | <u>18,333</u> | <u>6,333</u> |

11 Creditors: amounts falling due within one year

| | Total 2024 £ | Total 2023 £ |
|-----------------|-----------------------------|-----------------------------|
| Members loans | 50,000 | 50,000 |
| Other creditors | - | - |
| | <u>50,000</u> | <u>50,000</u> |

12 Funds

| | Balance at 1 January 2024 £ | Incoming resources £ | Resources expended £ | Balance at 31 December 2024 £ |
|---------------------------|--|-------------------------------------|-------------------------------------|--|
| Unrestricted funds | | | | |
| General fund | 91,944 | 96,821 | 126,259 | 62,506 |
| | <u>91,944</u> | <u>96,821</u> | <u>(126,259)</u> | <u>62,506</u> |
| Restricted funds | | | | |
| Mission | 3,676,101 | 5,288 | (5,288) | 3,676,101 |
| | <u>3,676,101</u> | <u>5,288</u> | <u>(5,288)</u> | <u>3,676,101</u> |
| Designated funds | | | | |
| Legacy | 37,662 | 35,000 | (69,587) | 3,075 |
| Manse | 21,513 | 1,210 | (22,723) | - |
| | <u>59,175</u> | <u>36,210</u> | <u>(92,310)</u> | <u>3,075</u> |
| | <u>3,827,220</u> | <u>138,319</u> | <u>(223,857)</u> | <u>3,741,682</u> |

The specific purposes for which the funds are to be applied are as follows:

Restricted funds:

To support missionaries as agreed by the trustees

Designated funds:

For the support of the youth worker and certain building costs as agreed by trustees.

Unrestricted funds:

These funds are provided by donors for support of the charity, without restriction on how funds should be deployed.

Vine Baptist Church
Park Lane, Sevenoaks, Kent, TN13 3UP

Hannah Fowlie
Bourner Bullock
Chartered Accountants
114 St Martin's Lane
Covent Garden
London
WC2N 4BE

Date: 29/10/2025

Dear Sirs/Madam,

We confirm that the following 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 following representations to you, in connection with your examination of the charity's financial statements for the year ended 31 December 2024.

- 1 We acknowledge, as trustees, our collective responsibility under the Charities Act 2011 for presenting financial statements, which give a true and fair view and confirm that we have approved the financial statements for the year ended 31 December 2024. We also acknowledge our responsibility for making accurate representations to you. All the accounting records have been made available to you for the purpose of your assignment and all the transactions undertaken by the charity have been properly reflected and recorded in the accounting records. All other records and related information, including minutes of all trustee and management meetings, have been made available to you.
- 2 We confirm that the charity is eligible for an independent examination of its financial statements, and that there are no circumstances which we should draw to your attention which would invalidate this eligibility. We acknowledge that the work performed by you is substantially less in scope than an audit performed in accordance with International Standards on Auditing (UK).
- 3 We confirm that the accounting policies and estimation techniques adopted for the preparation of the financial statements are the most appropriate to the circumstances in which the charity operates.
- 4 All grants, donations and other incoming resources, the receipt of which is subject to specific terms or conditions, have been notified to you. There have been no breaches of terms or conditions during the period in the application of such incoming resources. The following endowments and restricted income grants and donations were received during the period:
 - Weekly offering: £1,532
 - Standing orders: £3,756
- 5 Other than those disclosed in the financial statements we are not aware of any material liabilities, provisions, contingent liabilities, contingent assets or contracted for capital commitments that need to be provided for or disclosed in the financial statements.
- 6 The charity has satisfactory title to all assets and there are no liens or encumbrances on the charity's assets except as disclosed in the notes to the financial statements.

