



**CHARITY COMMISSION**  
FOR ENGLAND AND WALES

## Trustees' Annual Report for the period

From Period start date 01.02.2022 To  
Period end date 31.12.2022

Charity name: Larsen's Pride

Charity registration number: 1197746

## Objectives and Activities

	SORP reference	
Summary of the purposes of the charity as set out in its governing document	Para 1.17	<p>Larsen's Pride is a registered charity, constituted as a charitable incorporated organisation (CIO) in February 2022. Larsen's Pride's objects are the relief of those in need by reason of ill health, specifically children with brain tumours and their families, in particular but not limited to the provision of big cat soft toys and providing grant funding to other organisations and projects focusing on the relief of need of children with a brain tumour diagnosis and their families.</p> <p>Today, Larsen's Pride comprises nine trustees, all of whom are volunteers. of childhood cancer.</p> <p>Larsen's Pride's governing document sets out its objects, powers and how it is to be administered. The CIO's only voting members are its charity trustees. If the CIO is wound up, the members have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.</p> <p>The trustees are legally responsible for ensuring that the charity is well governed and run effectively and efficiently.</p> <p>The trustees regularly review the skills, knowledge, experience and balance of the board and look to recruit new trustees if any gaps are identified. Once vetted, new trustees are appointed by a resolution passed at a properly convened meeting of the board</p>
Summary of the main activities in relation to those purposes for the public benefit, in particular, the	Para 1.17 and 1.19	<p>The purpose of the CIO is, for the public benefit, to improve the lives of children (0-12 years) with brain tumours, in England and Wales. Larsen's pride's</p>

<p>activities, projects or services identified in the accounts.</p>		<p>objects are the relief of those in need by reason of ill health, specifically children with brain tumours and their families, in particular but not limited to the provision of big cat soft toys and providing grant funding to other organisations and projects focusing on the relief of need of children with a brain tumour diagnosis and their families.</p> <p>Our main activities in 2022 were as follows:</p> <p>-Larsen's Pride distributed over 150 Jellycat soft toys throughout 2022, primarily to three treatment centres (Nottingham, University College London Hospital and Noah's Ark Children's Hospital, Cardiff). These provided comfort to children undergoing treatment for a brain tumour.</p> <p>-We commissioned an animation, to support children through radiotherapy, explaining their treatment and the experience of undergoing radiotherapy. It is Larsen's Pride's hope that this will support more children and families to undergo radiotherapy awake.</p> <p>-We commissioned a series of videos, explaining the roles of staff working in a radiotherapy department. These videos will support children to understand the roles of different people in their treatment and remove anxiety around their radiotherapy experience.</p>
<p>Statement confirming whether the trustees have had regard to the guidance issued by the Charity Commission on public benefit</p>	<p>Para 1.18</p>	<p>The trustees are responsible for preparing their annual report and the financial statements of the charity in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).</p> <p>The law applicable to charities in England and Wales requires the trustees to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources of the charity for that period.</p> <p>In preparing these financial statements, the trustees are required to:</p> <ul style="list-style-type: none"> <li>• Select suitable accounting policies and apply them consistently</li> <li>• Observe the methods and principles in the Charities SORP</li> </ul>

		• Make judgements and estimates that are reasonable and prudent	
			<ul style="list-style-type: none"> <li>• State whether appropriate accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements</li> <li>• Prepare the financial statements on a going concern basis unless it is impractical to presume that the charity will continue to exist</li> <li>• The trustees are responsible for maintaining proper accounting records which 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 2006 and the Charities (Accounts and Reports) Regulations 2006. They are also responsible for safeguarding the assets of the charity and taking reasonable steps for the prevention and detection of fraud and other irregularities.</li> </ul>
<b>Additional information (optional)</b>			
You may choose to include other statements where relevant about:			
	Gift Aid		
Policy on grant making	Para 1.30		<p>As a registered charity, within its governing document, the provision to provide grant making to other organisations. A project has been identified for 2022, to distribute small grants to hospital treatment centres to improve the experience of children during treatment for a brain tumour, however the grant making policy is yet to be defined.</p>
			N/A
Policy on social investment including program related investment	Para 1.38		
			N/A
Conflicts made by volunteers	Para 1.38		
			N/A
Other			
<b>Achievements and Performance</b>			

