

**REGISTERED COMPANY NUMBER: 06960170 (England and Wales)**  
**REGISTERED CHARITY NUMBER: 1132936**

**Trustees' Report and  
Unaudited Financial Statements for the Year Ended 31 July 2016  
for  
1. 2. 3. Soleil**

### 1.2.3. Solell

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### 1.2.3. Soleil

#### Trustees' Report for the Year Ended 31 July 2016

The trustees present their annual report and accounts for the year ended 31st July 2016. The board of trustees are satisfied with the performance of the charity during the year and the position at 31st July 2016 and consider that the charity is in a strong position to continue its activities during the coming year, and that the charity's assets are adequate to fulfil its obligations.

#### REFERENCE AND ADMINISTRATIVE DETAILS

**Registered Company number**  
06960170 (England Wales)

**Registered Charity Number**  
1132936

**Registered office**  
Arvers, Grubwood Lane  
Cookham Dean  
Berkshire  
SL6 9UB

**Trustees**  
Francois-Xavier Cadinouche  
Sophie Ward

**Company Secretary**  
Yasmina Norval

**Independent Examiner**  
Chris Sellars ACA

#### STRUCTURE, GOVERNANCE AND MANAGEMENT

##### Governing document

The charity is constituted as a company limited by guarantee and is therefore governed by a memorandum and articles of association. The directors of the company are also trustees of the charity. Eligibility for membership of the charity, and membership of the board of trustees is governed by the memorandum and articles of association. There are no restrictions in the governing document on the operation of the charity or on its investment powers, other than those imposed by general charity law.

##### Recruitment and appointment of new trustees

Eligibility for membership of the charity, and membership of the board of trustees is governed by the memorandum and articles of association.

##### Risk Management

The trustees have a duty to identify and review the risks to which the charity is exposed and to ensure appropriate controls are in place to provide reasonable assurance against fraud and error.

### 1.2.3. Soleil

Trustees' Report  
for the Year Ended 31 July 2016

## OBJECTIVES AND ACTIVITIES

### Objectives and aims

Advance education by such means as the trustees may consider appropriate including by means of establishing and operating any educational establishment in Maidenhead and Amersham and in such other parts of the United Kingdom or the world as trustees may from time to time think fit and fulfil such other purposes which are exclusively charitable according to law of England and Wales and are connected with the charitable work of the charity.

### Significant Activities

1.2.3. Soleil is a school to teach the French language and culture. The school welcomes children from the age of 3 in a playful environment to improve fluency and confidence of expression in the French language. As a meeting point for French speaking families in the Maidenhead area the school is establishing cultural and educational activities to enhance a connection with French culture.

### Public Benefit

The trustees of 1.2.3. Soleil are committed to broadening access to the school by offering to eligible parents means tested financial support and will ensure funds made available for Bursaries are used to support parents who otherwise would not be able to send their children to School.

Bursary awards are subject to a financial assessment of parental means in accordance with guidelines issued by Charity Commission. Awards will be granted to those families with the most limited of means who are most likely to benefit from the education offered at the School. Awards are subject to availability of budget. The financial assessment will be based on parental net resources and will take into account income, capital assets and investment and capital liabilities.

Bursaries will be awarded from the first entry level (i.e. la Petite Ecole) to local pupils whose parents have limited financial means. In addition, funds are sometimes available to help families who already have a place at 1.2.3. Soleil but whose circumstances have changed significantly during their time here. The school had awarded bursaries to 2 children as at the end of the accounting year.

## STRATEGIC REPORT

### Achievement and performance

#### *Charitable activities*

In school year 2015-16 the school educated 306 students (300 previous year) on a weekly basis aged 3 till 15 years old and dispense French lessons with the help of qualified teachers up to GCSE level.

A library composed of more than 650 books available to all students and parents. Children are encouraged to borrow from the wide selection of books, comics, novels, fictions etc. on a weekly basis.

