

PRIVATE & CONFIDENTIAL

[REDACTED]
Head of Finance - Reporting
NHS Midlands and Lancashire CSU
120 Grove Road
Stoke on Trent
ST4 4LX

By Email

13th December 2021

Dear [REDACTED]

LETTER OF ENGAGEMENT

1. INTRODUCTION

- 1.1 This letter sets out the basis in which UHY Consultancy UK (UHYC) are engaged to provide reporting support to NHS Midlands and Lancashire CSU (MLCSU) Finance Team.

2. SCOPE OF WORK

- 2.1 UHYC would be delighted to support MLCSU with financial management and reporting support. From our recent discussions, we understand this to include:
- A focus on maintenance and development of systems and processes within the reporting sub-team;
 - Financial management support as required.

3. OUR SERVICE TEAM

- 3.1 [REDACTED]

- 3.2 CV's are available upon request.

4. YOUR RESPONSIBILITIES

- 4.1 In connection with the provision of the services I refer you to our Term of Business in appendix 1.

5. LIMITATION OF LIABILITY

- 5.1 We will perform the engagement with reasonable skill and care. The total aggregate liability to the company and the Board of directors, as a body, of whatever nature, whether in contract, tort or otherwise, of UHYC for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall not exceed £10,000.

6. FEES

6.1

| | |
|--|----------|
| [REDACTED] | |
| [REDACTED] December 2021 – June 2022, [REDACTED] | |
| [REDACTED] | Fee |
| | £ |
| | £ 49,110 |

- 6.2 Our terms relating to payment of amounts invoiced 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.
- 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 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.

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 dispatch. It may therefore be inappropriate to rely on advice contained in an email 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 email 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. GENERAL DATA PROTECTION REGULATION (GDPR)

- 10.1 We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to clause 6 of the attached terms of business which details how we treat

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personal data received by us in the provision of our services during our engagement with you. By signing this letter, you confirm that you have read and understood clause 6 and any privacy notice referred to therein.

11. EXTERNAL REVIEW

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

12. QUALITY OF SERVICE

- 12.1 We aim to provide you with a fully satisfactory service and [REDACTED] as engagement Director will seek to ensure that this is so. If, however, you are unable to deal with any difficulty through him and his team please contact [REDACTED] of the Birmingham office at UHY Consultancy UK who has experience in dealing with these matters. We undertake to investigate any complaint carefully and promptly and to do all we can to explain the position to you.

13. UHY CONSULTANCY UK

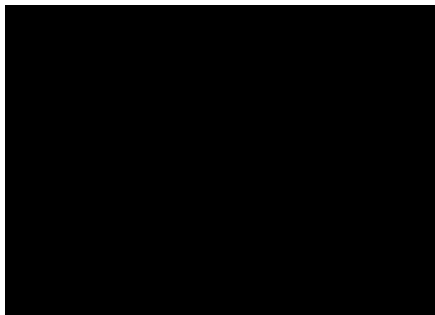
- 13.1 UHY Consultancy UK Limited of 9-11 Vittoria Street, Birmingham (this company), is a member of the UHY Hacker Young Group. The group comprises independent firms, each of which is a member of UHY Hacker Young Associates Limited and some of which use UHY Hacker Young as part of their business name. The firm is also a member of Urbach Hacker Young International Limited, a UK company and forms part of the international UHY network of legally independent accounting and consulting firms. UHY is the brand name for the UHY international network. The services described herein are provided by this company and not by UHY or any other member firm of UHY. Neither UHY nor any member of UHY has any liability for services provided by other members.
- 13.2 No UHY entities are agents, or partners, and no UHY entity has authority to enter into any legal obligations on our behalf. Similarly, we are not the agent or partner of any UHY entity and we do not have authority to enter into any legal obligations on their behalf.
- 13.3 If we introduce you to any UHY entity we do not accept any liability for work which they carry out on your behalf and you must make your own contractual arrangements directly with them. Similarly, the fact that you may have been introduced to us by a UHY entity does not make that UHY entity or any of its staff members responsible for any of our acts or omissions.
- 13.4 You agree that this company has sole liability for the work covered by this engagement and you undertake not to bring any proceedings or make any claim whatsoever against any other UHY entity in relation to the work covered by this agreement.