Charity Number: 1159416

Vine Baptist Church
Park Lane, Sevenoaks, Kent, TN13 3UP

- 7 Other than those disclosed in the financial statements, the charity has not entered into any transactions or has balances outstanding involving trustees, officers or other related parties, which require disclosure under the law or the financial reporting framework adopted, including the Charities SORP. If relevant, appropriate disclosure has been made of the control of the charity.
- 8 We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect errors or fraud, and 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. We are unaware of any irregularities, including fraud and suspected fraud, involving management, employees or others who have significant roles in internal control, or those employed by the charity where the fraud could have a material effect on the financial statements. No allegations of such irregularities or breaches have come to our notice.
- 9 We are unaware of any breaches or possible breaches of statute, regulations, contracts, agreements or the charity's constitution which might result in the charity suffering significant penalties or other loss. No allegations of such irregularities or breaches have come to our notice. We confirm that the charity has had no non-routine communication with Charity Commission during or since the period of which you are unaware.
- 10 We have reviewed the affairs of the charity and confirm that no income is subject to income or capital gains tax. We have also reviewed the VAT treatment in relation to contractual services provided by the charity and confirm that VAT has been correctly accounted for.
- 11 The financial statements have been prepared on the going concern basis as we believe that adequate cash resources will be available to cover the charity's requirements for working capital and capital expenditure for at least the next twelve months. We are not aware of any other factors which could put into jeopardy the charity's going concern status during or beyond this period.
- 12 There have been no events since the balance sheet date which necessitate revision of the figures included in the financial statements or inclusion of a note thereto. Should further material events occur, which may necessitate revision of the figures included in the financial statements or inclusion of a note thereto, we will advise you accordingly.
- 13 We confirm that the charity has adequate procedures in place to identify intangible income and all intangible income has been appropriately valued and included in the financial statements.

Yours faithfully

Signed by:

C52FCE002C76433...
M Palmer
Signed on behalf of the board of trustees

Charity Number: 1159416



BOURNER BULLOCK
Chartered Accountants

Our ref: V030/DW/KP/VM/P

22 October 2025

The Trustees
Vine Baptist Church
Park Lane
Sevenoaks
TN13 3UP

114 St Martin's Lane
Covent Garden
London
WC2N 4BE
Tel: +44 (0) 20 7240 5821

Web: www.bournerbullock.co.uk
Email: bb@bournerbullock.co.uk

Dear Sirs

PROVISION OF PROFESSIONAL SERVICES

Thank you for engaging us for the provision of professional services. This letter together with our standard terms of business, set out the basis on which we are to provide those services.

We are bound by the code of ethics of The Institute of Chartered Accountants in England and Wales (ICAEW), and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines.

We have listed below, under the Agreement of Terms section, the work which you have instructed us to carry out, the detail of which is contained in the attached detailed schedules. Together these state your and our responsibilities in relation to the work to be carried out.

Only the services which are listed in the attached detailed schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out, please let us know as soon as possible. If we agree to carry out additional work for you, we will provide you with an amended engagement letter, and if relevant, new detailed schedules.

Agreement of terms

This engagement will start for the year ended 31 December 2024.

Service provided

- Independent examination



Partners: David Wheeler FCCA FCA • Viraj Mehta FCCA CTA • Russell Joseph FCA
Hannah Fowle ACA • Tom Solis ACA



A member of the JPA International network of independent accountancy firms.

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.

Registered with the Chartered Institute of Taxation as a firm of Chartered Tax Advisers.



BOURNER BULLOCK
Chartered Accountants

This letter supersedes any previous engagement letter for the period covered. 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 the terms of this engagement letter, unless we hear from you to the contrary within 14 days of you giving that instruction.

Further assistance

If at any time 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 Russell Joseph on 020 7240 5821. Further details are set out in our standard terms of business.

Confirmation of your agreement

Please confirm your agreement to the terms of this letter and the attached schedules by signing and returning the Client Response schedule. Once it has been agreed, this letter will remain effective until it is replaced.

This letter, together with the attached schedules, constitutes the entire contract between us. 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.

If this letter and the attached schedules are not in accordance with your understanding of our terms of appointment, please contact us.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Bournier Bullock', with a horizontal line underneath the name.

Bournier Bullock




BOURNER BULLOCK
Chartered Accountants

CLIENT RESPONSE

I acknowledge receipt of this letter and confirm I have read and understood the contents of this letter and the attached schedules. I also confirm that the Engagement Schedules, together with the Standard terms of business schedules, fully records the agreement between us concerning your appointment to carry out the work described in the schedules.

Name Martin Palmer

Signed 
C52FCE002C76433...