	SORP reference	
Summary of the main achievements of the charity, identifying the difference the charity's work has made to the circumstances of its beneficiaries and any wider benefits to society as a whole.	Para 1.20	<p>The charity was invited to present at the <b>Oncology Professional Care Conference</b> at London Excel. This was an excellent opportunity to share our work and ambitions as well as making new connections, such as with <b>BOPA (British Oncology Pharmacists Association)</b>. Feedback from the event demonstrated an immediate impact in changing practice, "I have just listened to your presentation at OPC, all I can say is wow! ... I will take away the patient centred care part of the story, thank you."</p> <p>We have also built a key relationship with <b>Sheffield Hallam University</b> after delivering a number of workshops to third year radiotherapy students. The charity has been invited back next year to deliver again. Paediatric care and support would not be taught on this course without our workshops. This means that our work has equipped an entire cohort of graduating therapeutic radiographers with skills to care for paediatric patients that they otherwise would not have had before commencing employment. This will improve the care and support of paediatric patients attending for radiotherapy across centres all over the UK.</p> <p>As aforementioned, we have had a very successful first year of fundraising and have increased our delivery of Jellycat soft toys to around 250 in 2023. This is up from around 150 in 2022. Around 500 children are diagnosed with a brain tumour in the UK each year, therefore this number demonstrates that we are now reaching around 50% with our soft toys and an initial introduction to our work.</p> <p>The charity has developed an animation to familiarise children with the radiotherapy treatment pathway, with two key aims. First, to bring courage and comfort and remove fear, and second, to improve the likelihood that younger children can access radiotherapy without a general anaesthetic. We have already had significant engagement with the animation from treatment centres across the UK. The animation supports radiographers who may not be trained in</p>

		<p>paediatrics by providing them with a child friendly resource to communicate the process on their behalf. It also supports children to understand what the treatment experience will be like and how and why they may want to try to access it awake. Increasing the number of children who access radiotherapy awake not only buys these children time at home and with their families and reduces the amount of invasive procedures they need, but it will also reduce the cost involved in centres requiring an anaesthetist and recovery bed for these children on a daily basis.</p> <p>Finally, to support the animation, we have produced a number of in-person videos with the support of Nottingham Radiotherapy Centre, where we have also nurtured an important relationship. These videos introduce the health care professionals that children and families will meet during radiotherapy. They also reinforce the fact that you can ask any of these staff about the treatment, side effects or any other concerns or queries. These videos have been shared via Radiotherapy UK to treatment centres across the UK and now staff have access and are able to share these with every family they support.</p> <p>Each of our key achievements has come about from building strong working relationships with families, health care professionals, HE institutions and suppliers. These excellent relationships set an excellent trajectory for growing and developing our work in 2023/24.</p>
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#### **Additional information (optional)**

You may choose to include further statements where relevant about:

Achievements against objectives set	Para 1.41	N/A
Performance of fundraising activities against objectives set	Para 1.41	N/A
		N/A