14. AGREEMENT OF TERMS

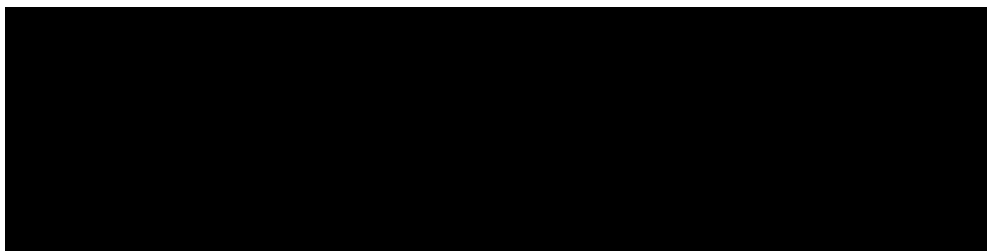
- 14.1 Once it has been agreed, the letter will remain effective from one appointment to another, until it is replaced. We shall be grateful if you could confirm acceptance of the terms of this engagement on behalf of MLCSU by signing below and returning a copy of this letter.

15. WHOLE AGREEMENT

- 15.1 The Engagement Terms, together with Appendices and any agreed written variations thereto, set out the entire agreement between us and supersede all prior representations, negotiations or understandings, whether verbal or in writing, other than any misrepresentation which is made fraudulently.



We agree to the terms of this letter, including the Terms of Business at Appendix 1.



TERMS OF BUSINESS**1 CONTRACT**

- 1.1 All offers for the provision of services by UHY Consultancy UK (the Company) as set out in its initial proposal or offer letter (the contract) shall be deemed to be subject to these Terms of Trade. No variation of or addition to these Terms shall form part of any Contract unless specifically expressed and accepted by the Company in writing. Any variation, addition or extension of the work expressed to be performed within the Contract and not otherwise referred to therein will be the subject of separate arrangements with the Client to be agreed in writing by an authorised representative of the Company.
- 1.2 Unless otherwise agreed, the validity, construction and performance of all Contracts shall be governed by English law and the Client hereby agrees to accept the non-exclusive jurisdiction of the English Courts.

2 EXPENSES AND OFFICE SERVICES

- 2.1 Where agreed, the Client will meet in full the cost of specialist services provided in support of the contract, including those provided by third parties.
- 2.2 The Client will provide, without charge, suitable office accommodation and administrative services for the use by the Company's consultants necessarily working on the Client's premises.
- 2.3 The Client will reimburse to the Company all travelling and other expenses reasonably incurred in the proper provision of the services as set out in the Contract. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 2.4 The Company shall provide its services with reasonable care and skill.

3 CALCULATION OF FEES

- 3.1 Fee rates are based on a standard 7.5 hour day.
- 3.2 The fees and outlays will be charged on the basis set out in the written proposal, together with any variation agreed in writing between the Client and the Company. All fees and expenses are subject to UK VAT at the rate in force at date of invoice.

4 PAYMENT OF FEES AND EXPENSES

- 4.1 Fees and expenses as defined above and including VAT where appropriate, will be invoiced on a regular basis and are payable 14 days from receipt of invoice. The Company shall be entitled to charge interest at 3% above Barclays Bank Plc's base rate on any monies not paid on the due date. In the event the payment is not made within 28 days from the date of submission, the Company shall be entitled, without prejudice to all other rights, to suspend or terminate the relevant Contract and any other Contracts in force with the Client.

5 CONFIDENTIALITY

- 5.1 The Company and each of its employees agrees to treat as secret and confidential all data and materials relating to the business of the Client, and that such information shall not be disclosed to any third party without express prior written consent of the Client. All such data and material not in the public domain shall remain the property of the Client.

- 5.2 All information and advice, written or verbal, made available by the Company to the Client is for the sole use of the Client and shall not be disclosed or made available by the Client to any third party (save to the extent that the same is in the public domain otherwise than by breach of this clause) without the prior written consent of the Company.