Payments are usually made to 1.2.3. Soleil once a term. The Trustees' aim to have minimum reserves of £30,000. This amount represents a term of expenditure and contractual engagements by the end of the fiscal year 2016 this reserve has been met.

### 1.2.3. Soleil

#### Trustees' Report for the Year Ended 31 July 2016

We had a sponsorship of £500.00 from Gallien-Currier during the accounting year 2015-16.  
We have also granted 2 bursaries for a total amount of £886.80 for year 2015-16.

#### **STRATEGIC REPORT**

##### **Financial Review**

##### *Reserves policy*

The Trust holds £46,458 (was £39,020 in 2015) reserves at the year-end of the year of which all are Unrestricted.

Payments are usually made to 1.2.3. Soleil once a term. The Trustees' aim is to have minimum reserves of £30,000. This amount represents a term of expenditure. By the end of fiscal year 2016, this reserve has been met.

##### *Share capital*

The company is limited by guarantee and therefore has no share capital.

##### **Transactions and financial position**

The financial statements are set out on pages 7 to 14. The financial statements have been prepared implementing the 2005 Revision of the Statement of Recommended Practice for Accounting and Reporting by Charities issued by the Charity Commission for England and Wales (revised in June 2008) and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008). As stated in the introduction in this report, the trustees consider the financial performance by the charity during the year to be satisfactory.

The Statement of Financial Activities show net incoming resources for the year of a revenue nature of £7,438 (prior year £4,822) and net realised outgoing/incoming resources of a capital nature of £780 (prior year £nil), making net overall realised incoming resources of £7,438 (prior year £4,822).

The total reserves at the year-end after accounting for unrealised losses/after revaluing investments stand at £46,458 (prior year £39,020)

Free unrestricted liquid reserves amounted to £46,458 (prior year £39,020).

##### **STATEMENT OF TRUST RESPONSIBILITIES**

The trustees (who are also the directors of 1.2.3. Soleil for the purposes of company law) are responsible for preparing the Trustees' Report and the financial statements in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

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

### 1.2.3. Soleil

#### Trustees' Report for the Year Ended 31 July 2016

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

The trustees are responsible for keeping proper accounting records which disclose with the 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 Companies Act 2006. They are also responsible for the safeguarding assets of the charitable company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The trustees are responsible for the maintenance and integrity of the corporate and financial information included on the charitable company's website. Legislation in the United Kingdom governing the preparation and dissemination of financial statements may differ from legislation in other jurisdictions.

This report has been prepared in accordance with the special provisions of Part 15 of the Companies Act 2006 relating to small companies.

Trustees' report incorporating a strategic report, approved by order of the board of trustees, as the company directors, on 28 February 2017 and signed on the board's behalf by:

**Francois-Xavier  
CADINOUCHE**

Francois-Xavier Cadinouche - Trustee



Digitally signed by Francois-Xavier CADINOUCHE  
DN: cn=Francois-Xavier CADINOUCHE, o=123 Soleil PLC;  
ou=Tresorier, email=tresorerie@123soleil.co.uk, c=GB  
Reason: I attest to the accuracy and integrity of this  
document  
Date: 2017.04.20 16:11:49 +01'00'

Independent Examiner's Report to the Trustees of  
1.2.3. Soleil

I report on the accounts for the year ended 31 July 2016 set out on pages seven to fourteen.

**Respective responsibilities of trustees and examiner**

The charity's trustees (who are directors for the purposes of company law) are responsible for the preparation of the accounts. The charity's trustees consider that an audit is not required for this year (under Section 144(2) of the Charities Act 2011 (the 2011 Act) and that an independent examination is required.

Having satisfied myself that the company is not subject to audit under company law and is eligible for independent examination, it is my responsibility to:

- Examine the accounts under Section 145 of the 2011 Act
- To follow the procedures laid down in the General Directions given by the Charity Commission (under Section 145(5)(b) of the 2011 Act); and
- State whether particular matters have come to my attention.

