

January 2024

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# Revised Ethical Standard 2024

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8th Floor, 125 London Wall, London EC2Y 5AS

# ETHICAL STANDARD (2024)

## INTEGRITY, OBJECTIVITY AND INDEPENDENCE

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## PREFACE

The FRC’s Ethical Standard applies in the audit of financial statements and other *public interest assurance engagements* in both the private and public sectors. It is read in the context of the Statement “The Financial Reporting Council – Scope and Authority of Audit and Assurance Pronouncements” which sets out the application and authority of the FRC’s Ethical Standard.

The terms used in the FRC’s Ethical Standard are explained in the Glossary on the FRC’s website.

# Introduction

## Scope of this Ethical Standard

- I1 This Ethical Standard applies to audit engagements and other *public interest assurance engagements*<sup>1</sup>. The term ‘*engagement*’ is used in this Ethical Standard specifically to mean an *audit engagement* or *other public interest assurance engagement*. A fundamental objective of any such *engagement* is that the intended users trust and have confidence that the audit or assurance opinion is professionally sound and objective. This should enhance the credibility for users of the information the opinion covers (e.g. in the case of an *audit engagement*, the financial statements). It should also enhance the intended users’ understanding of the underlying ‘*subject matter*’ (e.g. in the case of an *audit engagement*, the financial position and performance of the entity).
- I2 Users are neither responsible for the subject matter information nor for the underlying subject matter of the engagement. Their interest in the engagement usually arises because they have an actual or prospective stake in an entity relevant to the engagement but do not have direct access to the subject matter.
- I3 Although auditors and assurance practitioners are reporting to users, they are generally engaged to do so by the entity whose information they are reporting on. Their contractual ‘client’ (the entity) is different to their beneficial ‘client’ (the users). These principal-agent relationships (where the users are the principals and the directors and auditors of the entity their agents) give rise to the potential for conflicts of interests that need to be addressed if the user is to have trust and confidence in the audit/assurance process, the subject matter information and the directors of the entity itself. Regulation and oversight of audit and assurance practitioners, including professional and ethical codes and standards, addresses the need for trust and confidence between users and practitioners. The engagement then addresses the need for trust and confidence between the users and the directors of the entity.
- I4 In the context of an engagement, such conflicts of interest create a potential risk (threat) that the practitioner’s judgment or actions in conducting or determining the outcome of the engagement may be unduly influenced by interests other than those of the intended user (the beneficial ‘client’ under the engagement). Such other interests are potentially wide-ranging and will usually be legitimate in themselves (though they may also not be so). However, if the practitioner is unduly influenced by them, this may prejudice the interests of the intended users, which should be paramount.
- I5 Users do not have all the information necessary for judging whether the firm, its partners and staff and any other covered persons are, in fact, acting with integrity and objectivity. Although the firm may be satisfied that the integrity, objectivity and independence of the firm or such persons will not in fact be compromised by

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<sup>1</sup> Audits of financial statements (\*) undertaken in compliance with International Standards on Auditing (ISAs) (UK) and other engagements undertaken in compliance with performance standards issued by the FRC which comprise:

- (a) *Reporting accountants* acting in connection with an *investment circular* (the Standards for Investment Reporting – ‘SIRs’);
- (b) Review of interim financial information by the independent auditor of the entity (International Standard on Review Engagements (UK) 2410); and
- (c) Engagements to provide assurance on client assets to the Financial Conduct Authority (the CASS Standard).

(\*) In the public sector the scope of an audit can extend beyond the entity’s financial statements.

a particular condition or relationship, an objective, reasonable and informed third party may reach a different conclusion. For example, if such a third party were aware that the firm, its partners or staff and/or any other covered persons had financial, employment, business or personal relationships with an entity relevant to the engagement, they might reasonably conclude that the firm and such persons could be subject to undue influence from the directors of the entity or would not be impartial. Public confidence in the integrity, objectivity and independence of the firm or such persons could suffer as a result of this perception, irrespective of whether there is any actual impairment.

- 16 Other regulators or competent authorities may specify compliance with this Ethical Standard in relation to other types of work.
- 17 Ethical guidance on other matters, together with statements of fundamental ethical principles governing the work of all professional accountants, are issued by professional accountancy bodies. These also provide a basis for enhancing the trust and confidence of intended users that the engagement is professionally sound.

## Investment Circular Reporting Engagements

### *Application*

18 This Ethical Standard applies to public interest assurance engagements involving investment circulars intended to be issued in connection with a securities transaction governed wholly or in part by the laws and regulations of the United Kingdom (“Investment Circular Reporting Engagements”). The application of this Ethical Standard in those *engagements* reflects the particular nature of the work to be undertaken. Because investment circulars may relate to transactions that are price sensitive and therefore confidential, the fact that a *firm* has been engaged to undertake an *investment circular reporting engagement* is likely to be known by only a limited number of individuals within the *firm* and will cover a specific transaction, *subject matter* and *subject matter information* that is described in the *engagement letter*. For this reason, for such engagements, the supporting ethical provisions and requirements of this Ethical Standard apply only to:

- persons with actual knowledge of the engagement as described in the definition of *covered persons* applicable to an *investment circular reporting engagement*;
- the specific transaction, subject matter and subject matter information of such an engagement;
- And where required by this Ethical Standard and - in the context of the specific transaction, subject matter and subject matter information of such an engagement - the *firm*.

**18-1 Where the engagement partner considers that it is probable that an objective reasonable and informed third party would regard the objectives of an *additional service*<sup>2</sup> undertaken during the *relevant period* as being inconsistent with the objectives of the investment**

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<sup>2</sup> This includes consideration of any private reporting engagements associated with the transaction which is the subject of the investment circular undertaken before the investment circular was contemplated.



**circular reporting engagement, the firm shall not accept or shall withdraw from the investment circular reporting engagement as appropriate.**

- 18-2 Where an agreed upon procedures engagement reports results on a factual basis, with no opinion or conclusion expressed, it is not an assurance engagement, and therefore, not within the scope of this Ethical Standard. However, the ethical codes of the Professional Bodies will apply in those circumstances. It is important that such engagements are clearly and precisely scoped in letters of engagement, so as to avoid any confusion as to the type of engagement that is being carried out. This does not preclude audit firms being able to apply, on a voluntary basis, the requirements of this Ethical Standard to such engagements.

#### ***Period of Engagement***

- 18-3 **The relevant period for consideration covers the period during which the engagement is undertaken and any additional period before that but subsequent to the balance sheet date of the most recent audited financial statements of the entity relevant to the engagement. A firm's procedures shall include reference to records of past and current services / engagements whenever a new investment circular reporting engagement is proposed.**

- 18-4 **In assessing the reporting accountant's and the *firm's* independence with respect to each *entity relevant to the engagement*, the *reporting accountant* shall also consider relationships with other parties who are connected with the *investment circular*. These parties shall include the sponsor or nominated advisor, other parties from whom, in accordance with the engagement letter, the *reporting accountant* takes instructions and other entities directly involved in the transaction which is the subject of the investment circular.<sup>3</sup>**

#### ***Personal Financial Independence***

- 18-5 A reporting accountant is subject to the requirements in paragraphs 2.3 and 2.4 of this Ethical Standard. However, if the existence of the transaction which is connected with the *investment circular* is price sensitive information then disposal of any financial interest in accordance with paragraph 2.10 may not be possible and the *firm* either does not accept the *engagement* or the relevant individuals are not included in the *engagement team*. Where a person holding the financial interests specified would otherwise be a *covered person*, that person is excluded from any role by virtue of which they would be a *covered person* for the purposes of the particular *investment circular reporting engagement*.

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<sup>3</sup> Where such entities are part of a complex group or corporate structure, the *reporting accountant* considers issues relating to the wider group.

## Meeting the Ethical Outcomes Established by the Overarching Principles, Supporting Ethical Provisions and Specific Requirements

- I9 Part A of this Ethical Standard sets out the overarching principles of integrity, objectivity and independence, together with supporting ethical provisions. Together, these establish a framework, of ethical outcomes that are required to be met by the auditor or assurance practitioner, to provide a basis for user trust and confidence in the integrity and objectivity of the practitioner in performing the *engagement*.
- I10 Part B sets out specific requirements relevant to certain circumstances that may arise in audit and other *public interest assurance engagements*. These specific requirements are designed to assist in meeting the ethical outcomes required by the overarching principles and supporting ethical provisions. However, circumstances relating to *engagements* vary widely and meeting the ethical outcomes required by the overarching principles and supporting ethical provisions is paramount. Compliance with the specific requirements may not always be sufficient to achieve this as Part B does not, nor is it practicable for it to, address all possible circumstances that may exist. Practitioners need to be alert for, and respond appropriately to, other circumstances that create threats to meeting the ethical outcomes required by the overarching principles and supporting ethical provisions.
- I11 The *firm* and persons required to meet the outcomes of the overarching principles and supporting ethical provisions are required to be able to demonstrate that they have, where applicable, identified and addressed relevant conditions and circumstances, including that they have:
- implemented, maintained and/or complied with effective systems and processes to enable them to do so;
  - established and operated effective safeguards;
  - evaluated the threats and safeguards appropriately; and
  - taken any additional steps that are necessary to meet the ethical outcomes required by the overarching principles and supporting ethical provisions.
- I12 The FRC believes that stakeholders (users of practitioner's reports issued under engagements) expect an equivalent standard of independence for firms, their partners and other covered persons, whether performing audit or other public interest assurance engagements. Firms, their partners and staff, and other persons where identified, are required to meet the ethical outcomes required by the overarching principles and supporting ethical provisions and to comply with the requirements unless the circumstances to which they apply do not exist.
- I13 When a statement or examples are given in this Ethical Standard to help clarify or illustrate a position in relation to particular circumstances, this is not intended to, and should not be interpreted as, indicating that in other circumstances the same position necessarily either is or is not intended. Whether the ethical outcomes required by the overarching principles and supporting ethical provisions are achieved is always paramount and is a matter to be determined exercising professional judgment.

### **The 'Third Party Test'**

- I14 Consideration of whether the ethical outcomes required by the overarching principles and supporting ethical provisions have been met should be evaluated

by reference to the perspective of an objective, reasonable and informed third party (see the definition of independence). Such a person is informed about the respective roles and responsibilities of an auditor (or reporting accountant as applicable), those charged with governance and management of an entity, and is not another practitioner. The perspective offered by an informed investor, shareholder or other public interest stakeholder<sup>4</sup> best supports an effective evaluation required by the third-party test, with diversity of thought being an important consideration. The assessment that a firm makes when applying the third-party test, is:

- principles-based, covering both the spirit and the letter of the requirements in this Ethical Standard;
- carried out using both qualitative and quantitative factors, and includes issues arising on an engagement or issue specific basis, and in the context of wider publicly available information that an informed person would be aware of and would bring to bear on their assessment – it is based on the information available at the time, and not hindsight;
- an overarching assessment of risks that the third party might consider would have an impact on the audit firm's independence and not a narrow or formulaic assessment. Such an assessment might include the factors shareholders use when assessing the independence of an auditor proposed for appointment; and
- alive to the risk that arrangements, policies or procedures implemented by a *firm* to address any threat to independence may be construed as a way to circumvent the overarching principles and supporting ethical provisions of this Ethical Standard.

In making such an assessment, the cumulative impact of a series of ethical issues, which taken together would lead the third party to have concerns about an audit firm are also considered.

- I15 The *firm*, as well as each *covered person*, is required to be independent in the performance (conduct and determination of the outcome) of the *engagement*. Complete freedom from threats to integrity and objectivity, even taking into account safeguards, is not feasible, for example, as a result of the influence that the directors and management of a responsible entity have over the appointment and remuneration of the *firm* where that entity is the engaging party. Accordingly, independence not being compromised (which is the test to be applied in evaluating conditions and relationships that may create threats to integrity and objectivity) is not whether the *firm* considers that the integrity and objectivity of the *firm*, its partners and *staff* and any other *covered persons* is impaired, but is whether there is freedom from threats to integrity and objectivity, taking into account safeguards applied, at a level where it is probable (more likely than not) that an objective, reasonable and informed third party would not conclude that integrity or objectivity is compromised. This is referred to in Parts A and B of this Ethical Standard as a 'level at which independence is not compromised'.

### **Threats to Integrity, Objectivity and Independence**

- I16 When the threats that exist mean that independence is, or is perceived to be, compromised, an objective, reasonable and informed third party would not have sufficient trust and confidence in the practitioner to perform or continue to perform

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<sup>4</sup> Such parties may include those considered to be the stakeholders of a company for the purposes of meeting directors' obligations under s172 of the Companies Act 2006.

the *engagement*. Consequently, in those circumstances, actions have to be taken: to remove or reduce the threats; or to apply additional safeguards; or, where the threats relate to individuals rather than the *firm*, to exclude those individuals from any role which would put them in a position as a *covered person* to exert influence on the *engagement*. These actions must be taken individually or collectively to such an extent that it is probable that an objective, reasonable and informed third party would no longer conclude that integrity or objectivity (and therefore independence) are compromised. Otherwise, the *firm* is not permitted to accept, or if already engaged is required to withdraw from, the *engagement* unless not permitted to do so by legislation.

- I17 Conditions and relationships that affect the *firm* or its *network firms* and their partners and *staff* and any other *covered persons* are relevant in the context of identifying conflicts of interest that may give rise to threats to integrity or objectivity in the performance of the *engagement*. Individuals who perform an *engagement* do so in the context of the *firm's* cultural and ethical values, and its governance and management arrangements (including its quality control systems). In turn, the *firm* operates in the context of its wider network, if any. Accordingly, such conditions and relationships that are relevant in the context of an *engagement* may arise within the *firm* or its network or externally.
- I18 Relevant internal conditions would include, for example, the culture, governance and management arrangements within the *firm* and its *network firms*, and their policies and practices with respect to performance, pay and promotion. These internal conditions are expressed, in the context of those responsible for the performance of the *engagement*, through the formal and informal relationships of influence they have with other persons within the *firm*, and potentially within the *firm's* network, and in turn any such relationships that those other persons may have internally. Such other persons within the *firm* may therefore be *covered persons* in a position to influence the conduct or outcome of the engagement.
- I19 Relevant external relationships would include, for example: family and personal relationships of *covered persons*; financial, business and employment relationships of the *firm* or such individuals (or closely connected persons) with an *entity relevant to the engagement* and potentially with other entities; and relationships with an *entity relevant to the engagement* that arise in the performance of the *engagement* or other services provided to those entities. Relevant external conditions may include, for example: the culture, governance and management of the entity; long association of those performing the *engagement* with an *entity relevant to the engagement*; and economic dependence on an *entity relevant to the engagement*.
- I20 The overarching principles, supporting ethical provisions and requirements in this Ethical Standard reflect the requirements of UK law which includes retained EU law. Particular requirements applicable to the audit of a *public interest entity* are highlighted in those paragraphs.

## Definitions

- I21 Particular terms used in the FRC's Ethical Standard are explained in the Glossary which is available on the FRC website. Defined terms are presented in italicised text.

### Integrity, Objectivity and Independence

**Integrity** – being trustworthy, straightforward, honest, fair and candid; complying with the spirit as well as the letter of applicable ethical principles, laws and regulations; behaving so as to maintain the public's trust in the auditing profession; and respecting confidentiality except where disclosure is in the public interest or is required to adhere to legal and professional responsibilities.

**Objectivity** – acting and making decisions and judgments impartially, fairly and on merit (having regard to all considerations relevant to the task in hand but no other), without discrimination, bias, or compromise because of commercial or personal self-interest, conflicts of interest or the undue influence of others, and having given due consideration to the best available evidence.

*The need for objectivity in performing the engagement arises from, among other things, the fact that many of the important issues involved in the performance of the engagement, including those arising in the preparation of the subject matter information, do not relate to questions of fact but rather to questions of judgment. For example, with regard to financial statements, there are choices to be made by the board of directors in deciding on the accounting policies to be adopted by the entity: the directors have to select the ones that they consider most appropriate and this decision can have a material impact on the financial statements. Furthermore, many items included in the financial statements cannot be measured with absolute precision and certainty. In many cases, estimates have to be made and the directors may have to choose one value from a range of possible outcomes. When exercising discretion in these areas, the directors have regard to the applicable financial reporting framework.*

**Independence** – freedom from conditions and relationships which, in the context of an engagement, would compromise the integrity or objectivity of the firm or covered persons.

*Integrity or objectivity (and therefore independence) would be compromised if it is probable (more likely than not) that an objective, reasonable and informed third party would conclude that the threats, arising from any conditions or relationships that exist (taking into account any conflicts of interest that they may cause, or generally be perceived to cause, or otherwise, and having regard to any safeguards implemented), would impair integrity or objectivity to such an extent that it would be inappropriate for the firm to accept or continue to perform the audit or other public interest assurance engagement unless the threats were eliminated or further reduced or unless more, or more effective, safeguards were implemented.*

## Part A

### Overarching Principles and Supporting Ethical Provisions

The overarching principles of integrity, objectivity and independence established by this Ethical Standard are set out below together with the related supporting ethical provisions. Cross references are provided that establish related requirements and/or guidance.