6 GENERAL DATA PROTECTION REGULATION (GDPR)

- 6.1 In this clause 6, 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;

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

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

- 6.2 We shall each be considered an independent data controller in relation to the client 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.
- 6.3 You shall only disclose client personal data to us where 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 you have complied with the necessary requirements under the data protection legislation to enable you to do so.
- 6.4 Should you require any further details regarding our treatment of personal data, please contact our Data Controller, [REDACTED].
- 6.5 We shall only process the client personal data:
- a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
 - b) in order to comply with our legal or regulatory obligations; and
 - c) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects’ own privacy rights.
- 6.6 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 European Economic Area (EEA). We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.
- 6.7 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.

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- 6.8 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;
 - b) 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
 - c) 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.
- 6.9 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.
- 6.10 Without prejudice to the generality of clause 6.2, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.
- 6.11 Should you require any further details regarding our treatment of personal data, please contact our data protection officer [REDACTED]

7 PROPRIETARY RIGHTS AND PROTECTION

- 7.1 Unless otherwise agreed, all copyrights or other proprietary rights covering or capable of being obtained to cover all reports and other documents produced in discharge of the engagement shall be and become vested solely in the Company.
- 7.2 Unless otherwise agreed, all reports, documents and advice submitted or offered to the Client in relation to the Contract are for the sole and confidential use of the Client and may not be transmitted or otherwise disclosed to any third party without the express prior agreement of the Company in writing.

8 STAFF

- 8.1 The Contract is entered into on the understanding that the Client will not approach nor make offers of employment to any member of staff or associate (the Consultant) of the Company engaged on the contract without first having obtained the written consent of the Company. This undertaking shall stand throughout the life of the contract and any extensions thereto, and for twelve calendar months thereafter. Should the client enter into a contract of employment with the Consultant on either a full or part time basis the Company is entitled to charge to Client [REDACTED] of the annual taxable remuneration and emoluments offered by the client. This amount will be fully paid before the consultant takes up employment with the client.

9 GENERAL LIABILITIES

- 9.1 Statements as to the results obtainable for work to be undertaken and all related surveys, forecasts and subsequent recommendations are made in good faith on the basis of information given by the Client or otherwise available or discovered during the course of the Contract. However, as the attainment of such results and the efficacy and accuracy of such surveys, forecasts and recommendations are dependent to a greater or lesser degree on factors outside the control of the Company, such statements, surveys, forecasts and recommendations shall not, in any circumstances, be deemed to be undertakings, warranties or contractual conditions.

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- 9.2 The Company shall not be liable to the Client for any loss or damage to the Client's property or the property of any third party, or for any other loss or damage arising during or out of the performance or purported performance of its contractual obligations due to the negligence of the Company, or its failure to perform its obligations within any Contract.
- 9.3 The Company shall not be liable to the Client for damages whatsoever of for loss of profits or anticipated savings, or for any consequential or indirect loss howsoever arising.

10 FORCE MAJEURE

- 10.1 If either the Company or the Client is affected by any circumstances beyond its reasonable control (including, without prejudice to the foregoing of any strike, lock-out or other form of industrial action, or prohibitive governmental regulation or order) ("force majeure") it shall as soon as reasonably practicable notify the other of the nature and extent thereof.
- 10.2 No party shall be deemed to be in breach of the Contract, or otherwise be liable to the other if there is any total or partial failure of performance by it of its duties and obligations under this Contract due to any force majeure of which it has notified the other. The time for performance of that obligation shall be extended accordingly except that any obligation involving payment of monies by the Client shall not be excused by force majeure.

11 TERMINATION

- 11.1 The Contract may be terminated forthwith by either party in the event of the other going into insolvent liquidation or having a Receiver of Administrator appointed over all or part of its assets or being the subject of any other formal insolvency procedure.
- 11.2 Without limitation, either party may by notice in writing immediately terminate this Contract if either party shall be in material or fundamental breach of any of these terms of this Contract if the breach is incapable of remedy; if the breach is capable of remedy, then the aggrieved party shall serve on the other a notice requiring the breach to be remedied within 7 days, and if the said breach is not remedied within this time, then the Contract will automatically terminate.