Investment performance against objectives	Para 1.41	
Other		<b>N/A</b>

## Financial Review

Review of the charity's financial position at the end of the period	Para 1.21	<p><b>The first year of the charity saw an income of £26,931 generated.</b></p> <p><b>Primarily this income was generated from individual donations and individual fundraising, with exception of a number of businesses that supported our work, most notably Ascona Foundation.</b></p> <p><b>Expenditure totalled £6,493, with the most significant expenditure £4,525 on Jellycat soft toys.</b></p> <p><b>£20,438 was the closing balance for the year, which was a pleasing performance in difficult economic circumstances and the first year of the charity. It is anticipated that financial conditions will continue to be challenging, however, as the charity progresses there will be greater opportunity to apply for funds from grants and trusts.</b></p>
Statement explaining the policy for holding reserves stating why they are held	Para 1.22	<p><b>Larsen's Pride received a small number of donations that were restricted and used significantly more unrestricted funds in 2022, to meet it's charitable purposes, than it received in designated funds.</b></p> <p><b>To provide assurances to the children we support and security for our suppliers, the trustees consider it appropriate to always hold reserves of at least £10,000, equivalent to 12 months' operating expenditure</b></p>
Amount of reserves held	Para 1.22	<p><b>At the end of Larsen's Pride's first year, it was agreed the charity would attempt to retain £10,000 in reserve at all times. The remainder, £10,438, is due to be spent in 2023/2024 with a number of projects earmarked for remaining funds (Radiotherapy filming, animation, acquisition of robot), in addition to expanding the number of treatment centres supported with Jellycat soft toys, from 3 to 6.</b></p>
Reasons for holding zero reserves	Para 1.22	<b>N/A</b>
Details of fund materially in deficit	Para 1.24	<b>N/A</b>
Explanation of any uncertainties about the charity continuing as a going concern	Para 1.23	<p><b>The charity has a limited number of fixed outgoings and is in a healthy position going into 2023/24.</b></p>

**Additional information (optional)**

You may choose to include further statements where relevant about:

The charity's principal sources of funds (including any fundraising)	Para 1.47	N/A
Investment policy and objectives including any social investment policy adopted	Para 1.46	<b>Larsen's Pride do not currently have any investments and it is not planned in the short-medium term to make any investments.</b>
A description of the principal risks facing the charity	Para 1.46	<b>The principal risk to Larsen's Pride is the ability to diversify its income. In the first year the financial results are pleasing, particular given the economic climate. However, fundraising has been focused on the networks of trustees and it will be important to proactively seek new funding sources in 2023, to ensure the charity is able to reach more children with a brain tumour.</b>  <b>Larsen's Pride has implemented a risk register to monitor additional risks, such as Trustees obligations, data protection and reputational risk. This will be updated regularly and reviewed and agreed each year at the AGM.</b>
Other		N/A



## Structure, Governance and Management

Description of charity's trusts:		
Type of governing document (trust deed, royal charter)	Para 1.25	<b>CIO</b>
How is the charity constituted? (e.g unincorporated association, CIO)	Para 1.25	<b>Charitable incorporated organisation</b>
Trustee selection methods including details of any constitutional provisions e.g. election to post or name of any person or body entitled to appoint one or more trustees	Para 1.25	<p><b>Trustees, apart from the first charity trustees, are selected via an open application process. To date, Larsen's Pride has appointed four trustees via this method, which requires a CV and covering statement and interview to be completed, before recommendations are made at a meeting of the Trustees.</b></p> <p><b>The provisions set out in the governing document are as follows:</b></p> <p><b>(1) Apart from the first charity trustees, every trustee must be appointed for a term of three years by</b>  <b>a resolution passe</b>  <b>b at a properly convened meeting of the charity trustees.</b></p> <p><b>(2) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.</b></p> <p><b>No person or body is entitled to appoint a trustee and Larsen's Pride has no paid staff who are represented on the board of trustees.</b></p>

### Additional information (optional)

You may choose to include further statements where relevant about:

Policies and procedures adopted for the induction and training of trustees	Para 1.51	<p><b>Larsen's Pride have designed and implemented the following policies in 2022:</b></p> <ul style="list-style-type: none"> <li><b>-Complaints Policy</b></li> <li><b>-Conflict of Interest Policy</b></li> <li><b>-Expenses Policy</b></li> <li><b>-Volunteering Policy</b></li> <li><b>-Safeguarding Policy (Children and Adults)</b></li> <li><b>-Privacy Policy</b></li> <li><b>-Risk Register</b></li> </ul>
The charity's organisational structure and any wider	Para 1.51	<p><b>Larsen's Pride has nine volunteer trustees and no paid staff or volunteers.</b></p> <p><b>The charity is CPD NOW accredited with the Society of Radiographers.</b></p>

network with which the charity works		
Relationship with any related parties	Para 1.51	<b>N/A</b>
Other		<b>N/A</b>