#### Integrity and Objectivity

##### *Overarching Principle*

**A1. The *firm*, its partners<sup>5</sup> and all staff<sup>6</sup> shall behave with integrity and objectivity in all professional and business activities and relationships.**

##### *Supporting Ethical Provisions*

A1.1 The senior management of the *firm* and those with direct responsibility for the management of the *firm's* audit and other public interest assurance business shall instil the necessary culture and behaviours respectively throughout the *firm* and that business, so as to ensure that meeting the ethical outcomes of the overarching principles and supporting ethical provisions is paramount and overrides all commercial interests of the *firm*. 1.1 – 1.25  
Compliance

A1.2 The firm shall establish and apply confidential whistle-blowing policies and procedures across the firm which enable partners and staff to report, without fear, concerns about the firm's commitment to quality work and professional judgment and values in a way that properly takes the public interest into consideration. 1.11(h)

#### Independence

##### *Overarching Principle*

**A2. In relation to each *engagement*, the *firm*, and each *covered person*, shall ensure (in the case of a *covered person*, insofar as they are able to do so) that the *firm* and each *covered person* is free from conditions and relationships which would make it probable that an objective, reasonable and informed third party would conclude the independence of the *firm* or any *covered person* is compromised.**

##### *Supporting Ethical Provisions*

A2.1 The *firm* and each *covered person*, shall ensure (in the case of a *covered person*, insofar as they are able to do so) that the

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<sup>5</sup> The term 'partner' includes any individual with authority to bind the *firm* with respect to the performance of a professional services engagement.

<sup>6</sup> The term 'staff' includes any natural persons whose services are placed at the disposal or under the control of the *firm*.

independence of the *firm* and each *covered person* is not compromised with respect to each *entity relevant to the engagement*. This includes ensuring that the *firm* and each *covered person* is not involved in management decision-taking. The period during which independence shall not be compromised is:

- (a) In the case of an audit, at least throughout the period covered by the financial statements to be audited and throughout any subsequent period until the audit has been completed;
- (b) In the case of an other *public interest assurance engagement*, at least throughout any period over which, or from the time as at which, the *subject matter* is measured or evaluated in connection with the engagement and throughout any subsequent period until the *engagement* has been completed.

A2.2 The *firm* shall take steps to ensure that, when carrying out an *engagement*, the integrity, objectivity and independence of the *firm* and each *covered person* is not affected by any existing or potential conflict of interest or any business or other direct or indirect relationship involving:

- (i) the *firm*; or where applicable any members of its network;
- (ii) any of the *firm's* partners or *staff*, or
- (iii) the *firm's* owners, shareholders or any other person directly or indirectly linked to the *firm* by control.

1.29 – 1.42  
Identification and  
Assessment of  
Threats

1.43 – 1.50  
Identification and  
Assessment of  
Safeguards

1.51 – 1.52  
Other Firms

A2.3 The *firm* shall not accept, continue or carry out an *engagement*:

- (i) if there is any threat of self-review, self-interest, advocacy, familiarity or intimidation created by financial, personal, business, employment or other relationships between:
  - (a) the *firm*, any of its *network firms*, or any covered person, and
  - (b) any *entity relevant to the engagement*; or
- (ii) unless required by law or regulation to do so, if any other condition or relationship exists;

1.29 – 1.42  
Identification and  
Assessment of  
Threats

1.43 – 1.50  
Identification and  
Assessment of  
Safeguards

1.51 – 1.52  
Other *Firms*

which would compromise the independence of the *firm* or any *covered person*.

1.54 – 1.57  
Overall  
Conclusion  
Section 2 –  
Section 3 –

<p>A2.4 For each <i>engagement</i>, the <i>firm</i> and the <i>engagement partner</i> (in the case of the <i>engagement partner</i> insofar as they are able to do so) shall ensure that the <i>firm's</i> independence is not compromised as a result of conditions or relationships that would compromise the independence of a <i>network firm</i> (whether or not its work is used in the conduct of the <i>engagement</i>) or an other <i>firm</i> whose work is used in the conduct of the <i>engagement</i>, having regard to the ethical requirements in this Ethical Standard that are relevant to the <i>engagement</i>.</p>	<p>1.51 – 1.52 Other Firms</p>
<p>A2.5 In evaluating whether or not a condition or relationship would compromise independence, it is the responsibility of (i) the firm, and (ii) each covered person and any other person with responsibility to behave with integrity and objectivity and to maintain their independence (or to ensure that others do so); to be able to demonstrate that any conditions or relationships that exist, taking account of any safeguards implemented, would not compromise the independence of the firm or any covered person.</p>	<p>1.58 – 1.66 Communication with Those Charged with Governance</p>
<p>A2.6 All partners and staff of the firm and all other covered persons shall remain alert to conditions or relationships which could compromise the independence of the firm or any covered person.</p>	<p>1.5 – 1.7 Compliance</p>
<p>A2.7 All partners and <i>staff</i> of the <i>firm</i> and all other <i>covered persons</i> who become aware of any condition or relationship which could impair the independence of the <i>firm</i> or any <i>covered person</i> shall report the matter to the <i>engagement partner</i> (if known) or (failing that) to the <i>firm's Ethics Partner/Function</i>, where applicable, or otherwise to the senior management of the <i>firm</i> or those with direct responsibility for the management of the <i>firm's</i> audit and other public interest assurance business, at the earliest opportunity.</p>	<p>1.29 – 1.42 Identification and Assessment of Threats</p>
<p>A2.8 The <i>firm</i> shall have policies and procedures designed to ensure that action is taken promptly: to investigate any condition or relationship reported in accordance with supporting ethical provision A2.7, to assess whether the independence of the <i>firm</i> or any <i>covered person</i> would be compromised and, if so, to eliminate the condition or relationship or apply sufficient safeguards, to reduce threats to a level where the independence of the <i>firm</i> and <i>covered persons</i> is not compromised, or to withdraw from the <i>engagement</i>.</p>	<p>1.43 – 1.50 Identification and Assessment of Safeguards</p> <p>1.54 – 1.57 Overall Conclusion</p>
<p>A2.9 In relation to an <i>engagement</i>, a <i>firm</i> shall not:</p>	
<ul style="list-style-type: none"> <li>• agree a basis for determining fees, or</li> </ul>	<p>Section 4 (4.1 – 4.32)</p>



- have remuneration and evaluation policies for partners and *staff*, Section 4 (4.33 – 4.37)

which would compromise the independence of the *firm* or of any *covered person*.

A2.10 The *firm*, its partners and *staff* and any other *covered person*, and *persons closely associated with covered persons*, shall not provide or accept gifts and hospitality in relation to an *engagement* unless an objective, reasonable and informed third party would consider the value thereof to be trivial or inconsequential. Section 4 (4.38 – 4.43)

A2.11 The *firm* shall not accept or continue an *engagement* for an entity, unless required by law to do so, where litigation in relation to any *engagement* between the *firm* its partners or any *covered person* and the entity or its *affiliates* is already in progress, or where the *engagement partner* considers such litigation to be probable, and which would compromise the independence of the *firm* or any *covered person*. Section 4 (4.44 – 4.46)

A2.12 The *firm* shall not provide any *non-audit / additional services* to an *entity relevant to an engagement*, where such provision would compromise the independence of the *firm* or any *covered person*. Section 5

A2.13 Failure to comply with a requirement of this Ethical Standard shall be deemed to compromise independence unless such failure has been addressed in accordance with paragraphs 1.21 and 1.22 of this Ethical Standard.

## Part B

### Section 1 – General Requirements and Guidance

#### Compliance

- 1.1 The *firm* shall establish appropriate policies and procedures to ensure that its owners or shareholders, as well as the members of the administrative, management and supervisory bodies of the *firm*, or of an *affiliate firm*, do not intervene in the carrying-out of an *engagement* in any way which jeopardises the integrity, objectivity or independence of the *firm* or *covered persons*.
- 1.2 The *firm* shall establish appropriate and effective organisational and administrative arrangements:
- (a) that are designed to prevent, identify, eliminate or manage and disclose any threats to its independence;
  - (b) for dealing with and recording incidents which have, or may have, serious consequences for the integrity of its audit or other public interest assurance activities.
- 1.3 The firm shall take into consideration the scale and complexity of its activities when complying with the requirements set out in paragraphs 1.1 and 1.2.
- 1.4 The *firm* shall be able to demonstrate to the Competent Authority (or the Recognised Supervisory Body to whom the Competent Authority has delegated regulatory tasks, where applicable) that the policies and procedures designed to achieve such compliance with the requirements in paragraphs 1.1 and 1.2 are appropriate given the scale and complexity of activities of the *firm*.
- 1.5 The *firm*, its partners and *staff* shall, in so far as they are required to meet the ethical outcomes of the overarching principles and supporting ethical provisions in this Ethical Standard, be able to demonstrate that they have done so. This shall include, in so far as applicable to their roles, being able to demonstrate that they have:
- implemented and maintained, and/or complied with, effective systems and processes to enable meeting those outcomes;
  - identified and reported relevant conditions and circumstances that threaten meeting those outcomes;
  - established and operated effective safeguards;
  - evaluated the threats and safeguards appropriately;
  - taken any additional steps that are appropriate in the circumstances to meet those outcomes.
- 1.6 The specific requirements in Part B of this Ethical Standard are designed to assist in meeting the ethical outcomes of the overarching principles and supporting ethical provisions. Circumstances relating to *engagements* vary widely and meeting the ethical outcomes is paramount. Compliance with the specific

requirements may not be sufficient to do this as they do not address all possible circumstances.

- 1.7 When a statement or examples are given in this Ethical Standard to help clarify or illustrate a position in relation to particular circumstances, this is not intended to, and should not be interpreted as, indicating that in other circumstances the same position necessarily either is or is not intended. Whether the ethical outcomes of the overarching principles and supporting ethical provisions are met is always paramount and is a matter to be determined exercising professional judgment.
- 1.8 Meeting the ethical outcomes of the overarching principles and supporting ethical provisions, and complying with the specific requirements, regarding integrity, objectivity and independence is a responsibility of both the *firm* and of individual partners and *staff*. The *firm* establishes policies and procedures, appropriate to the size and nature of the *firm*, to promote and monitor meeting the ethical outcomes of the overarching principles and supporting ethical provisions, and compliance with the specific requirements, by the *firm*, its partners and its *staff*.<sup>7</sup>
- 1.9 Supporting ethical provision A1.1 establishes that the senior management of the *firm*, and those with direct responsibility for the management of the *firm*'s audit and other public interest assurance business, instill the necessary culture and behaviours throughout the *firm* to ensure that meeting the ethical outcomes of the overarching principles and supporting ethical provisions is paramount and overrides all commercial interests of the *firm*. The senior management of the *firm* influences the internal culture of the *firm* by its actions and by its example ('the tone at the top'). Achieving a robust control environment requires that the senior management give clear, consistent and frequent messages, backed up by appropriate actions, which emphasise the importance of meeting the ethical outcomes of the overarching principles and supporting ethical provisions for *audit* and other *public interest assurance engagements* by all parts of the *firm*, including those parts that are not involved in providing audit and other public interest assurance services.
- 1.10 The senior management of the *firm*, and those with direct responsibility for the management of the *firm*'s audit and other public interest assurance business, shall establish appropriate policies, procedures, quality management, quality control and monitoring systems; dedicate appropriate resources and leadership to compliance with supporting ethical provision A1.1; and make appropriate arrangements with *network firms* to ensure compliance as necessary across the network. The *firm* shall ensure that such appropriate policies, procedures and quality control and monitoring systems are implemented and operated effectively.**
- 1.11 In order to promote a strong control environment, the *firm* establishes policies and procedures that include:
- (a) requirements for its partners and *staff* to report where applicable in relation to an *entity relevant to an engagement* by the *firm*:
- family and other personal relationships involving such an entity;
  - financial interests in such an entity;

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<sup>7</sup> Monitoring of compliance with ethical requirements will often be performed as part of a *firm*'s system of quality management, established in accordance with the requirements of ISQM (UK) 1.

- decisions to join such an entity;
- (b) monitoring of compliance with the *firm's* policies and procedures relating to integrity, objectivity and independence. Such monitoring procedures include, on a test basis, periodic review of the *engagement partners'* documentation of the consideration of the integrity, objectivity and independence of the *firm*, its partners and *staff*, addressing, for example:
- financial interests in *entities relevant to an engagement* by the *firm*;
  - economic dependence on *entities relevant to an engagement* by the *firm*;
  - the performance of *non-audit / additional services*;
  - *engagement partner* rotation;
- (c) identification of the entities which partners and *staff*, and, where applicable, *persons closely associated* with them, need to be independent from;
- (d) arrangements for prompt communication of possible or actual breaches of the *firm's* policies and procedures to the relevant *engagement partners*;
- (e) evaluation by *engagement partners* of the implications of any identified possible or actual breaches of the *firm's* policies and procedures that are reported to them;
- (f) reporting by *engagement partners* of particular circumstances or relationships as required by this Ethical Standard;
- (g) operation of an enforcement mechanism to promote compliance with policies and procedures;
- (h) empowerment of its *staff* to communicate without fear to senior levels within the *firm* any concerns about the *firm's* commitment to quality work and professional judgment and values, including issues of integrity, objectivity or independence that concerns them; this includes establishing confidential communication channels open to *staff*, encouraging *staff* to use these channels and ensuring that *staff* who use these channels are not discriminated against and are not subject to disciplinary proceedings as a result.

## Ethics Partner

- 1.12** The senior management of the *firm* shall designate a partner in the *firm* possessing the necessary seniority, relevant experience, authority and leadership levels (the '*Ethics Partner*') as having responsibility for ensuring the *firm's* compliance with supporting ethical provision A1.1. The *Ethics Partner* is supported, where appropriate, by other persons with relevant experience in the *firm*, comprising an 'Ethics Function' (see paragraph 1.20). The *Ethics Partner* shall have direct reporting lines to the *firm's* leadership Board and to the *firm's* independent non-executives, where applicable.
- 1.13** Save where the circumstances contemplated in paragraph 1.19 apply, the responsibilities of the *Ethics Partner* shall include:
- (a) the adequacy of the *firm's* policies and procedures relating to integrity, objectivity and independence, meeting the ethical outcomes required by the overarching principles and supporting ethical provisions, and compliance with the requirements of this Ethical Standard, and the

**effectiveness of its communication to its partners and staff on these matters within the firm; and**

**(b) providing related guidance to individual partners and staff with a view to achieving a consistent approach to the application of this Ethical Standard.**

- 1.14 In the case of firms that undertake engagements for public interest entities (PIEs) or other listed entities, the Ethics Partner has direct access to the firm's independent non-executives where such roles are introduced in the firm<sup>8</sup> or, alternatively, to the firm's most senior governance body.
- 1.15 If differences of opinion arise between the Ethics Partner and persons consulting them, the firm's policies and procedures for dealing with and resolving differences of opinion shall be followed<sup>9</sup>. If in following those procedures, the firm concludes that the opinion of the Ethics Partner is not to be followed where it relates to an engagement on a public interest entity, the matter shall be reported to the firm's independent non-executives and to the Competent Authority<sup>10</sup>. The engagement partner shall also report this matter to those charged with governance.**
- 1.16 The Ethics Partner is an individual with seniority and authority at leadership levels within the firm, possessing relevant experience, and whose decisions and advice on ethical matters will be respected by persons at all levels within the firm, including by any more senior partners. Experience of audit and/or other public interest assurance engagements would be useful.
- 1.17 The Ethics Partner shall not undertake another role within the firm which conflicts with or undermines their responsibilities as Ethics Partner.**
- 1.18 In assessing the effectiveness of the firm's communication of its policies and procedures relating to integrity, objectivity and independence, the Ethics Partner considers whether ethics are covered properly in the firm's induction programmes, professional training and continuing professional development for all partners and staff. Ethics Partners also provide guidance on matters referred to them and on matters, which they otherwise become aware of, where a difficult and objective judgment needs to be made or a consistent position reached. The Ethics Partner is proactive in considering the ethical implications of developments in the business of the firm and the environment in which it operates and in providing advice and guidance to partners and staff where appropriate.
- 1.19 In firms with three or fewer partners who are 'Responsible Individuals'<sup>11</sup>, it may not be practicable for an Ethics Partner to be designated. In these circumstances all partners will regularly discuss ethical issues amongst themselves, so ensuring that they act in a consistent manner and observe the overarching principles and supporting ethical provisions set out in this Ethical Standard. In the case of a sole practitioner, advice on matters where a difficult and objective judgment needs to be made is obtained through the ethics helpline of the practitioner's professional

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<sup>8</sup> Firms that comply with the Audit Firm Governance Code will have appointed independent non-executives who should have the majority on a body that oversees public interest matters.

<sup>9</sup> ISQM (UK) 1, paragraph 31 (e), requires firms to establish policies and procedures for dealing with and resolving differences of opinion with those consulted.

<sup>10</sup> The FRC (for PIE audit firms) or the Recognised Supervisory Body (for non-PIE audit firms) to whom the FRC has delegated regulatory tasks as applicable.

<sup>11</sup> A 'Responsible Individual' is a partner or employee of the firm who is responsible for audit work and designated as such under the audit regulations of a Recognised Supervisory Body.

body, or through discussion with a practitioner from another *firm*. In all cases, it is important that such discussions are documented.

- 1.20 To be able to discharge their responsibilities, the *Ethics Partner* shall be provided with sufficient, appropriately skilled and experienced staff support and other resources (the Ethics Function), commensurate with the size of the *firm*. Alternative arrangements shall be established to allow for:**
- the provision of guidance on those audits or other *public interest assurance engagements* where the *Ethics Partner* is the *engagement partner*; and
  - situations where the *Ethics Partner* is unavailable, for example due to illness or holidays.