**Basis of the independent examiner's report**

My examination was carried out with the General Directions given by the Charity Commission. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items of disclosures in the accounts, and seeking explanations from you as trustees concerning any such matters. The procedures undertaken do not provide all the evidence that would be required in an audit, and consequently no opinion is given as to whether the accounts present a 'true and fair view' and the report is limited to those matters set out in the statements below.

**Independent examiner's statement**

In connection with my examination, no matter has come to my attention:

(1) which gives me reasonable cause to believe that, in any material respect, the requirements

- to keep accounting records in accordance with Section 386 and 387 of the Companies Act 2006; and
- to prepare accounts which accord with the accounting records, comply with the accounting requirements of Section 394 and 395 of the Companies Act 2006 and with the methods and principles of the Statement of Recommended Practice: Accounting and Reporting by Charities

have not been met; or

(2) to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached.

Independent Examiner's Report to the Trustees of  
1.2.3. Soleil



Chris Sellars  
ACA

Date: 20/4/2017

### 1.2.3. Soleil

**Statement of Financial Activities**  
(Incorporating an Income and Expenditure Account)  
for the year ended 31 July 2016

		Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
	Notes		
<b>INCOMING RESOURCES</b>			
<b>Incoming resources from generated funds</b>			
Activities for generating funds	2	107,740	80,895
<b>Incoming resources from charitable activities</b>			
Fund raising events		50	-
Donations		500	6,898
Manuals sold		2,370	170
Membership fees		6,894	2,450
<b>Total incoming resources</b>		<b>117,554</b>	<b>90,413</b>
<b>RESOURCES EXPENDED</b>			
<b>Costs of generating funds</b>			
Fundraising trading: cost of goods sold and other costs		66,407	47,116
Investment management costs	3	26,448	24,847
<b>Charitable activities</b>			
Operation of french school	4	15,821	12,528
Governance costs	6	1,440	1,100
<b>Total resources expended</b>		<b>110,116</b>	<b>85,591</b>
<b>NET INCOMING RESOURCES</b>		<b>7,438</b>	<b>4,822</b>
<b>RECONCILIATION OF FUNDS</b>			
<b>Total funds brought forward</b>		<b>39,020</b>	<b>34,198</b>
<b>TOTAL FUNDS CARRIED FORWARD</b>		<b>46,458</b>	<b>39,020</b>

The notes form part of these financial statements

### 1.2.3. Soleil

#### Balance Sheet At 31 July 2016

	Notes	31.7.16 Total funds £	31.7.15 Total funds £
<b>FIXED ASSETS</b>			
Computers (NBV)		780	-
<b>CURRENT ASSETS</b>			
Cash at bank		47,607	46,633
Debtors		759	-
<b>CREDITORS</b>			
Amounts falling due within one year	9	(2,688)	(7,613)
<b>NET CURRENT ASSETS</b>		<u>46,458</u>	<u>39,020</u>
<b>TOTAL ASSETS LESS CURRENT LIABILITIES</b>		46,458	39,020
<b>NET ASSETS</b>		<u>46,458</u>	<u>39,020</u>
<b>FUNDS</b>	10		
Total funds:			
Activities in furtherance of charities objectives		46,458	39,020
<b>TOTAL FUNDS</b>		<u>46,458</u>	<u>39,020</u>

The notes form part of these financial statements

Balance Sheet – continued  
At 31 July 2016

The charitable company is entitled to exemption from audit under Section 477 of the Companies Act 2006 relating to subsidiary charitable companies for the year ended July 2016.

The members have not required the charitable company to obtain an audit of its financial statements for the year ended 31 July 2016 in accordance with Section 476 of the Companies Act 2006.