## Reference and Administrative details

Charity name	Larsen's Pride
Other name the charity uses	N/A
Registered charity number	1197746
Charity's principal address	Redlands Cottage, Hasguard Cross, Haverfordwest, SA62 3SJ

**Names of the charity trustees who manage the charity**

	Trustee name	Office (if any)	Dates acted if not for whole year	Name of person (or body) entitled to appoint trustee (if any)
1	Holly Elizabeth Roberts	N/A		N/A
2	Lyndon Roberts	N/A		N/A
3	Estelle Beatrix Maria Macleod	N/A		N/A
4	Helen Godfrey Clamp	N/A		N/A
5	Sophie Jones	N/A		N/A
6	Dr Dhurgsharna Whitton	N/A	25/5/2022 onwards	N/A
7	Claire Hardy	N/A	24/6/2022 onwards	N/A
8	Catherine Goodwin	N/A		N/A
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Corporate trustees – names of the directors at the date the report was approved

[illegible]

Name of trustees holding title to property belonging to the charity

[illegible]

## Funds held as custodian trustees on behalf of others

Description of the assets held in this capacity	N/A
Name and objects of the charity on whose behalf the assets are held and how this falls within the custodian charity's objects	N/A
Details of arrangements for safe custody and segregation of such assets from the charity's own assets	N/A

### Additional information (optional)

#### Names and addresses of advisers (Optional information)

Type of adviser	Name	Address

#### Name of chief executive or names of senior staff members (Optional information)

N/A

## Exemptions from disclosure

Reason for non-disclosure of key personnel details

N/A


## Other optional information

N/A

## Declarations

The trustees declare that they have approved the trustees' report above.

Signed on behalf of the charity's trustees

Signature(s)		
Full name(s)	Lyndon Roberts	Holly Elizabeth Roberts
Position (eg Secretary, Chair, etc)	Secretary	Chair
Date	6/10/2023	

**LARSEN'S PRIDE**

**CHARITY NUMBER 1197746**

**ACCOUNTS AS AT 31 DECEMBER 2022**

**LARSEN'S PRIDE**

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Independent _____	

**LARSEN'S PRIDE**

**LEGAL AND ADMINISTRATIVE INFORMATION**

<b>Charity registration number</b>	1197746
<b>Principal Address</b>	Redlands Cottage Hasguard Cross Haverfordwest Pembrokeshire SA62 3SJ
<b>Clerk to the Trustees</b>	Holly Elizabeth Roberts Redlands Cottage Hasguard Cross Haverfordwest Pembrokeshire SA62 3SJ
<b>Trustees</b>	Holly Elizabeth Roberts Annie Louis Ballard-Heap Saimela Chotza Claire Hardy Dr Dhurgsharma Whitton Sophie Jones Helen Godfrey Clamp Lyndon Roberts Estelle Beatrix Maria Macleod
<b>Independent Examiner</b>	Melvin Bailey Rogers Spencer Newstead House Pelham Road Nottingham NG5 1AP



**LARSEN'S PRIDE**

**INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES**

**Independent Examiner's Report to the Trustees of Larsen's Pride.**

I report to the charity trustees on my examination of the accounts of the charity for the year ended 31 December 2022 which are set out on pages 4 to 6.

**Responsibilities and basis of report**

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

I report in respect of my examination of the charity's accounts 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.

**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:

1. accounting records were not kept in respect of the charity as required by section 130 of the Act; or
2. the accounts do not accord with those records.

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 accounts to be reached.