Date 29/10/2025

Title: Trustee

For and on behalf of **Vine Baptist Church**



SECTION 1 INDEPENDENT EXAMINATION

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to act as accountant and advisors to the charity in respect to the independent examination you have requested us to carry out and to clarify our respective responsibilities in respect of that work.

Our firm will act as independent examiners with Russell Joseph acting as the independent examiner.

1 **Your responsibilities as trustees/directors**

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

- (a) 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;
- (b) 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, in particular, other than already disclosed, there are no significant doubts about 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.
- (c) 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 SORP, the Companies Act 2006 (CA 2006) and applicable accounting standards as agreed with you, being FRS 102. 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
- (c) 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.



BOURNER BULLOCK
Chartered Accountants

- 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 (ChA 2011). You should also have regard to the relevant Statement of Recommended Practice Accounting and Reporting by Charities (SORP), published jointly by the Charity Commission for England and Wales and the Office of the Scottish Charity Regulator, and any subsequent amendments or variations to this statement.
- 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 You are also responsible for determining whether, in respect of the year, the charity meets the conditions for exemption from an audit set out in the ChA 2011 and the CA 2006, namely that:
 - (a) no notice has been received from the Charity Commission requiring an audit;
 - (b) no notice has been received from the members requiring an audit;
 - (c) the charity's gross income in the current year is not more than £500,000 for years ending before 31 March 2015, or £1m for years ending on or after this date;
 - (d) where gross income exceeds £250,000, the charity's gross assets do not exceed £3.26m; and
 - (e) the charity is not ineligible for audit exemption under the CA 2006.
- 1.5 The exemption from audit is available only if you, as director/trustees, sign a declaration on the balance sheet stating that:
 - for the year in question, the company is eligible to take advantage of the audit exemptions;
 - the members have not required the company to obtain an audit of its financial statements for the year in accordance with CA 2006, s. 476; and
 - you acknowledge your obligations for complying with the requirements of CA 2006 with respect to accounting records and preparation of financial statements.
- 1.6 The availability of the exemption from an audit of the financial statements is conditional upon your causing an independent examiners' report to be prepared in respect of the financial statements in accordance with the ChA 2011, s. 145. You are responsible for deciding whether that report shall be made and for appointing us as reporting accountants to make that report to the trustees of the charity.
- 1.7 If gross income falls to £25,000 or less for the year, then, provided the other criteria set out above are met, you will need neither an audit nor an independent examiner's report.
- 1.8 You have undertaken to make available to us, as and when required, all the charity's accounting records and related financial information, including minutes of management and members' meetings, necessary to carry out our work. You will make full disclosure to us of all relevant information.

2 Our responsibilities as independent examiners



- 2.1 We shall plan our work on the basis that an independent examiner's report is required for the year, unless you inform us in writing that either:
 - (a) the charity requires an audit of the financial statements; or
 - (b) the charity requires neither an audit nor an independent examiner's report.
- 2.2 Should you instruct us to carry out an audit, then the terms of that assignment will be dealt with in a new engagement letter. Should you inform us that the charity requires neither an audit nor an independent examiner's report, then we shall have no responsibilities to the charity, except those specifically agreed upon between us in respect of other professional services.
- 2.3 As independent examiners, we have a statutory responsibility to report to the members of the charity whether, in our opinion, there is reasonable cause to believe that, in any material respect:
 - (a) adequate accounting records have not been kept, contrary to the requirements of the CA 2006;
 - (b) the financial statements do not agree with those accounting records; or
 - (c) the financial statements do not comply with any of the accounting requirements specified in the Charities (Accounts and Reports) Regulations 2008 (SI 2008/629), Regulation 4 (or 5 for common investment funds or common deposit funds), and applicable accounting standards as agreed with you, being FRS 102, except to the extent necessary to show a true and fair view.
- 2.4 Should our work indicate that the charity is not entitled to exemption from an audit of the financial statements then we will inform you. In such circumstances, we will not issue any report and will withdraw from the engagement to prepare an independent examiner's report, notifying you in writing of the reasons. In these circumstances, if appropriate, we will discuss with you the possibility of appointing us as auditors.
- 2.5 We have a professional responsibility not to allow our name to be associated with financial statements that are, or may be, misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements are, or may be, misleading, if the matter cannot be adequately dealt with by means of qualifying our opinion (or by other appropriate modifications of the report), we will not issue any report. In such circumstances, we will withdraw from the engagement, and will notify you in writing of the reasons. In these circumstances you agree that we have a right to invoice you for our time spent examining the financial statements and for time spent on any other work that is not completed as a result of our resignation.
- 2.6 Under the 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 examination 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 the 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.