The trustees acknowledge their responsibilities for

- (a) ensuring that the charitable company keeps accounting records that comply with Sections 386 and 387 of the Companies Act 2006 and
- (b) preparing financial statement which give a true and fair view of the state of affairs of the charitable company as at the end of the financial year and of its surplus or deficit for each financial year in accordance with the requirements of Sections 394 and 395 and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the charitable company.

These financial statements have been prepared in accordance with the special provisions of Part 15 of the Companies Act 2006 relating to small charitable companies and with the Financial Reporting Standard for Smaller Entities (effective April 2008).

The financial statements were approved by the Board of Trustees on 28 February 2017 and were signed on its behalf by:

**Francois-Xavier  
CADINOUCHE**

Digitally signed by Francois-Xavier CADINOUCHE

DN: cn=Francois-Xavier CADINOUCHE, o=123

Soleil PLC, ou=Tresorier,

email=tresorerie@123soleil.co.uk, c=GB

Reason: I attest to the accuracy and integrity of this document

Date: 2017.04.20 16:13:17 +01'00'

Francois-Xavier Cadinouche – Trustee



Notes to the Financial Statements  
for the Year Ended 31 July 2016

**1. ACCOUNTING POLICIES**

**Basis of preparing the financial statements**

The financial statements have been prepared in accordance with the Financial Reporting Standard for Smaller Entities (FRSSE), effective April 2008, and all other applicable accounting standards, as modified by the Statement of Recommended Practice for Accounting and Reporting issued by the Charity Commissioners for England and Wales, (revised June 2008) (The SORP). The accounts have been drawn up in accordance with the provisions of the Charities (Accounts and Reports) Regulations 2008 and the Companies act 2006, and include the results of the charity's operations which are described in the Trustees' Report, all of which are continuing.

**Accounting convention**

The financial statements have been prepared under the historical cost convention, and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008), the Companies Act 2006 and the requirements of the Statement of Recommended Practice, Accounting and Reporting by Charities.

The financial statements are prepared, on a going concern basis, under the historical cost convention.

**Incoming resources**

All incoming resources are included in the Statement of Financial Activities when the charity is legally entitled to the income and the amount can be quantified with reasonable accuracy.

**Resources expended**

Expenditure is accounted for on an accruals basis and has been classified under headings that aggregate all cost related to the category. Where costs cannot be directly attributed to particular headings they have been allocated to activities on a basis consistent with the use of resources.

**Taxation**

The charity is exempt from corporation tax on its charitable activities.

**Fund accounting**

Unrestricted funds can be used in accordance with the charitable objectives at the discretion of the trustees.

Restricted funds can only be used for particular restricted purposes within the objects of the charity. Restrictions arise when specified by the donor or when the funds are raised for particular restricted purposes.

Further explanation of the nature and purpose of each fund is included in the notes to the financial statements.

### 1.2.3. Soleil

Notes to the Financial Statements- continued  
for the Year Ended 31 July 2016

## 2. ACTIVITIES FOR GENERATING FUNDS

	Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
Operation of French School	107,740	80,895

## 3. INVESTMENT MANAGEMENT COSTS

	Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
Fixed Asset depreciation	17	-
Rent collection	25,978	23,977
Insurance	453	870
	26,448	24,847

## 4. CHARITABLE ACTIVITIES COSTS

	Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
Operation of French School	15,821	12,528

### 1.2.3. Soleil

## Notes to the Financial Statements- continued for the Year Ended 31 July 2016

### 5. SUPPORT COSTS

	Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
Operation of French School	15,821	12,528

Support costs, included in the above, are as follows:

Other	Year Ended 31.7.16 Operation of French School £	Period 13.7.09 to 31.7.15 Total activities £
Telephone	91	-
Postage and stationery	3,628	961
Accountancy and payroll fees	4,120	4,058
School books and materials	2,709	255
Xmas present to pupils	151	-
Service fee for software	162	56
Travel	712	114
Consultancy fees	4,200	6,696
Professional fees	48	388
	15,821	12,528

### 6. GOVERNANCE COSTS

	Year Ended 31.7.16 Total funds £	Period 13.7.09 to 31.7.15 Total funds £
Independent Examiner's Fees	1,440	1,100

### 1.2.3. Soleil

Notes to the Financial Statements- continued  
for the Year Ended 31 July 2016

## 7. TRUSTEES' REMUNERATION AND BENEFITS

There were no trustees' remuneration or other benefits for the year ended 31 July 2016 nor the period ended 31 July 2015

Francois-Xavier Cadinouche has been paid for consultancy work at the charity of £4,200 for all branches.