**Melvin Bailey FCCA DChA  
Chartered Certified Accountants  
Newstead House  
Pelham Road  
Nottingham  
NG5 1AP**

**Date: 6 October 2023**

**LARSEN'S PRIDE**  
**STATEMENT OF RECEIPTS AND PAYMENTS**  
**FOR THE YEAR ENDED 31 DECEMBER 2022**

	Notes	Unrestricted Funds 2022 £	Restricted Funds 2022 £	Total 2022 £
<b>Receipts</b>				
Donations		24,338	-	24,338
Jellycat "Big Cats"		<u>-</u>	<u>2,593</u>	<u>2,593</u>
<b>Total Receipts</b>		<u>24,338</u>	<u>2,593</u>	<u>26,931</u>
<b>Payments</b>				
Charitable activities	2a	3,684	2,593	6,277
Governance costs	2b	<u>216</u>	<u>-</u>	<u>216</u>
<b>Total payments</b>		<u>3,900</u>	<u>2,593</u>	<u>6,493</u>
<b>Net of receipts and payments</b>		<u>20,438</u>	<u>-</u>	<u>20,438</u>
Bank and cash balances carried forward		<u>20,438</u>	<u>-</u>	<u>20,438</u>

LARSEN'S PRIDE

STATEMENT OF ASSETS AND LIABILITIES

FOR THE YEAR ENDED 31 DEC 2009

**LARSENS'S PRIDE**  
**NOTES TO THE ACCOUNTS**  
**FOR THE YEAR ENDED 31 DECEMBER 2022**

**1. BASIS OF ACCOUNTING**

The accounts have been prepared under the "Receipts and Payments" basis as prescribed by the Charity Commissioners. The accounts are prepared on a going concern basis.

**2. PAYMENTS**

**Total  
2022  
£**

**a) Cost of activities in furtherance of Charity objects**

Bank Charges	59
Website Cost	221
Paypal	777
Giving.com	224
Jellycat "Big Cats"	4,525
Postage	124
Sundry	49
Accommodation	<u>297</u>
	<u>6,277</u>

**b) Governance costs**

Lyndon Robert's expenses	<u>216</u>
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**c) Analysis by Fund**

Unrestricted Funds	3,900
Restricted Funds	<u>2,593</u>
	<u>6,493</u>

The restricted fund relates to the supply of Jellycat "Big Cats" to treatment centres.

**3. PAYMENTS TO TRUSTEES**

No remuneration was paid to the Trustees.  
Expenses were paid as disclosed in note 2b)

Our Ref: MB / JH / L265 / 300900

melvin@rogers-spencer.co.uk

The Trustees  
Larsen's Pride  
Redlands Cottage  
Hasguard Cross  
Haverfordwest  
Pembrokeshire  
SA62 3SJ

6 October 2023

Dear Sirs

The purpose of this letter is to set out the basis on which we are to act as independent examiners of the charity and the respective areas of responsibility of the trustees and of ourselves.

**1 Responsibilities of trustees and independent examiners**

- 1.1 As trustees of the charity, you are responsible for maintaining proper accounting records and an appropriate system of internal control for the charity and for preparing the account and statement in accordance with the Charities Act 2011 and regulations thereunder.
- 1.2 Your responsibility for the preparation of the financial statements extends to the application of exemptions and options on transition to, and application of, new accounting standards. As trustees of the charitable company you should consider the impact of new accounting standards on the charitable company, including the impact on going concern.
- 1.3 In accordance with the Charities Act 2011 Section 133, where the charity's gross income in any financial year does not exceed £250,000, the charity's trustees may elect to prepare a receipts' and payments account and a statement of assets and liabilities as its annual statement of accounts. You have elected to prepare such an account and statement.
- 1.4 Under the Charities Act 2011 we have a statutory responsibility to state whether or not any matters have come to our attention to which in our opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached, and to report whether or not any matter has come to our attention in connection with the examination which gives us reasonable cause to believe that in any material respect:
  - a) accounting records have not been kept by the charity in accordance with Section 130 Charities Act 2011; and
  - b) the account and statement are not in agreement with the accounting records.