Scope of independent examination

- 2.7 Our work as independent examiners will be carried out in accordance with guidance for such engagements issued by the Charity Commission. It will consist of comparing the financial statements with the accounting records kept by the charity, and making such limited enquiries of the trustees and staff of the charity as we may consider necessary for the purpose of our report.
- 2.8 As part of our normal procedures, we may request you to provide written confirmation of any information or explanations provided by you orally during the course of our work.
- 2.9 Our work as independent examiners will not be an audit of the financial statements in accordance with International Standards on Auditing (UK). Accordingly, we will not obtain any independent evidence relating to entries in the accounting records, or to the amounts or disclosures in the financial statements. Consequently our work as independent examiners will not provide any assurance that the accounting records or the financial statements are free from material misstatement whether caused by fraud, other irregularity or error.
- 2.10 Because we will not carry out an audit, nor otherwise confirm the accuracy or reasonableness of the accounting records maintained by the charity, we will be unable to provide any assurance as to whether the financial statements that we prepare from those records give a true and fair view.



PROVISION OF CLIENT PORTAL SERVICE via the CLOUD

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to provide access to a secure client portal via the Cloud provided by the third-party software provider, Reckon UK (the 'Cloud Supplier'), and to clarify our respective responsibilities in respect of that work. You agree that access will be provided to both the firm and the Cloud Supplier.

Details of the Cloud Supplier are:

Reckon UK, Unit G, South Cambridgeshire Business Park, Sawston, Cambridgeshire CB22 3JH

E-mail: uk@reckon.com

Location of server: UK

1 Your responsibilities

- 1.1 You control which documents you upload to the portal and for removing them when they are no longer needed.
- 1.2 If you need to send/process personal data, you will provide us with appropriate contractual assurances that you have secured consents to do so.
- 1.3 You will be obliged to keep all passwords and login details secure and not to share with others.
- 1.4 You undertake to use the system for acceptable use, which includes:
 - not to transmit any viruses, Trojans, keyloggers or other harmful code;
 - not to transmit any unlawful information or content;
 - not to allow access to the service to any third party; and
 - not to use the software to provide services to other parties.
- 1.5 You are responsible for:
 - ensuring that your network and systems meet any necessary performance requirements; and
 - maintaining your network and telecommunication links.
- 1.6 If one of your staff who has access to the portal leaves, you are responsible for asking the firm to remove their user id and password.
- 1.7 If you determine to cease using the services of the firm, you will inform the firm immediately.



2 Our responsibilities as accountants

- 2.1 We will provide a free voluntary client portal service to allow the secure exchange of documents between the firm and its client, as well as ongoing client access to certain documents (which may include confidential documents) created or maintained by the firm.
- 2.2 We undertake to use all reasonable endeavours to obtain from the Cloud Supplier a signed confidentiality agreement with the firm to ensure compliance with the relevant clauses in the firm's standard terms of business concerning our fees, confidentiality, internet communication, all relevant data protection law and general limitation of liability.
- 2.3 We will keep all passwords and login details secure, and only disclose to staff that require access.
- 2.4 The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Cloud Supplier infrastructure. We are also not liable for any loss of or corruption to your data or if the service is interrupted due to your breach of Cloud Supplier terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.
- 2.5 On receiving notification of the decision to cease using our services, we will immediately cancel all user access to your portal and discuss with you the way ahead.
- 2.6 The firm reserves the right to modify these terms and conditions under which the portal is offered, and will provide you with due notice before implementation.



DATA PROTECTION

We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to the clause below 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 it and any privacy notice referred to therein.

In this clause, the following definitions shall apply:

‘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’, and ‘process’ shall have the meanings given to them in the data protection legislation;

‘UK GDPR’ means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of the Data Protection Act with the requirements of the General Data Protection Regulation ((EU) 2016/679); and

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

We shall each be considered an independent data controller in relation to personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

1 Your responsibilities

1.1 You shall only disclose client personal data to us where:

- (i) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available on our website for this purpose);
- (i) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and
- (ii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.