### Trustees' expenses

The charity has not met any individual expenses incurred by trustees for services provided to the charity except where the trustees acted as agents for the charity and made purchases on its behalf and were reimbursed for this expenditure.

## 8. STAFF COSTS

	Year Ended 31.7.16 £	Period 13.7.09 to 31.7.15 £
Wages and salaries	-	46,568

The average number of employees in 2015 was 42.  
In 2016 no employees exist, 1.2.3 Soleil used subcontracting tutors.

	Year Ended 31.7.16 £	Period 13.7.09 to 31.7.15 £
	-	42

No employees received emolument in excess of £60,000 in 2015

## 9. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	Year Ended 31.7.16 £	Period 13.7.09 to 31.7.15 £
Accrued expenses	2,688	7,613

### 1.2.3. Soleil

## Notes to the Financial Statements- continued for the Year Ended 31 July 2016

### 10. MOVEMENT IN FUNDS

	At 1.8.15 £	Net movement in funds £	At 31.7.16 £
<b>Total funds</b>			
Activities in furtherance of charities objectives	39,020	7,438	46,458
<b>TOTAL FUNDS</b>	<b>39,020</b>	<b>7,438</b>	<b>46,458</b>

Net movement in funds, included in the above are as follows:

	Incoming resources £	Resources expended £	Movement in funds £
<b>Total funds</b>			
Activities in furtherance of charities objectives	117,554	(110,116)	7,438
<b>TOTAL FUNDS</b>	<b>117,554</b>	<b>(110,116)</b>	<b>7,438</b>

### 1.2.3. Soleil

#### Detailed Statement of Financial Activities for the Year Ended 31 July 2016

	Year Ended 31.7.16 Total funds £	Year Ended 13.7.09 Total funds £
<b>INCOMING RESOURCES</b>		
<b>Activities for generating funds</b>		
Operation of French School	107,740	80,895
<b>Incoming resources from charitable activities</b>		
French Embassy Subsidy/Donations	500	6,898
Manuals sold	2,370	170
Membership Fees	6,894	2,450
Fund raising scheme	50	-
	<u>9,814</u>	<u>9,518</u>
<b>Total incoming resources</b>	<u>117,554</u>	<u>90,413</u>
<b>RESOURCES EXPENDED</b>		
<b>Fundraising trading: cost of goods sold and other costs</b>		
Wages/subcontracting tutors	64,110	46,568
Fund raising costs	350	548
Cost of goods sold	1,947	-
	<u>66,407</u>	<u>47,116</u>
<b>Investment management costs</b>		
Rent collection	25,978	23,977
Insurance	453	870
Depreciation provision	17	-
	<u>26,448</u>	<u>24,847</u>
<b>Governance costs</b>		
Independent examiner's fees	1,440	1,100
<b>Support costs</b>		
<b>Other 4</b>		
Telephone	91	-
Postage and stationery	3,628	961
Accountancy and payroll	4,120	4,058
School books and materials	2,709	255
Xmas presents to pupils	151	-
Service fees for software	162	56
Travel & subsistence	712	114
Carried forward	<u>11,573</u>	<u>5,444</u>