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c) the account and statement do not comply with the accounting requirements of the  
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t 0115 960 8412 e advice@rogers-spencer.co.uk [www.rogers-spencer.co.uk](http://www.rogers-spencer.co.uk)

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Charities Act 2011.

- 1.5 We are also required to report any of the following matters that have become apparent during the course of our examination:
- a) whether there has been any material expenditure or action which appears not to be in accordance with the trusts of the charity; and
  - b) whether any information or explanation to which we are entitled under regulation 33 of the Charities (Accounts and Reports) Regulation 2008 has not been afforded to us.
- 1.6 We shall plan our work on the basis that an examination report is required for the year, unless you inform us in writing that either:-
- a) the charity requires an audit of the accounts; or
  - b) the charity requires neither an audit nor an examination report.
- 1.7 Should you instruct us to carry out an audit, then a separate letter of engagement will be required.
- 1.8 Should you inform us that the charity requires neither an audit nor an examination, then we shall have no responsibilities to the charity, except those specifically agreed upon between us in respect of other professional services.
- 1.9 Should our work lead us to conclude that the charity is not entitled to exemption from an audit of the accounts, or should we be unable to reach a conclusion on this matter, then we will not issue any report and will notify you in writing of the reasons. In these circumstances, if appropriate, we will discuss with you the need to appoint an auditor.
- 1.10 We have a statutory duty to report to the Charity Commission under section 156 of the Charities Act 2011 such matters (concerning the activities or affairs of the charity or any connected institution or body corporate) of which we become aware during the course of our examination which are (or are likely to be) of material significance to the Charity Commission in the exercise of their powers of inquiry into, or acting for the protection of charities.
- 1.11 In common with all accountancy and legal practices, we are required by Proceeds of Crime Act 2002 and the Money Laundering Regulations to:
- have due diligence procedures for the identification of all clients;
  - maintain appropriate records of evidence to support customer due diligence; and
  - report in accordance with the relevant legislation and regulations.

## **2 Scope of Examination**

- 2.1 Our examination will be conducted in accordance with the Charity Commission's 'Directions and Guidance Notes for the Carrying out of an Independent Examination'. Our procedures will consist of comparing the accounts with the accounting records, vouching some material / significant transactions, making limited enquiries of the officers of the charity and only in certain circumstances seeking independent evidence to support entries in the accounting records, or the presentation of the accounts. We shall also review the trustees' report and discuss with you the financial circumstances of the charity at the end of the year.
- 2.2 Our examination is not designed to identify all significant weaknesses in the charity's

systems but, if such weaknesses come to our notice during the course of our examination which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the charity in mind and that we accept no duty or responsibility to any other party as concerns the reports.

2.3 As part of our normal procedures, we may request you to provide written confirmation of oral representations which we have received from you during the course of the examination on matters having a material effect on the account and statement.

2.4 In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the trustees' report, which are due to be issued with the financial statements. If it is proposed that any documents or statements

~~which refer to our name, other than the examined financial statements, are to be circulated to third parties, please advise us before they are issued.~~

~~2.5 The responsibility of ascertaining the events of the charity and for the preparation and detection of fraud, error and non-compliance with law or regulations rests with you. Our examination should not be taken upon to detect all material weaknesses or frauds, errors or instances of non-compliance as may arise.~~

~~2.6 We shall not be treated as having notice, for the purpose of our examination responsibilities, of information provided to members of our firm who then become engaged in the examination.~~

~~2.7 Once we have issued our report we have no further direct responsibility in relation to the financial statements or the financial year.~~

### ~~3 Other services~~

#### ~~3.1 Accounting~~

~~We shall:~~

~~a) prepare the accounts based on accounting records maintained by you/yourself. You have agreed that your staff will be responsible for:~~