### Breaches

- 1.21 *Firm* monitoring arrangements, as required by paragraph 1.10, shall be designed with the objective to effectively capture all relevant breaches of this ethical standard which are identified by the *firm*.**
- 1.22 Whenever a possible or actual breach of this Ethical Standard, or of policies and procedures established pursuant to the overarching principles and supporting ethical provisions and requirements established in it, is identified, the *engagement partner*, in the first instance, and the *Ethics Partner*, where appropriate, shall assess the implications of the breach, determine whether there are safeguards that can be put in place or other actions that can be taken to address any potential adverse consequences and considers whether there is a need to resign or withdraw from the *engagement*. In making this judgement the *Ethics Partner* and engagement partner shall consider the perspective of an Objective, Reasonable and Informed Third Party.**
- 1.23 The *firm* shall report all breaches to the *Competent Authority* on a biannual basis and to those charged with governance of an *entity relevant to an engagement*, where a breach relates to a specific engagement or engagements in a timely manner.**
- 1.24 The *firm* shall report to the *Competent Authority* about individual breaches outside of the biannual timetable where the *Competent Authority* would reasonably expect notice. This may be due to the nature or seriousness of the breach, including for example where the firm may need to consider resigning from an engagement.<sup>12</sup>**
- 1.25 An inadvertent breach of this Ethical Standard does not necessarily call into question the *firm's* ability to give an audit or other public interest assurance opinion, provided that:
- (a) the *firm* has established policies and procedures that require all partners, *staff* and other *covered persons* to report any breach promptly to the *engagement partner* or to the *Ethics Partner*, as appropriate;

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<sup>12</sup> [https://www.frc.org.uk/getattachment/ec61e0ae-6849-4f00-8567-593bdf7c0011/Public-Interest-Entity-Audit-Firm-Breach-Reporting\(1\).pdf](https://www.frc.org.uk/getattachment/ec61e0ae-6849-4f00-8567-593bdf7c0011/Public-Interest-Entity-Audit-Firm-Breach-Reporting(1).pdf)

- (b) the *engagement partner* or *Ethics Partner* promptly notifies the relevant partner, member of *staff* or other *covered person* that any matter which has given rise to a breach is to be addressed as soon as possible and ensures that such action is taken;
- (c) safeguards, where appropriate, are applied, for example, having another partner review the work done by the relevant partner, member of *staff* or other *covered person* or removing them from the *engagement team* or from otherwise being a *covered person*;
- (d) the actions taken and the rationale for them are documented; and
- (e) where the breach relates to the provision of non-permitted non-audit services to a *public interest entity*, the *engagement partner* reports in accordance with the requirements of ISA (UK) 700, paragraph 45-1(d).

Whether a breach is inadvertent is a matter of professional judgement based on an objective assessment of the evidence.

### **Non-involvement in Management Decision-taking**

- 1.26 Supporting ethical provision A2.1 requires that the *firm* and each *covered person* is not involved in the management decision-taking of an *entity relevant to the engagement*. The threat to independence and objectivity arising from playing such a role is so great that it cannot be safeguarded.
- 1.27 In the case of a *statutory audit, non-audit services* shall not be provided that involve playing any part in management decision-taking of an *entity relevant to an engagement*. The *firm* shall not accept any engagement which includes the provision of services where it is probable that an objective, reasonable and informed third party would conclude that the *firm* or a *covered person* was playing a part in management decision-taking.**
- 1.28 It is not possible to specify all types of decision that are the responsibility of management, but they typically involve leading and directing the entity, including making significant judgments and taking decisions regarding the acquisition, deployment and control of human, financial, physical and intangible resources (see paragraph 1.33). Examples of judgments and decisions that should not be made by the *firm* or a *covered person* include:
- Setting policies and strategic direction;
  - Directing and taking responsibility for the actions of the entity's employees;
  - Authorising transactions;
  - Deciding which recommendations of the *firm* or other third parties should be implemented, recognising that a greater threat exists where management are considering recommendations made by the *firm*, where there is no alternative course of action;
  - Taking responsibility for the preparation and fair presentation of financial statements in accordance with the applicable financial reporting framework;
  - Taking responsibility for the preparation and presentation of subject matter information in the case of an other *public interest assurance engagement*; and

- Taking responsibility for designing, implementing and maintaining internal control.

### Identification and Assessment of Threats

- 1.29 The engagement partner identifies and assesses the circumstances which could adversely affect the integrity or objectivity of the firm or of covered persons ('threats'), including any that could impair independence, and applies procedures ('safeguards'), which will either:
- (a) eliminate the threat (for example, by eliminating the circumstances, such as removing an individual from the engagement team or disposing of a financial interest in the entity); or
  - (b) reduce the threat to level at which independence is not compromised.

### Mergers and acquisitions

- 1.30 If, during the period covered by an *engagement*, an *entity relevant to the engagement* is acquired by, merges with, or acquires another entity, the *firm* and each relevant engagement partner shall identify and evaluate any current or recent interests or relationships, including any *non-audit / additional services* provided to that entity, which, taking into account available safeguards, could compromise the integrity, objectivity or independence of the *firm* or *covered persons* and the ability to continue with the *engagement* after the effective date of the merger or acquisition.
- 1.31 Within a period of no more than three months, the *firm* and each relevant *engagement partner* shall terminate any current interests or relationships that would compromise integrity, objectivity or independence and shall adopt safeguards to eliminate or reduce any threat to integrity or objectivity, including any threats that could impair independence, arising from prior and current interests and relationships, to a level where independence is not compromised.

Where an audited entity becomes a *public interest entity* by meeting the relevant statutory definition, the provisions in the Ethical Standard applicable to *public interest entities* apply from that point forward, subject to the transitional arrangements contained in paragraph 1.31. The same approach should be followed where an entity ceases to meet those criteria.

Where an entity becomes a controlled undertaking of a PIE as a result of acquisition, paragraph 1.31 provides a maximum time period of three months for the auditor of an entity to either terminate any arrangements to provide non-audit services (should they be prohibited), or put in place appropriate safeguards that reduce any threat to integrity, objectivity and independence to a level where the auditor's independence is not compromised (where those services are not prohibited). In such circumstances, the auditor will be required to provide within their auditor's report a statement of independence.

- 1.32 When complying with supporting ethical provisions A2.1–A2.3, conditions and relationship that could give rise to threats to the integrity, objectivity or



independence of the *firm* or *covered persons* are communicated to the appropriate person, having regard to the nature of the threats and to the part of the *firm* and the identity of any person involved. The consideration of all threats on an individual and cumulative<sup>13</sup> basis and the action taken is documented. If the *engagement partner* is personally involved in the threat, or is unsure about the action to be taken, the matter is resolved through consultation with the *Ethics Partner / Function* who should be provided with all facts relevant to consideration of the issue.

## Threats to Integrity, Objectivity and Independence

1.33 The principal types of threats to the integrity, objectivity and independence of the *firm* and *covered persons* are:

- ***self-interest threat***

A self-interest threat arises when any of the *firm*, its partners, *staff* or other *covered persons*, has financial or other interests which might cause the *firm* or any *covered person* to be, or perceived to be, reluctant to take actions in connection with the engagement that would be adverse to such interests of the *firm* or any *such person*. For example, such interests may include holding an investment in the entity, seeking to provide additional services to the entity or needing to recover long-outstanding fees from the entity. In relation to *non-audit / additional services*, the main self-interest threats concern fees and economic dependence and these are addressed in Section 4 of this Ethical Standard

- ***self-review threat***

A self-review threat arises when the results of non-audit / additional services, or where the subject matter of such services, whether performed by the firm, the engagement team or others within the firm, are addressed in the engagement or reflected in the amounts included or disclosed in the financial statements or other subject matter information of the engagement. For example, a self-review threat may arise where the firm has been involved in maintaining the accounting records, or undertaking valuations that are incorporated in financial statements that the firm audits or reports on in relation to an initial public offering. In the course of the engagement, the persons conducting the engagement may need to re-evaluate the work performed in the non-audit / additional service. As, by virtue of providing the non-audit / additional service, the firm is associated with aspects of the preparation of the financial statements or other subject matter or subject matter information relating to the non-audit / additional services, the firm or covered person may be, or may be perceived to be, unable to take an impartial view of relevant aspects of those financial statements or other subject matter information.

In assessing the significance of the self-review threat, the persons conducting the *engagement* consider the extent to which the *non-audit / additional service* will:

- involve a significant degree of subjective judgment; and

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<sup>13</sup> For this purpose, 'cumulative' means all current relationships and any past completed relationships that may be expected to have a continuing relevance to the auditor's independence and consideration of the threats that might exist.

- have a material effect on the preparation and presentation of the financial statements or other *subject matter information* or *subject matter* of the *engagement*.

Where a significant degree of judgment is involved in a *non-audit / additional service* relating to the financial statements, or other *subject matter information*, or to the *subject matter* of an *engagement*, the persons conducting the *engagement* may be inhibited from questioning that judgment in the course of the *engagement*. Whether a significant degree of subjective judgment is involved will depend upon whether the *non-audit / additional service* involves the application of well-established principles and procedures, and whether reliable information is available. If such circumstances do not exist because the *non-audit / additional service* is based on concepts, methodologies or assumptions that require judgment and are not established by the entity or by authoritative guidance, the integrity and objectivity of the *firm* and *covered persons* and their independence could be compromised. Where the provision of a proposed *non-audit / additional service* would also have a material effect on the financial statements, or other *subject matter information*, or on the *subject matter* of an *engagement*, it is unlikely that any safeguard can eliminate or reduce the self-review threat to a level where independence is not compromised.

- ***management threat***

A threat to integrity, objectivity and independence also arises where the *firm* provides *non-audit / additional services* and, based on that work, management are required to make judgments and take decisions. The persons conducting the service may become closely aligned with the views and interests of management and this may erode the distinction between the entity and the *firm*, in turn, impairing or calling into question the ability of the persons conducting an *engagement* to apply a proper degree of professional scepticism. The integrity and objectivity of the *firm* and *covered persons could be adversely affected* and their independence could be compromised. As a result, the provision of any service where it is probable that an objective, reasonable and informed third party would conclude that it would require the *firm* or any *covered person* to undertake a management role, or play any part in management decision making in an *entity relevant to an engagement* is prohibited, as the resulting threat to the independence of the *firm* and any *covered persons* is so great that it cannot be safeguarded.

- ***advocacy threat***

An advocacy threat arises when the *firm* undertakes work that involves acting as an advocate for an *entity relevant to an engagement*, and supporting a position taken by management in an adversarial or promotional context (for example, by acting as a legal advocate for the entity in litigation or a regulatory investigation, or undertaking an active responsibility for the marketing of an entity's shares). In order to act in an advocacy role, the *firm* has to adopt a position closely aligned to that of management. This creates both actual and perceived threats to the integrity, objectivity and independence of the *firm* and *covered persons*. For example, where the *firm*, acting as advocate, has supported a particular contention of management, it may be difficult for the persons conducting the *engagement* to take an impartial view of this in the context of an audit of the financial statements.

Where the provision of a *non-audit / additional service* would require the *firm*,

its partners or *staff* to act as an advocate for the entity in relation to matters that are material to the financial statements or other *subject matter information*, or to the *subject matter* of an *engagement*, it is unlikely that any safeguards can eliminate or reduce the advocacy threat to a level where independence would not be compromised.

- ***familiarity (or trust) threat***

A familiarity (or trust) threat arises when the firm or a covered person predisposed to accept, or is insufficiently questioning of, the point of view of an entity relevant to the engagement. Such threats may arise, for example, where close personal relationships are developed with such an entity's personnel through long association with the entity.

- ***intimidation threat***

An intimidation threat arises when the conduct of the firm or a covered person is influenced by fear or threats (for example, where the persons conducting the engagement encounter an aggressive and / or dominating individual).

These categories of threat may not be entirely distinct and certain circumstances may give rise to more than one type of threat. For example, where a *firm* wishes to retain the fee income from a large *entity relevant to an engagement*, but encounters an aggressive or dominating individual, there may be a self-interest threat as well as an intimidation threat. Furthermore, relationships with *connected parties* of the entity (such as an *affiliate*) may give rise to similar threats.

- 1.34 Threats to the integrity and objectivity of the *firm* and *covered persons*, including threats that could compromise independence, may, for example, arise where the *firm* is appointed to provide *non-audit / additional services* for an entity not relevant to an *engagement* by the *firm*, but where an entity that is relevant to an *engagement* by the *firm* makes this decision. In such cases, even if the entity not relevant to an *engagement* by the *firm* pays the fee for the *non-audit / additional service services*, the *firm* considers the implication of the threats (especially the self-interest threat) that arise from the appointment.
- 1.35 Threats to the integrity or objectivity of the *firm* and *covered persons*, including threats that could compromise independence, may also arise where a *non-audit / additional service* is provided by the *firm* to a third party which is connected (through a relationship) to an *entity relevant to an engagement* by the *firm*, and the outcome of that service has a material impact on the financial statements of the entity or other *subject matter, information*, or on the *subject matter* of the *engagement*. For example, such threats may arise if the *firm* provides actuarial services to the pension scheme of an audited entity, which is in deficit and the *firm* subsequently gives an opinion on financial statements that include judgments given in connection with that service.
- 1.36 Similarly threats may arise where the *firm* or any *covered person* has a relationship with any *connected party* of the entity. Where any member of the *engagement team* is aware of such relationships, an assessment is made of whether independence is compromised (see also paragraph 1.39).
- 1.37 **The *firm* shall establish policies and procedures to require the *engagement partner* to identify and assess the significance of threats to the integrity and objectivity of the *firm* and *covered persons* on an individual and cumulative<sup>13</sup> basis, including any threats that may compromise independence:**

- (a) when considering whether to accept or retain an *engagement*;
- (b) when planning the *engagement*;
- (c) when forming an opinion and signing the report on the financial statements or other *subject matter information*;<sup>14</sup>
- (d) when considering whether to accept or continue to provide *non-audit / additional services* to an *engagement* by the *firm*; and
- (e) when potential threats are reported to them.

1.38 An initial assessment of the threats to integrity, objectivity and independence is required when the *engagement partner* is considering whether to accept or retain an *engagement*. That assessment is reviewed and updated at the planning stage of each *engagement*. If consideration of whether to accept or retain an *engagement* does not arise, for example where responsibility for the *engagement* is assigned by legislation (e.g. for certain bodies in the public sector), an assessment of the threats to integrity, objectivity and independence is still undertaken. At the end of the *engagement* process, when forming an opinion on the financial statements or other *subject matter information* but before issuing the report, the *engagement partner* draws an overall conclusion as to whether all threats to integrity or objectivity including any that may compromise independence have been properly addressed on an individual and cumulative basis in accordance with this Ethical Standard. If, at any time, the *firm* is invited to provide *non-audit / additional services*, the *engagement partner* considers the impact this may have on the integrity, objectivity and independence of the *firm*, its partners or *staff*.

**1.39 When identifying and assessing threats to the integrity or objectivity of the *firm* or any *covered persons*, including any that may compromise independence, the *engagement partner* shall take into account current relationships with the entity (including *non-audit / additional services* provided and known relationships with *connected parties* of the entity) and with other parties in certain circumstances (see paragraph 1.41), that existed prior to the current *engagement* and any known to be in prospect following the current *engagement*.**

1.40 The requirement in paragraph 1.39 is because those prior and subsequent relationships may be perceived as likely to influence the *firm* or *covered persons* in the performance of the *engagement* or as otherwise compromising the integrity, objectivity or independence of the *firm* or *covered persons*.

1.41 Threats to the integrity or objectivity of the *firm* and *covered persons*, including those that may compromise independence, may arise where a service is provided by the *firm* to a third party which is connected (through a relationship) to an *entity relevant to an engagement* by the *firm*, and the outcome of that service has a material impact on the financial statements or other *subject matter information* of the entity. For example, if the *firm* provides actuarial services to the pension scheme of an *audited entity*, which is in deficit, and the *firm* subsequently gives an opinion on financial statements that include judgments given in connection with that service.

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<sup>14</sup> In the case of *listed entities*, the auditor also assesses whether there is any threat to the auditor's integrity, objectivity or independence when discharging responsibilities in relation to preliminary announcements and when reporting on interim results.

- 1.42 Where the entity *relevant to an engagement* or a third party calls into question the integrity, objectivity or independence of the *firm* in relation to a particular entity, the *Ethics Partner* shall carry out such investigations as may be appropriate and determine what action, if any, is needed.

#### Identification and Assessment of Safeguards

- 1.43 If the *engagement partner* identifies threats to the integrity or objectivity of the *firm* or *covered persons*, including any that could compromise independence, they shall identify and assess the effectiveness of the available safeguards and apply such safeguards as are sufficient to eliminate the threats or reduce them to a level where independence would not be compromised.
- 1.44 The nature and extent of safeguards to be applied depend on the significance of the threats. Where a threat is clearly insignificant, no safeguards are needed.
- 1.45 Other sections of this Ethical Standard address specific circumstances that can create threats to integrity or objectivity or could impair the independence of the *firm* or *covered persons*. They give examples of safeguards that can, in some circumstances, eliminate the threat or reduce it to level where it would not compromise independence. In some circumstances, the *firm* either does not accept or withdraws from the *engagement* as appropriate or, in the case of threats arising from the provision of *non-audit / additional services*, does not undertake or withdraws from the *non-audit / additional service*.
- 1.46 This Ethical Standard contains certain additional requirements or prohibitions that apply only to specific categories of entity.