BOURNER BULLOCK
Chartered Accountants

- 1.2 Should you require any further details regarding our treatment of personal data, please contact our data protection officer at DPO@bournerbullock.co.uk.

2 Our responsibilities as accountants

- 2.1 We shall only process the client personal data:

- (i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- (i) in order to comply with our legal or regulatory obligations; and
- (ii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice (available on our website) contains further details as to how we may process client personal data.

- 2.2 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the UK. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.

- 2.3 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

- 2.4 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- (a) 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 our processing of their personal data;
- (a) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- (b) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.



- 2.5 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

Bourner Bullock Standard Terms of Business

Last revised June 2025

The purpose of this schedule is to set out the standard terms of business that apply to all engagements accepted. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These standard terms of business are applicable to all types of entities (e.g. companies, LLPs, charities, friendly societies, academies, pension schemes, etc.). Any reference therefore to 'director' or 'company' should be interpreted as appropriate for the entity type (e.g. partner, trustee, governor, charity, LLP, etc.).

1 Professional obligations

- 1.1 As required by the Provision of Services Regulations 2009 (SI 2009/2999), details of the firm's professional registrations, including audit registration where applicable, can be found at www.auditregister.org.uk, under the reference number C005387656.
- 1.2 We will observe and act in accordance with the bye-laws and regulations of our professional body, Institute of Chartered Accountants in England and Wales, together with their code of ethics. We accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

Professional indemnity insurance

- 1.3 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, details of our professional indemnity insurer are Royal & Sun Alliance PLC of 9th Floor, One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. 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 of America or Canada.

2 Investment services

- 2.1 Since we are not authorised by the Financial Conduct Authority then we may have to refer you to someone who is authorised if you need advice on investments. However, as we are licensed by our professional body, 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.
- 2.2 Such advice may include:
 - advise you on investments generally, but not recommend a particular investment or type of investment;
 - refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for his services and will take full responsibility for compliance with the requirements of the *Financial Services and Markets Act 2000*;
 - advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
 - advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
 - assist you in making arrangements for transactions in investments in certain circumstances; and
 - manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.
- 2.3 For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:
 - advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
 - arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
 - arrange for the issue of new shares; and
 - act as the addressee to receive confirmation of acceptance of offer documents etc.
- 2.4 Where the firm is providing insurance mediation services (including fee protection), we are not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes

Bourner Bullock
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wrong, is regulated by our professional body. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>.

- 2.5 The firm may receive commission from any introduction to a PTP in connection with the above, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction. Such commission will be held in our clients' account until we receive instructions from you as to how it should be treated. In the event of no such instructions being received, we may use such monies against any fees that have been outstanding for 30 days or more and concerning which you are not in dispute with us.
- 2.6 We may also request that you allow us to retain such commissions to cover our costs in connection with the above, but permission will be sought separately from you in these circumstances. If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section of this letter and, 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.

Financial Promotions

- 2.7 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, but would 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.

3 Commissions or other benefits

- 3.1 You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts. In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment.

4 Client monies

- 4.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of our professional body.
- 4.2 In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £250. Any such interest would be calculated using the prevailing rate applied by Lloyds Bank Plc. for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 4.3 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 4.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

5 Fees

- 5.1 Our fees are computed on the basis of time spent on your affairs by the principals and our staff, including sub-contractors or consultants where necessary, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.
- 5.2 If it is necessary to carry out work outside the responsibilities agreed with you for each service, we will advise you in advance. Any additional work will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc. are completed to the agreed stage.
- 5.3 Invoices are payable in full (including disbursements) upon receipt. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

Bourner Bullock
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- 5.4 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order. These standing orders will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved, we would be grateful if you would agree to pay an amount to us on a regular basis.
- 5.5 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed. We accept settlement of fees by certain credit cards.
- 5.6 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.
- 5.7 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.
- 5.8 In the event that we cease to act in relation to your company's affairs you agree to meet all reasonable costs of providing information to the company's new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

6 Retention of papers

- 6.1 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 if requested. Documents and records relevant to your tax affairs are required by law to be retained by you as follows:

Individuals, trustees and partnerships:

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

Companies, Limited Liability Partnerships, and other corporate entities:

- six years from the end of the accounting period.