This page does not form part of the statutory financial statements

### 1.2.3. Soleil

#### Detailed Statement of Financial Activities for the Year Ended 31 July 2016

	Year Ended 31.7.16 Total funds £	Year Ended 13.7.09 Total funds £
<b>Other 4</b>		
Brought forward	11,573	5,444
Consultancy fees	4,200	6,696
Professional fees	48	388
	<hr/> 15,821	<hr/> 12,528
<b>Total resources expended</b>	<hr/> 110,116	<hr/> 85,591
<b>Net income</b>	<hr/> 7,438	<hr/> 4,822

This page does not form part of the statutory financial statements

# EASTMONDS

To the Trustees of  
1.2.3. Soleil  
Arvers, Grubwood Lane,  
Cookham Dean,  
Berkshire SL6 9UB

10 March 2017

Dear Trustees

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 our responsibilities and those of the Trustees.

## **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. You are also responsible for preparing the annual report and financial statements which give a true and fair view and have been prepared in accordance with (United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice) and the Charities Act 2011 ("the Act") and regulations there under.
- 1.2 As trustees of a charitable company, you have a duty under the Companies Act 2006 to prepare a directors' report and also an annual report for each financial year complying in its form and content with regulations made under the Charities Act 2011. You should also have regard to the Statement of Recommended Practice (SORP) 'Accounting and Reporting by Charities', issued in 2005 by the Charity Commission for England and Wales, and any subsequent amendments or variations to this statement.
- 1.3 Under the Charities Act 2011 (I) 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:
  - accounting records have not been kept by the charity in accordance with Section 386 Companies Act 2006
  - accounting records have not been kept by the charity in accordance with Section 130 Charities Act 2011;
  - the accounts are not in agreement with the accounting records; and
  - the accounts do not comply with the accounting requirements of Section 396 Companies Act 2006 and with the methods and principles of the SORP.
- 1.4 We are also required to report any of the following matters that have become apparent during the course of our examination:
  - whether there has been any material expenditure or action which appears not to be in accordance with the trusts of the charity;
  - whether any information or explanation to which we are entitled under regulation 33 of the Charities (Accounts and Reports) Regulations 2008 has not been afforded to (me) (us); and
  - whether any information in the trustees' statutory annual report is inconsistent in any material respect with that in the financial statements.
- 1.5 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:
  - the charity requires an audit of the accounts; or
  - the charity requires neither an audit nor an examination report.
- 1.6 Should you instruct us to carry out an audit, then a separate letter of engagement will be required.

## **5 Fees**

5.1 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. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation.

5.2 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.

Our fees will exclude out of pocket expenses. Out of pocket expenses (plus VAT (if applicable)) will be billed as incurred for reimbursement by you.

5.3 Invoices are payable in full before the report is signed and the accounts are made available for filing.

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 Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 30 days net. Interest will be charged on all overdue debts at the rate stated on the invoice, which is currently at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

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

6.1 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 examination of your accounts.

6.2 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.

## **7 Applicable law**

7.1 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.

7.2 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.

7.3 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.

## **8 Electronic communication**

8.1 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 charity 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.

8.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

### Agreement of terms

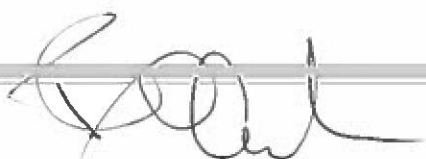
- 16.1 The terms set out in this letter shall take effect immediately upon your countersigning this letter and returning it to us or upon the commencement of the examination, accounts and tax return for the accounting period ended 31 July 2016, whichever is the earlier.
- 16.2 — Once it has been agreed, this letter will remain effective until it is replaced. We shall be grateful if you could confirm in writing your agreement to these terms by signing and returning the enclosed copy of this letter, or let us know if they are not in accordance with your understanding of our terms of engagement.

Yours faithfully

.....  
**Chris Sellars**

We agree to the terms of this letter:

Signed, for and on behalf of the TRUSTEES of 1.2.3 Soleil.



.....  
**Mr F Cadinouche , Director**

21/3/2017

.....  
**Date**