<b><i>UK Statutory Public Interest Entities (UK PIEs)</i></b>	
1.70	Additional <i>engagement</i> acceptance and continuance requirements for a UK PIE
3.9	<i>Key audit partner</i> rotation requirements
3.17 & 3.18	Rotation requirements for the most senior personnel involved in the <i>statutory audit</i>
4.13 & 4.14	Statutory fee cap for non-audit services
4.15	Applications to the Competent Authority in respect of exemptions from the statutory fee cap
5.40	Permitted Non-Audit/Additional Services for UK PIEs
5.41	Inadvertent provision of a non-permitted service

<b>Listed entities only (including such entities that are UK PIEs, and in the definition of a PIE in the IESBA Code (IESBA PIEs))</b>	
5.56 (a)	Valuation services
5.62 (a)	Actuarial Valuation services
5.75	Preparation of current or deferred tax calculations
5.85	Litigation support services
5.118	<i>Entity in distress relevant to an engagement</i>
5.124 (a)	Provision of accounting services

<b>Listed entities and public interest entities, both UK PIEs, and IESBA PIEs</b>	
1.62	Communication with <i>Those Charged With Governance</i> on ethical and independence matters
3.10	<i>Engagement Partner</i> rotation
3.19	Rotation requirements for <i>Engagement Quality Reviewers</i>
3.20	Continuous involvement in an <i>engagement</i> in senior positions for seven years and over
4.16	Aggregation of fees for non-audit services/additional services
4.21 & 4.25	Total fees from a recurring engagement

These additional requirements also apply where regulation or legislation requires that the engagement for an entity is conducted in accordance with the standards or ethical requirements that are applicable to engagements for public interest entities or other listed entities.

- 1.47** The *firm* shall establish policies and procedures which set out the circumstances in which those additional requirements listed in paragraph 1.46 that apply to *public interest entities* or to *listed entities* or both are applied to other *engagements*. Where such requirements are applied to a *public interest entity* or to a *listed entity* or both, or to an other entity under such policies and procedures, the *engagement partner* shall communicate this to those charged with governance.
- 1.48 Such policies and procedures take into consideration any additional criteria set by the *firm*, such as the nature of the entity's business, its size, the number of its employees and the range of its stakeholders. For example, a *firm* may decide to extend the additional requirements to *engagements* for certain large private sector entities or *other entities of public interest*.
- 1.49** The *engagement partner* shall not accept or shall not continue an *engagement* if they conclude that any threats to the integrity or objectivity of the *firm* or *covered persons* cannot be reduced to a level where independence would not be compromised.

- 1.50 Where an objective, reasonable and informed third party would regard ceasing to act as the provider of an *engagement* as detrimental to the shareholders of the *audited entity* (or equivalent intended users of the audit or other assurance engagement report) of, or would otherwise be contrary to the public interest, then resignation may not be immediate. However, the *firm* discloses full details of the position to those charged with governance of the entity and, if applicable (e.g. for an *investment circular reporting engagement*), other entities and persons the *firm* is instructed to advise, and establishes appropriate safeguards.

### Other Firms Involved In Engagements

- 1.51 In order to use the work of another *firm* (including *network firms*) for the purpose of an *engagement*, the lead *firm* for the *engagement* has to obtain sufficient appropriate evidence and be satisfied that such another *firm* is independent of each *entity relevant to the engagement*<sup>15</sup> in accordance with supporting ethical provision 2.4 of this Ethical Standard.
- 1.52 In the case of a *public interest entity* or an other *listed entity*, the *engagement partner* establishes that the *entity relevant to the engagement* has communicated its policy<sup>16</sup> on the use of *firms* to supply *non-audit / additional services* to its *affiliates* and obtains confirmation that the other *firms* involved in the engagement will comply with this policy.

### Engagement Quality Review

- 1.53 Requirements for engagement quality review are established in ISQM (UK) 1 (Issued July 2021 - Updated March 2023), ISQM (2) (Issued July 2021 – Updated March 2023) and where applicable ISA (UK) 220 (Revised July 2021).

### Overall Conclusion

- 1.54 At the end of the *engagement* process, when forming an opinion to be reported, or otherwise reporting on the work undertaken, but before issuing the report, the *engagement partner* shall reach an overall conclusion that any threats to integrity or objectivity including any that could impair independence on an individual and cumulative basis have been properly addressed in accordance with this Ethical Standard. If the *engagement partner* cannot make such a conclusion, they shall not report, and the *firm* shall resign or otherwise withdraw from the *engagement* unless not permitted to do so by law or regulation.**
- 1.55 In addition to assessing individual threats to integrity or objectivity including any that could impair independence of the *firm* or *covered persons*, the *engagement partner* assesses the cumulative impact of all the threats identified so as to reach a conclusion that the threats identified, when viewed individually and cumulatively, have been eliminated or reduced to a level where independence would not be compromised.

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<sup>15</sup> For an audit, ISA (UK) 600 (Revised September 2022) '*Special Considerations – Audits of Group Financial Statements (Including the Work of Component Auditors)*' requires that the group engagement team shall obtain an understanding of whether the component auditor understands and will comply with the ethical requirements that are relevant to the group audit and, in particular, is independent.

<sup>16</sup> The UK Corporate Governance Code requires audit committees to develop the company's policy on the engagement of the external auditor to supply *non-audit services*.

- 1.56 If the *engagement partner* remains unable to conclude that any individual threats to integrity or objectivity including any that could impair independence, or that all such threats viewed on a cumulative basis, have been eliminated or reduced to a level where independence would not be compromised, or if there is a disagreement between the *engagement partner* and the *engagement quality control reviewer*, they consult the *Ethics Partner / Function*.
- 1.57 In concluding on these matters, the *engagement partner* is entitled to rely on the completeness and accuracy of the data developed by the *firm's* systems relating to independence (for example, in relation to the reporting of financial interests by *staff*), unless informed otherwise by the *firm*. In this context 'data' does not include any judgments made about specific matters identified as the responsibility of the *engagement partner* in this Ethical Standard.

### Communication with Those Charged With Governance

- 1.58 **The *engagement partner* shall ensure that those charged with governance of each *entity relevant to an engagement*, and, in the case of an *investment circular reporting engagement*, any other persons or entities the *firm* is instructed to advise, are appropriately informed on a timely basis of all significant facts and matters that may bear upon the integrity, objectivity and independence of the *firm* or covered persons.**
- 1.59 The audit committee, where one exists, is usually responsible for oversight of the relationship of an *entity relevant to the engagement* with the *firm* and of the conduct and outcome of the *engagement*. It therefore has a particular interest in being informed about the *firm's* ability to express an objective opinion on the financial statements or other *subject matter information* or on the *subject matter* of the *engagement*. Where there is no audit committee, or where its responsibilities do not extend to other *public interest assurance engagements*, this role may be undertaken by another body with equivalent responsibilities or by the board of directors.<sup>17</sup>
- 1.60 The aim of these communications is to ensure full and fair disclosure by the *firm* to those charged with governance of each *entity relevant to the engagement* on matters in which they have an interest. These matters will generally include the key elements of the *engagement partner's* consideration of integrity, objectivity and independence, such as:
- the principal threats, if any, to integrity or objectivity including any that could impair independence identified by the *firm*, including consideration of all relationships between the entity, its *affiliates* and directors and the *firm*;
  - any safeguards adopted and the reasons why they are considered to be effective, including any independent partner review;
  - the overall assessment of threats and safeguards;
  - information about the general policies and processes within the *firm* for maintaining integrity, objectivity and independence;
  - The details and significance of any breaches of this ethical standard in the relevant period.

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<sup>17</sup> Where there is no audit committee or equivalent body, references in this Ethical Standard to communication with the audit committee are to be construed as including communication with the board of directors.



- 1.61 Communications between the *firm* and those charged with the governance of each *entity relevant to the engagement* and, in the case of an *investment circular reporting engagement*, any other persons the *firm* may be instructed to advise, will be needed at the planning stage and whenever significant judgments are made about threats to integrity, objectivity and independence and the appropriateness of safeguards put in place, for example, when accepting to provide *non-audit / additional services*.
- 1.62 **In the case of *public interest entities*, and *listed entities*, relevant to an engagement, the engagement partner shall ensure that the audit committee is provided with:**
- (a) **a written disclosure of relationships (including the provision of *non-audit / additional services*) that may bear on the integrity, objectivity or independence of the *firm* or *covered persons*. This shall have regard to relationships with the entity, its directors and senior management, its *affiliates*, and its *connected parties*, and the threats to integrity or objectivity, including those that could compromise independence, that these create. It shall also detail any safeguards that have been put in place and why they address such threats, together with any other information necessary to enable the integrity, objectivity and independence of the *firm* and each *covered person* to be assessed;**
  - (b) **details of *non-audit / additional services* provided and the fees charged in relation thereto;**
  - (c) **written confirmation that the *firm* and each *covered person* is independent;**
  - (d) **details of any inconsistencies between this Ethical Standard and the policy of the *entity* for the provision of *non-audit / additional services* by the *firm* and any breach or apparent breach of that policy;**
  - (e) **details of any breaches of the requirements in this Ethical Standard, and of any safeguards applied and actions taken by the *firm* to address any threats to independence; and**
  - (f) **an opportunity to discuss independence issues.**
- 1.63 The most appropriate time for these final written confirmations of independence is usually at the conclusion of the *engagement*.
- 1.64 The disclosure in writing of all relationships with the *entity relevant to the engagement*, and its directors and senior management and its *affiliates*, includes all services provided by the *firm* and its network to the entity, its directors and senior management and its *affiliates*, and other services provided to other known *connected parties* that may reasonably be thought to bear on the integrity, objectivity or independence of the *firm* or *covered persons* and the related safeguards that are in place.
- 1.65 For an *audit engagement*, the *engagement partner* ensures that the total amount of fees that the *firm* and its *network firms* have charged to the *audited entity* and its *affiliates* for the provision of services during the reporting period, analysed into appropriate categories are disclosed. Appendix A to this Ethical Standard contains an illustrative template for the provision of such information to an audit

committee<sup>18</sup>. Separately, the auditor provides the amounts of any future services which have been contracted, and details of any written proposal to provide *non-audit services* that has been submitted.

- 1.66 The written confirmation that the *firm* and each *covered person* is independent indicates that the *firm* considers that it complies with this Ethical Standard and that, in the *engagement partner's* professional judgment, the integrity, objectivity and independence of the *firm* and each *covered person* is not compromised. If it is not possible to make such a confirmation, the communication will include any concerns that the integrity, objectivity or independence of the *firm* or any *covered person* may be compromised (including instances where the *engagement partner* considers that the independence of an other *firm* involved in the *engagement* is compromised) and an explanation of the actions which necessarily follow from this.

### Documentation

- 1.67 **The *firm* shall document in the *engagement* working papers all significant threats to the integrity or objectivity, including any that could impair independence, of the *firm* and all *covered persons* as well as the safeguards applied to mitigate those threats and why they mitigate the threats.**
- 1.68 **The *engagement partner* shall ensure that their consideration of the integrity, objectivity and independence of the *firm* and *covered persons* is appropriately documented on a timely basis.**
- 1.69 **Before accepting or continuing an *engagement*, the *firm* shall assess and document the following:**
- **whether it meets the ethical outcomes of the overarching principles and supporting ethical provisions, and complies with the requirements, of this Ethical Standard;**
  - **whether there are threats to its integrity, objectivity or independence and the safeguards applied to mitigate those threats and why they mitigate the threats.**
- 1.70 **Before accepting or continuing an engagement for a *statutory audit* of a *public interest entity*, an *audit firm* shall assess and document, in addition to the provisions of paragraph 1.69 above, the following:**
- (a) **whether it complies with the requirements of Regulations 79<sup>19</sup> and 80<sup>20</sup> of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177);**
  - (b) **whether the conditions of Regulation 91<sup>21</sup> of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177) are complied with;**
  - (c) **the integrity of the members of the supervisory, administrative and management bodies of the *public interest entity*.**

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<sup>18</sup> When considering how to present this analysis of fees, the auditor takes account of any applicable legislation.

<sup>19</sup> See paragraphs 4.5 and 4.13 – 4.15 of this Ethical Standard.

<sup>20</sup> See paragraphs 5.40, 5.41, 5.43 of this Ethical Standard.

<sup>21</sup> See paragraphs 3.8, 3.9, 3.17, 3.18 of this Ethical Standard.

- 1.71 The requirement to document these issues contributes to the clarity and rigour of the *engagement partner's* thinking and the quality of their judgments. In addition, such documentation provides evidence that the *engagement partner's* consideration of the integrity, objectivity and independence of the *firm* and *covered person* was properly performed and, for *public interest entities* and other *listed entities* and where otherwise applicable, provides the basis for review by the *engagement quality control reviewer*.
- 1.72 Matters to be documented<sup>22</sup> include all key elements of the process and any significant judgments concerning:
- threats identified, other than those which are clearly insignificant, and the process used in identifying them; safeguards adopted and the reasons why they are considered to be effective;
  - review by an *engagement quality control reviewer* or an independent partner;
  - overall assessment of threats and safeguards on an individual and cumulative basis;
  - communication with those charged with governance and, where applicable, any other persons or entities the *firm* is instructed to advise; and
  - Breaches identified and actions taken (see ISQM (UK) 1, para 58-1).

### **Effective Date**

- 1.73 This Ethical Standard becomes effective on 15 December 2024.
- 1.74 *Firms* may complete *engagements* relating to periods commencing before 15 December 2024 in accordance with existing ethical standards, putting in place any necessary changes in the subsequent engagement period.
- 1.75 Engagements to provide previously permitted non-audit or additional services, entered into before 15 December 2024, and for which the *firm* has already commenced work may continue until completed in accordance with the original *engagement* terms, subject to the application of appropriate safeguards.

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<sup>22</sup> The necessary working papers can be combined with those prepared pursuant to ISA (UK) 220 (Revised November 2019) 'Quality Management for an Audit of Financial Statements'.

## Section 2 – Financial, Business, Employment and Personal Relationships

### Financial Relationships

2.1 A financial interest in an entity is an interest in a *financial instrument* issued, guaranteed or otherwise supported by an entity, including rights and obligations to acquire such an interest and derivatives directly related to such an interest.

*Financial instruments are defined in the FRC's Glossary of Terms as:*

*Transferable securities;*

*Money-market instruments;*

*Units in collective investment undertakings;*

*Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;*

*Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;*

*Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a Multilateral Trading Facility (MTF), or an Organised Trading Facility (OTF), except for wholesale energy products traded on an OTF that must be physically settled;*

*Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this Section and not being for commercial purposes, which have the characteristics of other derivative financial instruments;*

*Derivative instruments for the transfer of credit risk;*

*Financial contracts for difference;*

*Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;*

*Emission allowances consisting of any units recognised for compliance with the requirements of the Emissions Trading Scheme*

2.2 A financial interest may be:

- (a) a 'direct financial interest', held by way of
  - (i) direct ownership of the *financial instrument*; or
  - (ii) a 'direct beneficial interest' – i.e. an interest held through an intermediary which is either controlled or could be influenced by that person holding the financial interest.

For example, a direct beneficial interest may exist by virtue of the person being an identified potential beneficiary under a trust, or under a will relating to an estate, where the trust or estate holds an underlying direct financial interest and the person has control or influence over the trust or estate; or

- (b) an 'indirect financial interest', held through an intermediary (other than an intermediary over which the person holding the financial interest has control or influence as described in (a)).

For example, an indirect financial interest may be held through a diversified collective investment scheme, such as an authorised unit or investment trust, such as an open or closed-ended investment fund, managed funds such as pensions or life insurance or other similar investment schemes with diversified investments, diversified investors and independent investment managers.

**2.3 Each partner in the firm, and any persons closely associated with a partner in the firm, shall not<sup>23</sup> hold any financial interest, other than an immaterial indirect financial interest, in or engage in any transaction – save for a sale of a prohibited financial interest – in any financial instrument of:**

- (a) any entity relevant to an engagement of the firm, or**
- (b) an entity which is an affiliate of such an entity; or**
- (c) any other entity otherwise related to such an entity in circumstances where holding such a financial interest may cause, or may be perceived by an objective, reasonable and informed third party as causing, a self-interest threat.**

**2.4 The firm, each covered person, and any persons closely associated with any such person or the firm, shall not<sup>24</sup>:**

- (a) hold any *financial interest*, other than an immaterial indirect financial interest held through a diversified collective investment scheme, in or engage in any transaction – save for a sale of a prohibited financial interest – in any financial instrument of:**
  - (i) any entity relevant to an engagement for which they (or the person they are closely associated to, where applicable) are a covered person – for the purposes of this requirement, the firm is a covered person for every engagement of the firm, or**
  - (ii) an entity which is an affiliate of such an entity; or**
  - (iii) any other entity otherwise related to such an entity in circumstances where holding such a financial interest may cause,**

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<sup>23</sup> Except in the scenarios discussed in paragraphs 2.6 and 2.8

<sup>24</sup> Except in the scenarios discussed in paragraph 2.8

**or may be perceived by an objective, reasonable and informed third party as causing, a self-interest threat.**

**(b) hold any material financial interest, other than an indirect financial interest held through a diversified collective investment scheme, in or engage in any transaction – save for a sale of a prohibited financial interest – in any financial instrument of any entity relevant to an engagement in the area of activity<sup>25</sup> in which they (or in the case of a person closely associated, the area of activity in which the covered person with whom they are closely associated) are involved relating to engagements.**

2.5 The requirements in paragraphs 2.3 and 2.4 have been established because threats to integrity, objectivity and independence in relation to *engagements*, where the *firm* or other persons have direct or indirect financial interests in an *entity relevant to an engagement* in the circumstances referred to in those paragraphs, are such that it is considered that no safeguards can eliminate them or reduce them to a level where they would not compromise independence, and they are therefore precluded.