- 6.2 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 ten years old, except documents we think may be of continuing significance. You must notify us in writing if you wish us to keep any document for a longer period.

7 Conflicts of interest and independence

- 7.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 8 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you 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. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.
- 7.2 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 below.

8 Confidentiality

- 8.1 We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- 8.2 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.
- 8.3 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.

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- 8.4 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.
- 8.5 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.
- 8.6 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 systems and the subcontractor is bound by the confidentiality terms equivalent to an employee.
- 8.7 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 8.8 This clause applies in addition to our obligations as to data protection below.
- 8.9 We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

9 Quality control

- 9.1 As part of our ongoing commitment to providing a high-quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

Dealing with HM Revenue & Customs

- 9.2 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, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.
- 9.3 We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HMRC that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

10 Help us to give you the right service

- 10.1 We are committed to providing you with a high-quality service that is both efficient and effective. If at any time 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 David Wheeler or Viraj Mehta on 020 7240 5821.
- 10.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may of course take up the matter with our professional body.
- 10.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement schedules. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- your insolvency, bankruptcy or other arrangement being reached with creditors;
 - failure to pay our fees by the due dates;
 - either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

11 Applicable law

- 11.1 This engagement letter is governed by, and construed in accordance with English law. The Courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have 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.
- 11.2 If any provision in this Standard Terms of Business or any associated engagement schedules, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

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

- 12.1 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, public policy or your circumstances.
- 12.2 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 to the fullest extent permitted by applicable law.

13 Internet communication

- 13.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.
- 13.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

14 Data Protection

- 14.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees and shareholders.

Data controller

- 14.2 We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.
- 14.3 You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice at the web address <https://www.bournerbullock.co.uk/privacy-notice>.
- 14.4 We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where this relates to you. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.
- 14.5 In the course of providing services to you, we may disclose personal data to other firms in our network, a regulatory body or a third party or a buyer of our business. We may export personal data you supply to us outside the UK if necessary. We will ensure all such data disclosure/export is compliant with relevant data protection legislation. You consent to such data export. Where cloud-based services are to be used you may be subject to our cloud services terms and conditions and the cloud storage may be outside the UK.
- 14.6 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.
- 14.7 We will answer your reasonable enquiries to enable you to monitor compliance with this clause. If you need to contact us about any data protection issue, please contact Russell Joseph.

15 Limitation of third-party rights

- 15.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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- 15.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work. We will accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

16 Client identification

- 16.1 In common with other professional firms, we are required by the *Proceeds to Crime Act 2002* and the *Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017* (MLR 2017) to:

- Maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- Report in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.

- 16.2 As part of our client identification procedures we may complete an identity check using dedicated software. You consent to such searches being completed.
- 16.3 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.
- 16.4 If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.
- 16.5 Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

17 Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

- 17.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.
- 17.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

18 General Limitation of liability

- 18.1 We will provide our services 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 where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 18.5 below our liability to you shall be limited as set out in our engagement or other client letter.
- 18.2 You will not hold us, our principal(s)/director(s), shareholders 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. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

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- 18.3 You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.
- 18.4 Our work is not, unless there is a legal or regulatory requirement, 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. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.
- 18.5 Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.
- 19 Intellectual property rights and use of our name**
- 19.1 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. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.
- 19.2 You are not permitted to use our name in any statement or document that 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.
- 20 Draft/interim work or oral advice**
- 20.1 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally. Advice is valid as at the date it was given.
- 21 Interpretation**
- 21.1 If any provision of our engagement letter or terms of business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. 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.
- 22 Internal disputes within a client**
- 22.1 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 (unless we have agreed otherwise) 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 registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken. In certain cases we reserve the right to cease acting for the business/client entirely.
- 23 Disengagement**
- 23.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.
- 24 Probate-type services**
- 24.1 As we are not licensed or authorised by the ICAEW for the reserved legal activity of non-contentious probate, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme and you will not have access to the Legal Ombudsman, nor is our advice covered by legal professional privilege.