~~i) keeping the record of receipts and payments;~~

~~ii) reconciling the bankers' monthly with the bank statements;~~

~~iii) keeping posted and balanced the accounting ledger;~~

~~iv) preparing a detailed list of budget variances;~~

~~b) mitigate irregularities and fraud upon receiving specific instructions.~~

### ~~4 Investment Advice – Except Registered Activities~~

~~4.1 Although we are not authorised by the Financial Services Authority to conduct business of business, we are licensed by the FCA to provide certain limited investment advice where these are complementary to, or arise out of, the professional services we are providing to you.~~

- 4.2 Such assistance may include the following:
- advising you on investments generally, but not recommending a particular investment or type of investment;
  - referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FSA) and assisting you and the authorised third party during the course of any advice given by that party. This may include comment on, or explanation of, the advice received (but we will 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. The firm may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction.
  - advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
  - advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
  - managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person;
- 4.3 If you are dissatisfied in any way with our services described in this section, you should follow the procedures set out in the "Quality of Service" section. 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.

## **5 Client monies**

- 5.1 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 the Institute of Chartered Accountants in England and Wales.
- 5.2 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 £25. 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.
- 5.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, 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.
- 5.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

## **6 Fees**

- 6.1 Our fees are computed on the basis of the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved.
- 6.2 If it is necessary to carry out work outside the responsibilities outlined in this letter it 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.



- 6.3 Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 30 days net.

## **7 Retention of and access to records**

- 7.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation and examination of your accounts and returns.
- 7.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.

## **8 Applicable law**

- 8.1 This engagement letter shall be governed by and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter (including the firm's terms of business) and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 8.2 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.
- 8.3 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. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

## **9 Electronic communication**

- 9.1 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 to writing that e-mail is not an acceptable means of communication.
- 9.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

## **10 Data Protection**

To enable us to discharge the services agreed in this engagement letter, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you, the charity, its members, officers and employees as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation.

You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.

Our privacy notice, which can be found on our website at [www.rogers-spencer.co.uk](http://www.rogers-spencer.co.uk) explains how we process personal data.

**11 Confidentiality**

Where you give us confidential information, we confirm that we shall at all times keep it confidential, other than as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

**12 External review**

As part of our ongoing commitment to providing a quality service, our files are periodically subject to review by an independent quality control body. These reviewers are highly experienced and professional people and are bound by the same requirements of confidentiality as us.

**13 Professional rules and practice guidelines**

We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the ICAEW and accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC 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. You can see copies of these requirements in our offices. The requirements are also available on the internet at [www.icaew.com/regulations](http://www.icaew.com/regulations)

**14 Conflicts of interest**

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 our confidentiality clause). We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the charity.

If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our Code of Ethics which can be viewed on the internet at the address above, in section 3, sub-section 220.

**15 The Provision of Services Regulations 2009**

Our professional indemnity insurer is AXA Insurance UK PLC, of 20 Gracechurch Street, London EC3V 0BG. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

**16 Quality of service**

We aim to provide you with a fully satisfactory service and Melvin Bailey as engagement partner will seek to ensure that this is so. If, however, you are unable to deal with any difficulty through the engagement partner and their team please contact Alistair Allcock. We undertake to look into any complaints promptly and to do what we can to resolve the position. If we do not answer your complaint to your satisfaction you may of course take up the matter with the Institute of Chartered Accountants in England and Wales (ICAEW) by whom we are regulated.

**17 Agreement of terms**

- 17.1 The terms set out in this letter shall take effect immediately upon your countersigning this letter and returning it to us or upon the commencement of the examination, accounts and tax return for the accounting period ended 31 December 2022, whichever is the earlier.
- 17.2 Once it has been agreed, this letter will remain effective until it is replaced. We shall be grateful if you could confirm your agreement to the terms of this letter either by sending your electronic approval or by signing and returning the enclosed copy of this letter; please let us know if they are not in accordance with your understanding of our terms of engagement.

Yours faithfully

*Rogers Spencer*

We agree to the terms of this letter



.....Lyndon Roberts 6/10/2023.....  
Signed, for and on behalf of Larsen's Pride