2.6 Except where it would be prohibited by paragraphs 2.3 or 2.4 as a consequence of their own role, where a *person closely associated* with a partner in the *firm* who is not a *covered person* for an *engagement* of the *firm*, has a financial interest in any *entity relevant to the engagement*, or in any *affiliate* of such an entity, as a consequence of:

- the compensation arrangements of that person (for example, a share option scheme, where the shares have not vested); or
- a decision made, or a transaction undertaken, by an entity with whom that person has a contractual business or employment arrangement (for example, a partnership agreement);

such financial interests are not generally considered to threaten integrity or objectivity or to compromise independence in relation to the *engagement*. However, where such interests are significant or the person with whom they are closely associated works closely with the *engagement team*, the *Ethics Partner/Function* considers whether any safeguards need to be put in place.

2.7 For the purposes of paragraph 2.3, where financial interests in a diversified collective investment scheme that is an *entity relevant to an engagement* of the *firm*, or an *affiliate* of such an entity, are held by a partner in the *firm*, or by a *person closely associated* with such a partner and that partner is not a *covered person* for such an *engagement*, such interests can be held as long as:

- (a) they are not material to the individual; and
- (b) the individual has no influence over the investment decisions of the entity.

2.8 Where a person who is a *covered person*, or any *partner* in the *firm*, or any *person closely associated* with them, is a member or shareholder of any *entity that is relevant to an engagement*, as a result of the entity's membership or equivalent requirements, the *firm* should ensure that no more than the minimum number of shares necessary to comply with the requirement are held and should assess

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<sup>25</sup> Any *engagements*, in relation to which the *engagement partner* practices in the same office or business unit as the *covered person*.

whether this financial interest is material to either the entity or the person holding the interest. Disclosure of such interests should be made to those charged with governance of such an entity, in accordance with paragraph 1.58 of this Ethical Standard.

2.9 Where the *firm*, a partner or a *covered person* holds any financial interests that they would not be permitted to hold, or engages in any transaction in *financial instruments* that they would not be permitted to engage in, in breach of the requirements in paragraphs 2.3 or 2.4 and paragraph 2.10 does not apply, either:

- the entire financial interest is disposed of; or
- where only an immaterial holding is permitted, a sufficient amount of the financial interest is disposed of so that the remaining interest is no longer material.

In addition, in the case of a person, for the period referred to in supporting ethical provision A2.1:

- they are excluded from being a *covered person* for any *engagements* in relation to which the breach occurred; and
- If the breach arose from a material prohibited *financial interest*, or from engagement in a prohibited transaction in a *financial instrument*, they are excluded from any role by virtue of which they would be operating in the same office or business unit as the *engagement partner* for the engagement in relation to which the breach arose, if they themselves are not the *engagement partner*.

In addition, in the case of a firm, the firm does not accept, or withdraws from, the engagement.

2.10 Where a person who is joining the *firm* as a partner or *staff* member, or any *person closely associated* with them, has any financial interests acquired before the person joined the *firm* that they would not be permitted to hold in accordance with the requirements in paragraphs 2.3 or 2.4, they should:

- (i) Where the financial interests are held in entities relevant to engagements for which the *engagement partner* works in the same office or business unit that the person is to join, dispose of those financial interests prior to the person joining the *firm*;
- (ii) Where the person joining the firm as a partner, in addition to any disposals required by part (i), dispose of any financial interests held in any other entities relevant to any engagement of the firm prior to, or immediately when, the person joins the *firm*, unless:
  - (a) the person joining the *firm* is not able to influence the affairs of any *entity relevant to an engagement* in which the interests are held; and
  - (b) either there is no market for such interests, or the individual does not have the power to sell or to direct the sale of the interest; and
  - (c) the financial interests are not held in an *entity relevant to an engagement* in relation to which the person joining the *firm*:
    - is to be a *covered person*; or
    - works in the same part of the *firm* as the *engagement partner* for any such *engagement*; or
    - is involved in the provision of a *non-audit / additional service* to any such entity or in an entity that is an *affiliate* of such an entity.

- (iii) Where, in accordance with part (ii), prohibited financial interests are not disposed of prior to, or immediately when, the person joins the *firm*, they must be disposed of as soon as possible after the individual holding them becomes able to make a disposal. The *firm* ensures that:
    - (a) the deferral of the disposal of such financial interests is approved by the *Ethics Partner/Function*;
    - (b) a record is maintained of such individuals and interests, including a description of the circumstances; and
    - (c) this information is communicated to the relevant *engagement partner*.
- 2.11 Where any financial interest specified in paragraph 2.3 or 2.4 is acquired unintentionally, as a result of an external event (for example, inheritance, gift, or merger of *firms* or companies), the disposal of the financial interest is required immediately, or as soon as possible after the relevant person has actual knowledge of, and the right to dispose of, the interest. More specific requirements are set out in paragraph 1.30 of this Ethical Standard, that apply in circumstances where during the period covered by the financial statements an *audited entity* is acquired by, merges with, or acquires another entity.
- 2.12 Where the disposal of a financial interest in accordance with paragraphs 2.3, 2.4, 2.9, 2.10 or 2.11 does not take place immediately, the *firm* should adopt safeguards to preserve integrity, objectivity and independence until the financial interest is disposed of. These may include the temporary exclusion of a *covered person* from any role by virtue of which they would be a *covered person* for the *engagement*, or (where continued participation in the *engagement* is not precluded in accordance with paragraphs 2.3 or 2.4) a review of the relevant person's work by a partner having sufficient experience and authority to fulfil the role who is not involved in the *engagement*.
- 2.13 Where the *firm* or one of the individuals specified in paragraph 2.3 or 2.4 holds an indirect financial interest but does not have both:
- (a) the ability to influence the investment decisions of the intermediary; and
  - (b) actual knowledge of the existence of the underlying investment in the *entity relevant to the engagement*;
- there may not be a significant threat to integrity or objectivity and independence. For example, where the indirect financial interest takes the form of an investment in a pension fund, the composition of the funds and the size and nature of any underlying investment in the entity may be known but there is unlikely to be any influence on investment decisions. As long as the person holding the indirect interest is not directly involved in an *engagement* involving the intermediary, nor able to influence the individual investment decisions of the intermediary, any threat to integrity or objectivity and any impairment of independence may be regarded as clearly insignificant.
- 2.14 Where the *firm* or one of the individuals specified in paragraph 2.3 or 2.4 holds a beneficial interest in a properly operated 'blind' trust, they are (by definition) completely unaware of the identity of the underlying investments, and therefore, the existence of an indirect financial interest. In these circumstances, any threat to integrity or objectivity and any impairment of independence may be regarded as clearly insignificant.
- 2.15 Where a partner in the *firm* or a *covered person* becomes aware that a *close family member* holds any financial interest specified in paragraphs 2.3 or**



**2.4, that person shall report the matter to the *engagement partner* to take appropriate action. If it is a *close family* member of the *engagement partner*, or if the *engagement partner* is in doubt as to the action to be taken, the *engagement partner* shall resolve the matter through consultation with the *Ethics Partner/Function*.**

#### **Financial Interests Held as Trustee**

2.16 Where any financial interest in an *entity relevant to the engagement* or in any *affiliate* of such an entity is held in a trustee capacity by a *firm*, *covered person*, or by a *person closely associated* with them, a self-interest threat may be created because either the existence of the trustee interest may influence the conduct or outcome of the *engagement* or the trust may influence the actions of the entity. Accordingly, such a trustee interest shall not be held when:

- the relevant person is an identified potential beneficiary of the trust; or the financial interest held by the trust in the entity is material to the trust; or
- in the case of a firm, where a covered person, a person closely associated with them, or a network firm is an identified potential beneficiary of the trust
- the trust is able to exercise significant influence over the entity or an *affiliate* of the entity; or
- the relevant person has significant influence over the investment decisions made by the trust, in so far as they relate to the financial interest in the entity; or
- such a holding is otherwise precluded by the requirements in paragraph 2.3 or 2.4.

A trustee interest shall not be held in the case of a 'living will' or power of attorney, where the person holding that interest is or may be a potential beneficiary of the estate to which it pertains, or where that person is able to influence the investment of the estate.

2.17 Where it is not clear whether the financial interest in the entity held by the trust is material to the trust or whether the trust is able to exercise significant influence over the entity, the financial interest is reported to the *Ethics Partner/Function*, so that a decision can be made as to the steps that need to be taken.

2.18 Any financial interest in the entity or its *affiliates* held in a trustee capacity by the *firm* or by a partner in the *firm* who is not a *covered person* or a *person closely associated* with them, cannot be held when the *firm* or relevant person is an identified potential beneficiary of the trust.

#### **Financial Interests Held by Firm Pension Schemes**

2.19 Where the pension scheme of a *firm* has a financial interest in an *entity relevant to an engagement*, or in the entity's *affiliates*, and the *firm* has any influence over the trustees' investment decisions (other than indirect strategic and policy decisions), the self-interest threat created is such that no safeguards can eliminate it or reduce it to a level where independence is not compromised. Where the pension scheme invests through a collective investment scheme and the *firm's* influence is limited to investment policy decisions, such as the allocation between different categories of investment, the *Ethics Partner* considers the acceptability of the position, having regard to the materiality of the financial interest to the pension scheme.

## Loans and Guarantees

- 2.20 Where *firms, covered persons or persons closely associated* with them:
- (a) accept a loan<sup>26</sup> or a guarantee of their borrowings from an *entity relevant to the engagement*; or
  - (b) make a loan to or guarantee the borrowings of an *entity relevant to the engagement*,

a self-interest threat and an intimidation threat to integrity or objectivity can be created and independence may be compromised. In these situations, set out in paragraphs 2.21, 2.22 and 2.23, no safeguards can eliminate these threats or reduce them to a level where independence is not compromised and accepting and making loans in those circumstances is therefore precluded.

- 2.21 ***Firms, covered persons and persons closely associated with them shall not make a loan to, or guarantee the borrowings of, an entity relevant to the engagement, or the affiliates of such an entity, unless this represents a deposit made with a bank or similar deposit taking institution in the ordinary course of business and on normal business terms***

- 2.22 ***Firms shall not accept a loan from, or have their borrowings guaranteed by an entity relevant to an engagement, or the affiliates of such an entity, unless:***

- (a) the entity is a bank or similar deposit taking institution; and
- (b) the loan or guarantee is made in the ordinary course of business on normal business terms; and
- (c) the loan or guarantee is not material to both the *firm* and the entity.

- 2.23 ***Covered persons and persons closely associated with them shall not accept a loan from, or have their borrowings guaranteed by, the entity relevant to the engagement, or the affiliates of such an entity, unless:***

- (a) the entity is a bank or similar deposit taking institution;
- (b) the loan or guarantee is made in the ordinary course of business on normal business terms; and
- (c) the loan or guarantee is not material to the entity.

***Where a covered person or persons closely associated with them have accepted a loan from, or have their borrowings guaranteed by an entity relevant to an engagement, or the affiliates of such an entity, the covered person shall withdraw from the engagement where the loan falls into significant arrears.***

## Business Relationships

- 2.24 A business relationship between:

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<sup>26</sup> For the purpose of this Ethical Standard, the term 'loan' does not include ordinary trade credit arrangements or deposits placed for goods or services, unless they are material to either party (see paragraph 2.26).

- (a) the *firm* or a *covered person*, or *persons closely associated* with them; and
- (b) any *entity relevant to the engagement*, or the entity's *affiliates* or its management;
- (c) involves the two parties having a common commercial interest. Business relationships may create self-interest, advocacy or intimidation threats to integrity or objectivity and independence may be compromised. Examples include:
  - joint ventures with the entity or with a director, officer or other individual who performs a management role for the entity;
  - arrangements to combine one or more services or products of the *firm* with one or more services or products of the entity and to market the package with reference to both parties;
  - distribution or marketing arrangements under which the *firm* acts as a distributor or marketer of any of the entity's products or services, or the entity acts as the distributor or marketer of any of the products or services of the *firm*;
  - other commercial transactions, such as the *firm* leasing its office space from or to the entity.

**2.25** **Persons or *firms* referred to in paragraph 2.3 and 2.4 shall not have a business or other relationship with any *entity relevant to an engagement* within the period referred in supporting ethical provision A2.1 that would compromise independence; or, if a person has such a business or other relationship they shall be excluded from any role by virtue of which they would be a *covered person* for such an *engagement*.**

**2.26** ***Firms, covered persons and persons closely associated with them shall not enter into business relationships with any *entity relevant to the engagement*, or its management or its *affiliates* except where those relationships:***

- **involve the purchase of goods or services from the *firm* or the entity in the ordinary course of business and on an arm's length basis and which are not material to either party; or**
- **would be inconsequential to either party in the view of an objective, reasonable and informed third party.**

2.27 Where there are doubts about whether a relationship would be inconsequential to either party in the view of an objective, reasonable and informed third party, then the relationship is not regarded as inconsequential.

2.28 Where a business relationship exists, that is not permitted under paragraph 2.26, and has been entered into by:

- (a) *the firm*: either the relationship is terminated, or the *firm* does not accept (or withdraws from) the *engagement*;
- (b) *a covered person*: either the relationship is terminated or that person is excluded from any role in which they would be a *covered person*;
- (c) *a person closely associated with a covered person*: either the relationship is terminated, or the *covered person* is excluded from any role in which they would be a *covered person*.

For an *engagement*, where there is an unavoidable delay in the termination of a business relationship, the *firm* adopts safeguards to preserve integrity and objectivity in relation to any relevant *engagements* until the relationship is terminated. These may include a review of the relevant person's *engagement* work or a temporary exclusion of the relevant person from any role in which they would be a *covered person*.

- 2.29 Compliance with paragraph 2.26 is not intended to prevent a *firm* giving advice in accordance with regulatory requirements<sup>27</sup> to a third party in relation to investment products or services, including those supplied by an *entity relevant to an engagement*. In such circumstances, the *firm* considers the advocacy and self-interest threats that might be created by the provision of this advice where it gives rise to commission or similar payments by the entity to the *firm* and assesses whether any safeguards are required.
- 2.30 Where a *covered person* becomes aware that a *close family member* has entered into one of the business relationships specified in paragraph 2.24, or any other business relationship that could impair independence, that person shall report the matter to the *engagement partner* to take appropriate action. If it is a *close family member* of the *engagement partner* or if the *engagement partner* is in doubt as to the action to be taken, the *engagement partner* shall resolve the matter through consultation with the *Ethics Partner/Function*.**
- 2.31 Where there are doubts as to whether a transaction or series of transactions are either in the ordinary course of business and on an arm's length basis or of such materiality that they constitute a threat to the integrity, objectivity or independence of the *firm* or *covered persons*, the *engagement partner* reports the issue:
- to the *Ethics Partner/Function*, so that a decision can be made as to the appropriate action that needs to be taken to ensure that the matter is resolved; and
  - in the case of an *engagement*, to those charged with governance of the entity, together with other significant facts and matters that bear upon the integrity, objectivity or independence of the *firm* and *covered persons*, to obtain their views on the matter.
- 2.32 A *firm* shall not provide an *engagement* to any entity or person where that entity or person is in a position to influence the affairs of the *firm* or the performance of any *engagement* of the *firm*.**
- 2.33 This prohibition applies to:
- (a) any entity that owns any significant part of the *firm*, or is an *affiliate* of such an entity; or
  - (b) any shareholder, director or other person in a position to direct the affairs of such an entity or its *affiliate*.

A significant ownership is one that carries the ability to influence materially the policy of an entity.<sup>28</sup>

## Employment Relationships

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<sup>27</sup> *Firms* providing such services will be authorised either by the Financial Conduct Authority or by their professional accountancy body acting as a Designated Professional Body.

<sup>28</sup> For companies, competition authorities have generally treated a 15% shareholding as sufficient to provide a material ability to influence policy.

- 2.34 Persons or *firms* referred to in paragraph 2.3 or 2.4 shall not have an employment relationship with an *entity relevant to the engagement*, or an *affiliate* of such an entity, within the period referred in supporting ethical provision A2.1 that would compromise independence. If a person has such an employment relationship they shall be excluded from any role by virtue of which they would be a *covered person* for such an *engagement*.

#### Management Role with an Entity Relevant to an Engagement

- 2.35 A *firm* shall not admit to the partnership, or employ a person in a position as a *covered person*, if that person is also employed by any *entity relevant to the engagement*, or by any *affiliate* of such an entity.

#### Loan Staff Assignments

- 2.36 A firm shall not enter into an agreement with an entity relevant to an engagement, or with the affiliates of such an entity, to provide any partner or employee to work for a temporary period as if that individual were an employee of any such entity or its affiliates. An exception applies: in respect of staff employed by a UK national audit agency, in a role with no management responsibilities; for a short period of time<sup>29</sup>; and where the service to be provided would not be prohibited by this Ethical Standard.

#### Partners and Engagement Team Members Joining an Entity Relevant to an Engagement

- 2.37 Where a former partner in the *firm* joins an *entity relevant to an engagement*, the *firm* shall take action as quickly as possible - and, in any event, before any further work is done by the *firm* in connection with any such *engagement* - to ensure that no significant connections remain between the *firm* and the individual, or to withdraw from the *engagement*.

- 2.38 Ensuring that no significant connections remain between the *firm* and the individual requires that:

- all financial interests be fully settled (including retirement benefits) unless these are made in accordance with pre-determined arrangements that cannot be influenced by any remaining connections between the individual and the *firm*; and
- the individual does not participate or appear to participate in the *firm's* business or professional activities by way of employment, consultancy or other contractual arrangement, or in any other way.

- 2.39 *Firms* shall establish policies and procedures that require in relation to any *entity relevant to an engagement* in which an individual is, or was at any time over the previous year (two years in the case of a partner), directly involved:

(a) for all such *engagements*:

- (i) senior members of the *engagement team* to notify the *firm* of any situation involving their potential employment with any such entity; and

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<sup>29</sup> For the purposes of this Ethical Standard 'a short period of time' is considered to be no longer than 12 months.

- (ii) other members of the *engagement team* to notify the *firm* of any situation involving their probable employment with any such entity; and
  - (iii) all partners in the *firm* to notify the *firm* of any situation involving their potential employment with any such entity; and
  - (iv) any other employee of the *firm* and any other natural person whose services are placed at the disposal of or under the control of the *firm*, where such employee or other person is personally approved as a *statutory auditor* under relevant legislation, to notify the *firm* of any situation involving their probable employment with any such entity;
- (b) anyone who has given such notice to be removed from the *engagement team*; and
  - (c) a review of the *engagement* work performed by any resigning or former *engagement team* member in the current and, where appropriate, the most recent *engagement*.

2.40 Integrity, objectivity and independence may be threatened where a director, officer or employee of any *entity relevant to an engagement* who is in a position to exert direct and significant influence over the preparation of the financial statements or other *subject matter information* or *subject matter* of an *engagement*, has recently been a partner in the *firm*, a member of the *engagement team* or another employee or person whose services are at the disposal or under the control of the *firm*, where such employee or person is a *statutory auditor*. Such circumstances may create self-interest, familiarity and intimidation threats, particularly when significant connections remain between the individual and the *firm*. Similarly, integrity or objectivity may be threatened, and independence compromised when an individual knows, or has reason to believe, that they will or may be joining the entity at some time in the future.

2.41 Where a partner in the *firm* or a member of an *engagement team* for an *entity relevant to an engagement* or another person who is personally approved as a *statutory auditor* as described in paragraph 2.40 has left the *firm* and taken up employment with such an entity, the significance of the self-interest, familiarity and intimidation threats is assessed and normally depends on such factors as:

- the position that individual had in the *engagement team* or *firm*;
- the position that individual has taken at the entity;
- the amount of involvement that individual will have with the *engagement team* (especially where it includes former colleagues with whom they worked);
- the length of time since that individual was a member of the *engagement team* or employed by the *firm*.

Following the assessment of any such threats, appropriate safeguards are applied where necessary to reduce such threats to a level where the independence of the firm or covered persons would not be compromised.

2.42 Any review of *engagement* work is performed by a more senior *engagement* professional. If the individual joining the entity is a partner, the review is performed by a partner who is not involved in the *engagement*. Where, due to its size, the *firm* does not have a partner who was not involved in the *engagement*, it seeks either a review by another *firm* or advice from its professional body.

**2.43** As required by legislation<sup>30</sup>, a natural person appointed as a *statutory auditor* or *key audit partner* for an entity subject to a *statutory audit* shall not take up:

- (a) any *key management position*;
- (b) membership of the entity's audit committee, or of any body performing equivalent functions to an audit committee in relation to the entity;
- (c) any other position as director of the entity or, where the entity's affairs are managed by a management body or other committee, membership of that management body or committee;

before the end of:

- (a) in the case of a *public interest entity*, two years; and
- (b) in any other case, one year;

beginning with the day on which the person ceased to be the entity's *statutory auditor* or *key audit partner* in connection with the *statutory audit* of the entity.

2.44 The requirements set out in paragraph 2.43 above reflect legal restrictions imposed on particular individuals who may wish to join an entity subject to a *statutory audit*. Should a partner or other *covered person* join an *entity relevant to an engagement*, threats to integrity, objectivity and independence may arise that a *firm* will need to address. Such threats may also exist where a former partner or other *covered person* is employed by an entity that the *firm* is considering accepting an *engagement* for.

**2.45** Where a partner<sup>31</sup>, or another person (including a person whose services are at the disposal or under the control of the *firm*) who is personally approved as a *statutory auditor* as described in paragraph 2.40, is appointed as a director, a member of the audit committee or body performing equivalent functions, or to a *key management position* with an *entity relevant to an engagement*, having previously been a *covered person*:

- (a) in the case of a partner, at any time during the two years prior to such appointment; or
- (b) in the case of another person, at any time during the year prior to such appointment;

the *firm* shall resign from the *engagement* where possible under applicable law or regulation<sup>32</sup> and not accept an other *engagement* for the entity until:

- (i) in the case of a partner, a two-year period; or
- (ii) in the case of another person, a one-year period;

commencing when the person ceased to be a *covered person*, or until the person ceases employment with the entity, whichever is the sooner.

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<sup>30</sup> SI 2016/649 The Statutory Auditors and Third Country Auditors Regulations 2016, Schedule 1, paragraph 7.

<sup>31</sup> 'Partner' includes any individual with authority to bind the *firm* with respect to the performance of a professional services engagement.

<sup>32</sup> The timing of the *audit firm's* resignation as auditor is determined in accordance with paragraph 1.50 of this Ethical Standard.

- 2.46 In the circumstances covered by paragraph 2.45, where the responsibility for the *engagement* is assigned by legislation or regulation and the auditor cannot resign from the *engagement* (e.g. for certain public sector bodies) the *firm* shall apply alternative safeguards to reduce threats to integrity or objectivity to a level where independence would not be compromised.
- 2.47 Where a person who is either a partner or another person (including a person whose services are at the disposal or under the control of the *firm*) who is personally approved as a *statutory auditor* as described in paragraph 2.40 (other than someone covered by paragraph 2.44) or was a former member of an *engagement team*, joins the entity as a director, a member of the audit committee or body performing equivalent functions, or in a *key management position*, within two years of ceasing to be a *covered person* for the entity, the *firm* shall ensure that no significant connections remain between the *firm* and the individual and consider whether the composition of the *engagement team* is appropriate (paragraph 2.41 also applies in the case of a former partner).
- 2.48 The *firm* evaluates the appropriateness of the composition of the *engagement team* using the factors listed in paragraph 2.41 and alters or strengthens the *engagement team* to address any threat to the integrity, objectivity or independence of the *firm* or *covered persons* that may be identified.
- 2.49 If a former partner of the *firm*, or another person personally approved as a *statutory auditor* as described in paragraph 2.40 formerly employed by or otherwise at the disposal of or under the control of the *firm*, has joined an entity as a director, a member of the audit committee or body performing equivalent functions, or in a *key management position*, the *firm* shall not accept an *engagement* for the entity where the person had, prior to leaving the *firm* and:
- (a) in the case of a partner, within two years before acceptance of the *engagement*; or
  - (b) in the case of another person, within one year before acceptance of the *engagement*;
- been a *covered person* for any *engagement* involving any partner of the *firm* who would be a member of the *engagement team*, or would be the *engagement quality control reviewer*, for the *engagement* were it to be accepted.
- 2.50 Where a former partner, or person (including a person whose services are at the disposal or under the control of the *firm*) personally approved as a *statutory auditor* as described in paragraph 2.41, left, or ceased to be at the disposal or under the control of, the *firm* earlier than the beginning of the periods specified in paragraph 2.49(a) or (b), the *firm* shall evaluate the significance of any threats to integrity or objectivity and whether independence would be compromised before accepting such an *engagement* for the entity. The *firm* shall not accept the *engagement* unless any threats identified can be reduced to a level where independence would not be compromised.



## Family Members Employed by an Entity Relevant to an Engagement

- 2.51 Where a *covered person*, or any partner in the *firm*, becomes aware that a *person closely associated* with them, or a *close family* member, is employed by an *entity relevant to the engagement* and that person is in a position to exercise influence on the accounting records or financial statements or other *subject matter information* or *subject matter* of such an *engagement*, that *covered person* or that partner shall either:
- (a) in the case of a *person closely associated* with them being employed by the entity in such a position, be excluded from any role in which they would be a *covered person*; or
  - (b) in the case of a *close family* member of a *covered person* or any *close family* member of any partner in the *firm*, report the matter to the *engagement partner* to take appropriate action. If it is a *close family* member of the *engagement partner* or if the *engagement partner* is in doubt as to the action to be taken, the *engagement partner* shall resolve the matter in consultation with the *Ethics Partner/Function*.

## Governance Role with an Entity Relevant to an Engagement

- 2.52 Paragraphs 2.53 to 2.55 are supplementary to certain statutory or regulatory provisions that prohibit directors of entities from being appointed as their auditor.<sup>33</sup>
- 2.53 The *firm* or a partner or member of *staff* of the *firm* shall not accept appointment or perform a role:
- (a) as an officer<sup>34</sup> or member of the board of directors of an *entity relevant to an engagement* of the *firm*;
  - (b) as a member of any subcommittee of that board; or
  - (c) in such a position in an entity which holds directly or indirectly more than 20% of the voting rights in the *entity relevant to an engagement*, or in an entity in which the *entity relevant to such an engagement* holds directly or indirectly more than 20% of the voting rights.
- 2.54 Where a *covered person* becomes aware that a *person closely associated* with them, or a *close family* member, holds a position described in paragraph 2.53, the *firm* shall take appropriate steps to ensure that the relevant person is excluded from any role in which they would be a *covered person*.
- 2.55 Where a partner or member of *staff* of the *firm*, who is not a *covered person*, becomes aware that a *person closely associated* with them, or a *close family* member, holds a position described in paragraph 2.53, that individual shall report that fact to the *engagement partner*. The *engagement partner* shall evaluate whether the relationship would compromise independence, with reference to the perspective of an Objective, Reasonable and Informed Third Party. If the *engagement partner* concludes that independence may be compromised, they shall consult with the *Ethics*

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<sup>33</sup> For example, in the case of limited companies and certain other organisations, section 1214 of the Companies Act 2006 contains detailed provisions.

<sup>34</sup> As defined in Section 1173 of the Companies Act 2006 as including a director, manager or secretary.

**Partner/Function to determine whether appropriate safeguards exist. If no such safeguards exist, the *firm* shall withdraw from the *engagement*.**

### **Employment with the Firm**

2.56 Integrity and objectivity may be threatened and independence compromised where a former director or employee of an *entity relevant to an engagement* of the *firm* becomes a member of the *engagement team* or a *covered person*. Self-interest, self-review and familiarity threats may be created where a member of the *engagement team* has to report on, for example, financial statements which they prepared, or other information for which they had responsibility, while with the entity.

**2.57 Where a former director or a former employee of an *entity relevant to an engagement*, who was in a position to exert significant influence over the preparation of the financial statements or other *subject matter information* or *subject matter* of such an *engagement*, joins the *firm*, that individual shall be excluded from any role in which they would be a *covered person* relevant to that entity or its *affiliates* for a period of two years following the date of leaving the entity.**

2.58 Recusal from responsibilities of any particular role with respect to influencing particular matters cannot remove the individual from being in a position to do so. In certain circumstances, a longer period of exclusion from being a *covered person* may be appropriate. For example, threats to integrity, objectivity and independence may exist in relation to an *engagement* for any period where the financial statements or other *subject matter information* or other *subject matter* of such an *engagement*, are materially affected by the work of that person whilst occupying their former position of influence with the entity. The significance of these threats depends on factors such as:

- the position the individual held with the entity;
- the length of time since the individual left the entity;
- the position the individual holds in the *engagement team* or the *firm*.

### **Family and Other Personal Relationships**

2.59 A relationship between a *covered person* and a party other than those referred to elsewhere in this Section does not generally affect the consideration of integrity and objectivity and the evaluation of whether independence is compromised. However, if it is a relationship with a family member, who has a financial, business or employment relationship with any *entity relevant to the engagement*, then this may create self-interest, familiarity or intimidation threats to integrity and objectivity and may impair independence. The significance of any such threats depends on such factors as:

- the relevant person's involvement in the *engagement*;
- the nature of the relationship between the relevant person and their family member;
- the family member's relationship with the entity.

2.60 A distinction is made between relationships with "*persons closely associated*" (which include *immediate family* members – a spouse or equivalent and

dependents), and other *close family* relationships (which comprise any other parents, non-dependent children and siblings who are not '*persons closely associated*'). While an individual can usually be presumed to be aware of matters concerning *persons closely associated* with them and to be able to influence their behaviour, it is generally recognised that the same levels of knowledge and influence do not exist in the case of *close family* members.

2.61 When considering family relationships, the concept of what constitutes a family is evolving and relationships between individuals which have no status formally recognised by law may be considered as significant as those which do. It may be appropriate to regard such, particularly those that would be considered close personal relationships, as if they are family relationships.

**2.62 The *firm* shall establish policies and procedures that require:**

- (a) **partners and professional *staff* members to report to the *firm* any *persons closely associated* with them, any *close family*, and other personal relationships, where any of those persons is involved with an *entity relevant to an engagement of the firm*, where the partner or professional *staff* member considers that the relationship might create a threat to integrity or objectivity or may compromise independence;**
- (b) **the relevant *engagement partners* to be notified promptly of any information reported by partners and other professional *staff* members as required by paragraph (a).**

**2.63 The *engagement partner* shall:**

- (a) **assess the threats to integrity and objectivity and evaluate whether independence would be compromised, on the basis of the information reported to the *firm* by partners and other professional *staff* members as required by paragraph 2.62;**
- (b) **apply appropriate safeguards to eliminate any threats or to reduce them to a level where independence would not be compromised; and**
- (c) **where there are unresolved matters or the need for clarification, consult with the *Ethics Partner/Function*.**

2.64 Where such matters are identified or reported, the *engagement partner* or the *Ethics Partner/Function* assesses the information available and the potential for there to be a threat to integrity or objectivity and for independence to be compromised, treating any personal relationship as if it were a family relationship.

### **External Consultants Involved in an Engagement**

2.65 *Firms* may employ external consultants as experts as part of their *engagement*, for example, in an *audit engagement*, in order to obtain sufficient appropriate audit evidence regarding certain financial statement assertions.<sup>35</sup> There may be threats to an expert's integrity or objectivity and their independence may be compromised if the expert is related to any *entity relevant to the engagement*, for example by being financially dependent upon or having an investment in, the entity.

**2.66 The *engagement partner* shall be satisfied that any external consultant involved in the *engagement* will act with integrity and objectivity with**

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<sup>35</sup> ISA (UK) 620 (Revised November 2019) 'Using the Work of an Auditor's Expert' requires that the auditor shall evaluate whether the expert has the necessary objectivity.

**respect to the *engagement* and shall document the rationale for that conclusion.**

2.67 The *engagement partner* obtains information from the external consultant as to the existence of any connections that they have with the entity including:

- financial interests;
- business relationships;
- employment (past, present and future);
- family and other personal relationships.

## Section 3 – Long Association with Engagements and with Entities Relevant to Engagements

### General Requirements

3.1 Where partners and *staff* in senior positions have a long association or extensive and/ or regular involvement with *an entity relevant to the engagement*, the *firm* shall assess the threats to integrity, objectivity and independence of the *firm* and *covered persons* and shall:

- apply safeguards to reduce the threats to a level where independence would not be compromised; and
- disclose the *engagements* previously undertaken by the firm for an *entity relevant to the engagement* to those charged with governance and, where applicable, any other persons or entities the firm is instructed to advise.

Where appropriate safeguards cannot be applied, the *firm* shall not accept the *engagement*, shall resign from the *engagement* or not stand for reappointment, as appropriate. Where the responsibility for the *engagement* is assigned by legislation or regulation and the firm cannot resign from the engagement (e.g. in the case of certain public sector bodies) the *firm* shall apply alternative safeguards.

3.2 The *firm* shall establish policies and procedures to monitor the length of time and extent of involvement that partners and *staff* in senior positions, including those from other disciplines, serve as members of the *engagement team(s)* for recurring *engagements* for particular entities.

3.3 Where partners and *staff* in senior positions have a long association or extensive involvement with an *entity relevant to the engagement*, self-interest, self-review and familiarity threats to the integrity or objectivity of any person performing the *engagement* may arise. Similarly, such circumstances may impair, and could compromise, independence. The significance of such threats depends upon factors such as:

- the role of the individual in the *engagement team(s)*;
- the relationships established with relevant management and those charged with governance;
- the proportion of time that the entity contributes to the individual's annual billable hours;
- the length of time that the individual has been associated with an entity relevant to the engagement;
- whether the individual is employed exclusively or principally on an engagement that extends for a significant period of time;
- whether the individual is remunerated on the basis of the performance of a part of the firm which is substantially dependent on fees from that entity.

3.4 In order to address threats that are identified, *firms* apply safeguards. Appropriate safeguards may include:

- appointing a partner who has no previous involvement with the entity as the *engagement partner*;

- removing ('rotating') the partners and the other senior members of the *engagement team* after a pre-determined number of years;
  - involving an additional partner, who is not and has not recently been a member of the *engagement team*, to review the work done by the partners and the other senior members of the *engagement team* and to advise as necessary;
  - arranging an engagement quality review of the *engagement* in question.
- 3.5 Where applicable, once an *engagement partner* has held this role for a continuous period of ten years, careful consideration is given as to whether it is probable that an objective, reasonable and informed third party would conclude the integrity, objectivity or independence of the *firm* or *covered persons* are compromised. Where that individual is not rotated after ten years, it is important that:
- (a) safeguards, such as those noted in paragraph 3.4, are applied; and
  - (b) the reasoning as to why the individual continues to participate in the *engagement* is documented, and the facts are communicated to those charged with governance of the entity in accordance with paragraphs 1.58 – 1.66 of this Ethical Standard.
- 3.6 The *firm's* policies and procedures set out whether there are circumstances in which the *engagement partners*, engagement quality reviewers and other key partners involved in recurring engagements for non-listed entities that are not public interest entities are subject to accelerated rotation requirements, such as those set out in paragraph 3.10, as described in paragraph 1.53 of this Ethical Standard.
- 3.7 Any scheme of rotation of partners and other senior members of the *engagement team* needs to take into account the factors which affect the quality of the *engagement* work, including the experience and continuity of the *engagement team* and the need to ensure appropriate succession planning.

## Public Interest Entities and Other Listed Entities

### Audit Firm Rotation

- 3.8 **The requirements for audit *firm* rotation, are set out in legislation<sup>36</sup>. The *firm* shall ensure that it does not accept or continue an *audit engagement* that would breach those requirements.**

### Key Audit Partners and Engagement Partners

- 3.9 **Save where the circumstances in paragraphs 3.13 and 3.14 apply, the *key audit partners*<sup>37</sup> responsible for carrying out a *statutory audit* of a *public interest entity* shall cease their participation in the *statutory audit* of the *audited entity* not later than five years from the date of their appointment. They shall not participate again in the *statutory audit* of the *audited entity* before five years have elapsed following that cessation. This includes time spent participating in an engagement, where an audit engagement has moved between firms.**

<sup>36</sup> Sections 491 and 491A of the Companies Act 2006.

<sup>37</sup> For an audit, the *engagement partner* is a *key audit partner*.

- 3.10** In the case of *public interest entities* and other *listed entities*, save where the circumstances contemplated in paragraph 3.13 and 3.14 apply, the *firm* shall establish policies and procedures to ensure in respect of a recurring *engagement* that:
- (a) no one shall act as *engagement partner* for more than five years, this includes time spent participating in an engagement, where an audit engagement has moved between firms; and
  - (b) anyone who has acted as the engagement partner for a particular entity for a period of five years, shall not subsequently participate in the engagement until a further period of five years has elapsed; and
  - (c) on completing their time in that role, the engagement partner, shall not continue to have significant or frequent interaction with senior management or with those charged with governance of the entity they have previously audited until the cooling off period has elapsed; and
  - (d) once ceasing to be *Engagement Partner*, after completing the maximum allowed period, that partner shall not act as *Engagement Quality Reviewer* for the *engagement* until a period of five years has elapsed.
- 3.11 The roles that constitute participating in an *engagement* for the purposes of paragraph 3.10(b), include providing quality control for the *engagement*, advising or consulting with the *engagement team* or the entity regarding technical or industry specific issues, transactions or events, or otherwise directly influencing the conduct or outcome of the *engagement*. This does not include responding to queries in relation to any completed *engagement*. This is not intended to preclude partners whose primary responsibility within a *firm* is to be consulted on technical or industry specific issues from providing such consultation to the *engagement team* or entity after a period of two years has elapsed from their ceasing to act as *engagement partner*, provided that such consultation is in respect of new issues or new types of transactions or events that were not previously required to be considered by that individual in the course of acting as *engagement partner*.
- 3.12 Where an *engagement partner* or other *key audit partner* continues in a non-engagement role having been rotated off the *engagement team*, the new *engagement partner* and the individual concerned ensure that that person, while acting in this new role, does not exert any influence on the *engagement*. Positions in which an individual is responsible for the *firm's* relationship with the particular entity would not be an acceptable non-engagement role.
- 3.13 When an entity becomes a *public interest entity* or an other *listed entity*, the length of time the *engagement partner* has served the entity in that capacity is taken into account in calculating the period before the *engagement partner* is rotated off the *engagement team*. However, where the *engagement partner* has already served for four or more years, that individual may continue to serve as the *engagement partner* for not more than two years after the entity becomes such a *public interest entity* or an other *listed entity*.

3.14 In circumstances where the audit committee (or equivalent) of an entity that is a *public interest entity* or an other *listed entity* decide that a degree of flexibility over the timing of rotation is necessary to safeguard the quality of the *engagement* and the *firm* agrees, the *engagement partner* may continue in this position for an additional period of up to two years, so that no longer than seven years in total is spent in the position of *engagement partner*. An audit committee and the *firm* may consider that such flexibility safeguards the quality of the *engagement*, for example, where:

- substantial change has recently been made or will soon be made to the nature or structure of the entity's business; or
- there are unexpected changes in the senior management of the entity; or
- the *firm*, having taken all reasonable succession planning steps, has no other partners with the necessary knowledge and experience who are able to take over as *engagement partner*.

In these circumstances alternative safeguards are applied to reduce any threats to a level where it is not probable that an objective, reasonable and informed third party would conclude the integrity, objectivity or independence of the *firm* or *covered persons* are compromised. Such safeguards may include ensuring that an expanded review of the *engagement* work is undertaken by the *engagement quality reviewer* or a partner with relevant expertise, who is not involved in the *engagement*.

If an *engagement partner* rotates off an engagement after five years, then the option to extend for an additional period of two years is no longer available.

3.15 For an *audit engagement*, where it has been determined that the *engagement partner* may act for a further period (not to exceed two years) in the interests of audit quality, this fact and the reasons for it, are to be disclosed to the *audited entity's* shareholders. If the *audited entity* will not make such a disclosure, the *audit firm* does not permit the *engagement partner* to continue in this role.

3.16 In the case of joint or shared audit arrangements for *public interest entities* and for other *listed entities*, *audit firms* will make arrangements for changes of *engagement partners* over a five-year period so that the familiarity threat is avoided, whilst also taking into consideration factors that affect the quality of the audit work.

### **Engagement Quality Reviewers and Other Key Partners Involved in the Engagement**

3.17 For an audit of a *public interest entity*, the *audit firm* shall establish an appropriate gradual rotation mechanism with regard to the most senior personnel involved in the statutory audit, including at least the persons who are registered as *statutory auditors*. The gradual rotation mechanism shall be applied in phases on the basis of individuals rather than of the entire engagement team. It shall be proportionate in view of the scale and the complexity of the activity of the *audit firm*.



3.18 For an audit of a *public interest entity*, the *audit firm* shall be able to demonstrate to the competent authority<sup>38</sup> that such mechanism is effectively applied and adapted to the scale and the complexity of the activity of the *audit firm*.

3.19 In the case of *public interest entities* and other *listed entities*, the *firm* shall establish policies and procedures to ensure in respect of a recurring *engagement* that:

- (a) no one shall act as the *engagement quality reviewer* or a *key partner involved in the engagement* for a period longer than seven years;
- (b) where an *engagement quality reviewer* or a *key partner involved in the engagement* becomes the *engagement partner*, the combined period of service in these positions shall not exceed seven years; and
- (c) anyone who has acted:
  - (i) as an *engagement quality reviewer* for a particular entity for a period of seven years, whether continuously or in aggregate, shall not participate in the *engagement* until a further period of five years has elapsed;
  - (ii) as a *key partner involved in the engagement* for a particular entity for a period of seven years, whether continuously or in aggregate, shall not participate in the *engagement* until a further period of two years has elapsed;
  - (iii) in a combination of roles as:
    - the *engagement quality reviewer*,
    - a *key partner involved in the engagement*, or
    - the *engagement partner*

for a particular entity for a period of seven years, whether continuously or in aggregate, shall not participate in the *engagement* until a further period of five years has elapsed.

The policies and procedures established by the *firm* shall include, in the application of the requirements in sub paragraphs (a) to (c)(iii), any time spent participating in an *engagement* where an *audit engagement* has moved between firms.

#### Other Partners and Staff Involved in the Engagement in Senior Positions

3.20 In the case of *public interest entities* and other *listed entities*, the *engagement partner* shall review the safeguards put in place to address the threats to the objectivity and independence of the person or persons conducting the *engagement* arising where partners and *staff* have been involved in the *engagement*, or been responsible for the relationship between the audit firm and the entity, including periods prior to the firm's appointment as auditor, in senior positions for a continuous period longer than seven years and shall discuss those situations with the Ethics Function / Partner.

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<sup>38</sup> The competent authority for this purpose is the Financial Reporting Council.

3.21 The significance of the threats arising where partners and *staff* have been involved in the *engagement* in senior positions for a continuous period longer than seven years will depend on:

- the total period of time that the individual has been involved in the *engagement*;
- changes in the nature of the work and the role performed by the individual during that period; and

the portion of time the individual has spent on any engagements with the entity during that period.

3.22 Following the assessment of any such threats, appropriate safeguards are applied where necessary. Safeguards that address these threats might include:

- changes in the roles within the *engagement team*;
- an additional review of the work done by the individual by the *engagement partner* or other partners in the *engagement team*;
- additional procedures carried out as part of the engagement quality control review.

If such safeguards do not reduce the threats to a level where independence is not compromised, the partner or member of *staff* is removed from the *engagement team*.

#### Rotation periods for audit partners, EQCR's and other senior staff

Maximum period of rotation	Engagement Partner (EP) <sup>39</sup>	Key Audit Partner (KAP)	Key Partner Involved in the Engagement (KPIE)	Engagement Quality Reviewer (EQR)	Other partners and staff in senior positions
Applicable to					
<b>Public Interest Entity (PIE)</b>	5 <sup>40</sup> on/ 5 off	5 on/ 5 off	7 on/ 2 off <sup>41</sup>	7 on/ 5 off	Apply threats and safeguards approach, for staff who have been involved in the engagement for more than 7 years.
<b>Other Listed</b>	5 <sup>40</sup> on/ 5 off	N/A	7 on/ 2 off	7 on/ 5 off	
<b>Non-PIE/Listed</b>	Apply threats and safeguards approach, specific steps to be taken at 10 years.	N/A	Apply threats and safeguards approach, specific steps to be taken at 10 years.	Apply threats and safeguards approach, specific steps to be taken at 10 years.	Apply threats and safeguards approach.

<sup>39</sup> For an audit, an engagement partner is a key audit partner.

<sup>40</sup> With the agreement of the audit committee, this can be extended where there is good reason (e.g. to maintain audit quality) to no more than 7 years.

<sup>41</sup> Except where an individual has held a combination of roles, in which case it is 7 years on and then 5 off.

- 3.23 Where there are significant gaps in service, for instance, caused by a period of maternity or paternity leave, a sabbatical or long-term sickness absence, and the role is taken on by another person the *firm* should exclude this period for the purposes of calculating applicable rotation periods. Any periods excluded should be long-term in nature and should not comprise multiple smaller blocks of time aggregated together. If the person in substance retains their role then that period of absence should not be excluded for the purposes of calculating the rotation period.

## Section 4 – Fees, Remuneration and Evaluation Policies, Gifts and Hospitality, Litigation

### Fees

- 4.1 The *engagement partner* shall be satisfied and able to demonstrate that the *engagement* has assigned to it sufficient partners and *staff* with appropriate time and skill to perform the *engagement* in accordance with all applicable Engagement and Ethical Standards, irrespective of the *engagement* fee to be charged.
- 4.2 Paragraph 4.1 is intended to emphasise that there are no circumstances where the amount of the *engagement* fee can justify any lack of appropriate resource or time taken to perform a proper *engagement* in accordance with applicable Engagement and Ethical Standards. **However, where an *engagement partner* agrees a fee for an engagement that an objective, reasonable and informed third party would conclude that it is probable that the independence of the auditor would be compromised as a result, the *engagement partner* shall report the safeguards applied to ensure the delivery of a fully compliant audit to those charged with governance in accordance with paragraph 1.66 of this Ethical Standard.**
- 4.3 Fees for *engagements* shall not be influenced or determined by the provision of *non-audit / additional services* to an *entity relevant to the engagement*.
- 4.4 The *engagement* fee ordinarily reflects the time spent, the skills and experience of the personnel performing the *engagement* in accordance with all the relevant requirements, and the competitive situation in the market. Paragraph 4.3 is intended to prevent any relationship between the appropriate cost of the *engagement* and the actual or potential provision of *non-audit / additional services*.
- 4.5 Fees for the provision of *engagements*, *non-audit* and *audit-related services* to an *entity relevant to an engagement*, shall not be *contingent fees*.
- 4.6 A *contingent fee* includes any arrangement made at the outset of an *engagement* under which a specified commission on or percentage of any consideration or saving is payable to the *firm* upon the happening of a specified event or the achievement of an outcome (or alternative outcomes). Differential hourly fee rates, or arrangements under which the fee payable will be negotiated after the completion of the *engagement*, or amended to cover changes to work, risk or responsibility identified as necessary during the *engagement*, and which do not change the outcome of the *engagement* do not constitute contingent fee arrangements. A reduced fee payable where an engagement is ended also does not constitute a contingent fee arrangement.
- 4.7 The fee for an *engagement* does not depend on whether the *firm's* report on the financial statements, or on *subject matter information* or other *subject matter* of such an *engagement*, is qualified or unqualified. The basis for the calculation of the fee is agreed with the entity before significant *engagement* work is undertaken and ordinarily reflects the time spent and the skills and experience of the personnel performing the *engagement* in accordance with all the relevant requirements. Arrangements under which estimated fees are agreed with the

entity on terms where the fees may be varied based on the level of *engagement* work required do not constitute contingent fee arrangements.

- 4.8 The *firm* and any of its network firms shall not provide any *non-audit / additional services*, to or in respect of an *entity relevant to an engagement*, wholly or partly on a *contingent fee basis*.** Providing non-audit/ additional services on a contingent fee basis, can give rise to a perception that the *firm's* interests are so closely aligned with the entity that the integrity, objectivity and independence of the *firm* and *covered persons* could be, or seen to be compromised.
- 4.9 Where fees for professional services, including any audit fees from an entity are overdue and the amount cannot be regarded as trivial, the *engagement partner*, in consultation with the *Ethics Partner/Function*, shall consider whether the *firm* can accept or continue an *engagement* for the entity or whether it is necessary to resign.**
- 4.10 Where the outstanding fees are in dispute and the amount involved is significant, the threats to the integrity and objectivity of the *firm* and *covered persons* may be such that they cannot be reduced to a level where independence would not be compromised. The *engagement partner* therefore considers whether the *firm* can continue with the *engagement*.
- 4.11 Where the outstanding fees are unpaid because of exceptional circumstances (including financial distress), the *engagement partner* considers whether the entity will be able to resolve its difficulties. In deciding what action to take, the *engagement partner* weighs the threats to the integrity, objectivity and independence of the *firm* and *covered persons*, if the *firm* were to remain appointed to provide the *engagement*, against the difficulties the entity would be likely to face in finding a successor, and therefore the public interest considerations, if the *firm* were to resign or withdraw from the *engagement*.
- 4.12 In any case where the *firm* does not resign from the *engagement*, the *engagement partner* applies appropriate safeguards (such as a review by a partner with relevant expertise who is not involved in the *engagement*) and notifies the *Ethics Partner* of the facts concerning the overdue fees.
- 4.13 When the *audit firm*, or a member of its network, provides to a *public interest entity* that it audits, its parent undertaking or its controlled undertakings, non-audit services other than those referred to in Regulation 80 of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177):**
- (a) the total fees for such services provided to the audited entity and its controlled undertakings shall be limited to no more than 70% of the average of the fees paid in the last three consecutive financial years for the audit(s) of the audited entity and of its controlled undertakings and of the consolidated financial statements of that group of undertakings; and**
  - (b) the total fees for such services provided by the *audit firm* shall be limited to no more than 70% of the average of the fees paid to the *audit firm* in the last three consecutive financial years for the audit(s) of the audited entity and, where applicable, of its parent undertaking, of its controlled undertakings and of the consolidated financial statements of that group of undertakings.**

- 4.14 For the purposes of the limits specified in paragraph 4.13 with respect to the audit of a *public interest entity*, non-audit services, other than those referred to in Regulation 80 of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177), required by national legislation shall be excluded.
- 4.15 Upon a request by the *audit firm*, on an exceptional basis, the competent authority<sup>42</sup> may allow that *audit firm* to be exempt from the requirements in paragraph 4.13 in respect of an *audited entity* that is a *public interest entity* for a period not exceeding two financial years.
- 4.16 In the case of *public interest entities* and of other *listed entities*, where:
- (a) the fees charged by the *firm* and members of its *network* in aggregate:  
or
  - (b) the fees charged by the *firm* or by any member of its *network* whose work is used in the conduct of the *engagement*;
- for *non-audit / additional services*, and for services provided to *connected parties* that may bear on independence, for a financial year are expected to be greater than the aggregate (or the individual firm's) annual fees for the *engagement*, the *engagement partner* shall provide details of the circumstances to the *Ethics Partner/Function* and discuss them with them. The *engagement partner* shall determine whether the threats to independence of the *firm* or any such member of its *network* are at a level where independence is not compromised or, if necessary, put in place appropriate safeguards such that independence is not compromised, which may include the *firm* or member of its *network* not providing the *non-audit / additional service*.
- 4.17 Where the firm and/or members of its network provide services to a group, the requirement in paragraph 4.16 shall apply on a group basis for all services provided by the firm and its network firms to all entities in the group and to their connected parties.
- 4.18 Where substantial fees are regularly generated from the provision of *non-audit / additional services* and the fees for *non-audit / additional services* are greater than the annual fees for recurring *engagements* for an entity, the *engagement partner* has regard to the possibility that there may be perceived to be a loss of independence resulting from the expected or actual level of fees for *non-audit / additional services*. The *engagement partner* determines whether there is any risk that there will be an actual loss of integrity, objectivity or independence by the *firm* or *covered persons*. In making that assessment, the *engagement partner* considers matters such as whether the *non-audit / additional services* were:
- audit related services;
  - consistent with the services undertaken and fees received on a consistent basis in previous years;
  - in the case of a group, disproportionate in relation to any individual group entity;
  - unusual in size but unlikely to recur; and/or

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<sup>42</sup> The competent authority for this purpose is the Financial Reporting Council.

- of such a size and nature that an objective, reasonable and informed third party would be concerned at the effect that such services would have on the integrity, objectivity and independence of the *firm* or *covered persons*.

Having made that assessment, the *engagement partner* determines whether the threats to independence from the level of fees for *non-audit / additional services* are at a level where independence is not compromised (or can be reduced to such a level by putting in place appropriate safeguards) and appropriately informs the audit committee or those charged with governance of the position on a timely basis in accordance with paragraphs 1.58 and 1.62 of this Ethical Standard.

- 4.19 Discussing the level of fees for *non-audit / additional services* with the *Ethics Partner/Function* ensures that appropriate attention is paid to the issue by the *firm*. The *firm's* policies and procedures will set out whether there are circumstances in which the *engagement partner* responsible for the *engagement* discusses the level of *non-audit / additional service* fees with the *Ethics Partner/Function* for non-listed entities, that are not *public interest entities*.
- 4.20 Paragraphs 4.21 to 4.32 below do not apply to *engagements* of entities where the responsibility for the *engagement* is assigned by legislation and the *firm* cannot resign from the *engagement*, irrespective of considerations of economic dependence (e.g. for certain public sector bodies).
- 4.21 Where it is expected that the total fees for services receivable from a *public interest entity* or other *listed entity* and its subsidiaries, or a collection of entities with the same beneficial owner or controlling party (which is not a corporate holding entity) relevant to a recurring *engagement* by the *firm*<sup>43</sup> will regularly exceed 10% of the annual fee income of the *firm*<sup>44</sup> or, where profits are not shared on a *firm-wide* basis, of the part of the *firm* by reference to which the *engagement partner's* profit share is calculated, the *firm* shall not act as the provider of the *engagement* for that entity and shall either resign or not stand for reappointment, as appropriate.**
- 4.22 Where it is expected that the total fees for services receivable from a non-listed entity that is not a *public interest entity* and its subsidiaries, or a collection of entities with the same beneficial owner or controlling party (which is not a corporate holding entity) relevant to a recurring *engagement* by the *firm* will regularly exceed 15% of the annual fee income of the *firm* or, where profits are not shared on a *firm-wide* basis, of the part of the *firm* by reference to which the *engagement partner's* profit share is calculated, the *firm* shall not act as the provider of the *engagement* for that entity and shall either resign or not stand for reappointment, as appropriate.**
- 4.23 Where it is expected that the total fees for services receivable from an entity and its subsidiaries relevant to a recurring *engagement* by the *firm* will regularly exceed 10%, in the case of *public interest entities* or other *listed entities*, and 15%, in the case of non-listed entities that are not *public interest entities*, of the annual fee income of the part of the *firm* by reference to which the *engagement partner's* profit share is calculated, it may be possible to assign the *engagement* to another part of the *firm*.

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<sup>43</sup> Total fees will include those billed by others where the *firm* is entitled to the fees, but will not include fees billed by the *firm* where it is acting as agent for another party.

<sup>44</sup> In the case of a sole practitioner, annual fee income of the *firm* includes all earned income received by the individual.

- 4.24 Paragraphs 4.21 and 4.22 are not intended to require the *firm* to resign as provider of a recurring *engagement*, or not stand for reappointment, as a result of an individual event or *engagement*, the nature or size of which was unpredictable and where an objective, reasonable and informed third party would regard ceasing to act as detrimental to the shareholders (or equivalent) of the entity or otherwise contrary to the public interest. However, in such circumstances, the *engagement partner* discloses full details of the position to the *Ethics Partner/Function* and to those charged with governance of the entity and discusses with both the threats to the integrity, objectivity and independence of the *firm* and *covered persons* and the safeguards applied to eliminate or reduce those threats to a level where independence would not be compromised.
- 4.25 Where it is expected that the total fees for services receivable from a *public interest entity* or other *listed entity* and its subsidiaries, or a collection of entities with the same beneficial owner or controlling party (which is not a corporate holding entity) relevant to a recurring *engagement* by the *firm* will regularly exceed 5% of the annual fee income of the *firm* or the part of the *firm* by reference to which the *engagement partner's* profit share is calculated, but will not regularly exceed 10%, the *engagement partner* shall disclose that expectation to the *Ethics Partner/Function* and to those charged with governance of the entity, including the audit committee where there is one, and discusses with both the threat to integrity, objectivity and independence of the *firm* and *covered persons* and whether safeguards need to be applied to eliminate or reduce the threat to a level where independence would not be compromised.**
- 4.26 It is fundamental to the integrity and objectivity of the *firm* and *covered persons* that they be willing and able, if necessary, to disagree with the directors and management, regardless of the consequences to the *firm's* own position. Where the *firm* is, to any significant extent, economically dependent on the entity, this may inhibit the willingness or constrain the *firm's* ability to express a qualified opinion on the financial statements or other *subject matter information* or *subject matter* of an *engagement*, since this could be viewed as likely to lead to the *firm* losing the *engagement* and the entity as a client.
- 4.27 A *firm* is deemed to be economically dependent on a *public interest entity* or other *listed entity* if the total fees for all other services from that entity and its subsidiaries, or a collection of entities with the same beneficial owner or controlling party (which is not a corporate holding entity) relevant to a recurring *engagement* represent 10% of the total fees of the *firm* or the part of the *firm* by reference to which the *engagement partner's* profit share is calculated. Where such fees are between 5% and 10%, the *engagement partner* and the *Ethics Partner/Function* consider the significance of the threat and the need for appropriate safeguards.
- 4.28 Such safeguards might include:
- taking steps to reduce the other work to be undertaken and therefore the fees earned from the entity;
  - Engagement Quality Reviews.
- 4.29 Where it is expected that the total fees for services receivable from a non-listed entity, that is not a *public interest entity*, and its subsidiaries, or a collection of entities with the same beneficial owner or controlling party (which is not a corporate holding entity) relevant to a recurring *engagement* will regularly exceed 10% of the annual fee income of the *firm* or the part of**



the *firm* by reference to which the *engagement partner's* profit share is calculated, but will not regularly exceed 15%, the *engagement partner* shall disclose that expectation to the *Ethics Partner/Function* and to those charged with governance of the entity and the *firm* shall arrange an external independent quality control review of the *engagement* to be undertaken, before the *firm's* report is finalised.

- 4.30 A new *firm* seeking to establish itself may find the requirements relating to economic dependence difficult to comply with in the short term. In these circumstances, such *firms* would:
- (a) not undertake any engagements of public interest entities or other listed entities, where fees from such an entity would exceed 10% of the annual fee income of the firm; and
  - (b) for a period not exceeding two years, require external independent quality control reviews of those of non-listed entities, that are not *public interest entities*, that represent more than 15% of the annual fee income before the *engagement* report/opinion is issued.
- 4.31 A self-interest threat may also be created where a partner in the *engagement team*:
- is employed exclusively or principally on that *engagement*; and
  - is remunerated on the basis of the performance of part of the *firm* which is substantially dependent on fees from that entity.
- 4.32 Where the circumstances described in paragraph 4.31 arise, the *firm* assesses the significance of the threat and applies safeguards to reduce the threat to a level where independence would not be compromised. Such safeguards might include:
- reducing the dependence of the office, partner or other *covered person* by reallocating the work within the practice;
  - a review by an *engagement partner* with relevant expertise who is not involved with the *engagement* to ensure that the integrity, objectivity or independence of the *firm* and *covered persons* is not affected by the self-interest threat.

#### **Remuneration and Evaluation Policies**

- 4.33 **A *firm* shall have in place adequate remuneration policies, including profit-sharing policies, providing sufficient performance incentives to secure *engagement* quality. In particular, the amount of revenue that the *firm* derives from providing *non-audit / additional services* to the entity shall not form part of the performance evaluation and remuneration of any *covered person* involved in, or able to influence the carrying out of, an *engagement*.**
- 4.34 **The *firm* shall establish policies and procedures to ensure that each of the following is true in relation to each *entity relevant to an engagement* by the *firm*:**
- (a) **a primary criterion for evaluating the performance or promotion of members of the *engagement team* is how they have contributed to the quality of *engagements* undertaken;**
  - (b) **the objectives of the members of the *engagement team* do not include selling *non-audit / additional services* to the entity;**

- (c) **the criteria for evaluating the performance or promotion of members of the *engagement team* do not include success in selling *non-audit / additional services* to the entity; and**
- (d) **no specific element of the remuneration of a member of the *engagement team* is based on their success in selling *non-audit / additional services* to the entity.**

**This requirement does not apply to those members of the *engagement team* from specialist practice areas where the nature and extent of their involvement in the *engagement* is clearly insignificant.**

- 4.35 Where the *firm*, its partners or *staff* identify areas for possible improvement in an *entity relevant to an engagement*, they may provide general business advice, which might include suggested solutions to problems. Before discussing or facilitating any *non-audit / additional service* that might be provided by the *firm*, the *engagement partner* considers the threats that such a service would have on the *engagement*, in line with the requirements in this Ethical Standard, and whether it is probable that an objective, reasonable and informed third party would conclude the integrity, objectivity or independence of the *firm* or *covered persons* are compromised.
- 4.36 The last sentence of paragraph 4.34 recognises the fact that an *engagement team* may include personnel from specialist practice areas, rather than the audit or assurance practice who support a particular *engagement* or engagements, however their involvement in the *engagement* is clearly insignificant.
- 4.37 The policies and procedures required for compliance with paragraph 4.34 are not intended to inhibit profit-sharing arrangements, so far as they are permitted by law. However, such policies and procedures are central to the ability of a *firm* that provides *engagement services* to demonstrate the integrity, objectivity and independence of the *firm* and *covered persons*, and to rebut any suggestion that an *engagement* that it has undertaken and the report/opinion that it has given are influenced by the nature and extent of any *non-audit / additional services* that it has provided to that entity. The *Ethics Partner/ Function* pays particular attention to the actual implementation of those policies and procedures and is available for consultation when needed.

### **Gifts and Hospitality**

- 4.38 **A *firm*, its partners and any *covered person*, and persons closely associated with them, shall not offer or accept pecuniary and non-pecuniary gifts or favours, including hospitality, from an entity relevant to the engagement, or any other entity related to that entity, unless an objective, reasonable and informed third party would consider the value thereof as trivial or inconsequential.**
- 4.39 Where gifts, favours or hospitality are offered to or accepted from an entity relevant to an engagement, or from other entities related to that entity, self interest and familiarity threats to the integrity, objectivity and independence of the *firm*, its partners and any other covered person are created. Such threats are also created where gifts, favours or hospitality are provided to an entity which is not an entity relevant to an engagement, at the time of them being offered, but which subsequently becomes an entity relevant to an engagement.

- 4.40 The firm shall establish policies on the nature and value of gifts, favours and hospitality that may be accepted from and offered to an entity relevant to an engagement, or any other entity related to that entity, their directors, officers and employees, and shall issue guidance to assist partners and staff to comply with such policies.
- 4.41 The *firm* shall establish policies on the nature and value of gifts, favours and hospitality that may be accepted from and offered to other entities, which are likely to subsequently become an entity relevant to an engagement and issue guidance to assist partners and staff to comply with such policies, including on events that would trigger the application of the policy. Offering or accepting gifts, favours or hospitality to entities which may in due course become an *entity relevant to an engagement* may create a perception that the firm is not objective and independent from the perspective of an objective, reasonable and informed third party.
- 4.42 Where gifts, favours and hospitality are accepted or offered more than once, the view of an objective, reasonable and informed third party of the cumulative effect is considered.
- 4.43 Where there is any doubt as to the acceptability of gifts, favours or hospitality offered by the entity, members of the *engagement team* discuss the position with the *engagement partner*. If there is any doubt as to the acceptability of gifts, favours or hospitality offered to the engagement partner, or if the engagement partner has any residual doubt about the acceptability of gifts, favours or hospitality to other individuals, the engagement partner reports the facts to the *Ethics Partner/Function*, for further consideration regarding any action to be taken.

#### **Threatened and Actual Litigation**

- 4.44 Paragraphs 4.45 and 4.46 below, which support Supporting Ethical Provision A2.11, do not apply to the *engagements* of those entities where the responsibility for the *engagement* is assigned by legislation and the *firm* cannot resign from the *engagement*. In these circumstances the *firm* reports significant litigation to the relevant legislative authority.
- 4.45 Where litigation (in relation to any services including those where the *firm* is acting on behalf of another party, for example by acting as an administrator which would require the firm to instruct solicitors to take legal action against an *entity relevant to an engagement*) actually takes place between the *firm*, its partners, or any *covered person*, and the entity or its *affiliates*, or where such litigation is considered probable, self-interest, advocacy and intimidation threats to the integrity, objectivity and independence of the *firm* and *covered persons* are created because the *firm's* interest will be the achievement of an outcome to the dispute or litigation that is favourable to itself, or the party it is acting for. In addition, an effective *engagement* process requires complete candour and full disclosure between the entity's management and the *engagement team*: such disputes or litigation may place the two parties in opposing adversarial positions and may affect management's willingness to make complete disclosure of relevant information. Where the *firm* can foresee that such a threat may arise, the *firm* informs those charged with governance of its intention to resign. Where applicable, the *firm* also informs any other persons or entities the *firm* is instructed to advise of its intention to withdraw from the *engagement*.

4.46 The *firm* is not required to resign in circumstances where an objective, reasonable and informed third party would not regard it as being in the interests of the shareholders (or equivalent) or otherwise contrary to the public interest. Such circumstances might arise, for example, where:

- the litigation was commenced as the *engagement* was about to be completed, and shareholder (or other stakeholder) interests would be adversely affected by a delay in the *engagement*;
- on appropriate legal advice, the *firm* deems that the threatened or actual litigation is vexatious or designed solely to bring pressure to bear on the opinion to be expressed by the *firm*;

Where the nature of the litigation is routine; or is undertaken by a third-party litigator; or is not significant in the context of *an entity relevant to an engagement* and, from the perspective of an objective, reasonable and informed third party, would not have a bearing on the relationship. **In such circumstances, the *firm* shall consider and apply appropriate safeguards to mitigate any threat to independence.**

## Section 5 – Non-audit / Additional Services

### Section A - General Approach to Non-audit / Additional Services

- 5.1 Paragraphs 5.2 to 5.39 of this Section set out the general approach to be adopted by *firms* in relation to the provision of *non-audit services* to entities audited by them and *additional services* to entities which they may not audit but for which they undertake other public interest assurance services. This approach is applicable irrespective of the nature of the *non-audit / additional services*, which may be in question in a given case. (Paragraphs 5.44 to 5.131 of this Section illustrate the application of the general approach to a number of common *non-audit / additional services*.)
- 5.2 ISAs (UK) require that auditors exercise professional judgment and maintain professional scepticism throughout the planning and performance of the audit and, among other things:
- Identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the entity and its environment, including the entity's internal control.
  - Obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks.
  - Form an opinion on the financial statements based on conclusions drawn from the audit evidence obtained<sup>45</sup>.
- 5.3 Judgments regarding the nature and extent of evidence necessary to support an audit opinion or opinion given in respect of an other *public interest assurance engagement* are a matter for the *firm* but will include:
- Identifying, evaluating and testing, where appropriate, those internal control systems the effectiveness of which is necessary for the engagement and where, if any control weaknesses are identified, extended testing will be required; and
  - Additional work undertaken to respond to risks identified by management or the audit committee that the firm considers could impact the *firm's* opinion on financial statements or on other *subject matter information* or *subject matter* of the *engagement*.
- 5.4 Other work undertaken by the engagement team at the request of management or those charged with governance will not be categorised as part of the engagement irrespective of whether it forms part of the engagement proposal or engagement, unless it is clear that the predominant rationale for the performance of the work in question is to enable a soundly based opinion on the financial statements, or on other subject matter information or subject matter of the engagement, to be expressed. Therefore, an engagement does not include work where:

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<sup>45</sup> ISA (UK) 200 (Revised June 2016) 'Overall Objectives of the Independent Auditor and the Conduct of an Audit in Accordance with International Standards on Auditing (UK)' paragraph 11.

- The objective of that work is not to gather evidence to support the firm's opinion on the financial statements or on other *subject matter information* or *subject matter* of the *engagement*; or
- The nature and extent of testing is not determined by the *firm*, or in the case of a group, the work of other firms in relation to group components, in the context of expressing an opinion on the financial statements or on other *subject matter information* or *subject matter* of the *engagement*; or
- The principal terms and conditions for the work differ from that of the *engagement*.

5.5 In the context of an *audit engagement*, if additional work on financial information<sup>46</sup> and/or financial controls is authorised by those charged with governance, but the objective of that work is not to enable the auditor to provide an audit opinion on the entity's financial statements, it will be considered as an 'audit related service' (see paragraph 5.36) for the purpose of this Ethical Standard provided that it:

- is integrated with the work performed in the audit and performed largely by the existing *audit team*; and
- is performed on the same principal terms and conditions as the audit.

As a consequence of these factors, any threats to auditor independence arising from the performance of such additional work are considered to be clearly insignificant.

5.6 For entities audited by the *firm*, other additional work that:

- does not relate to financial information and/or financial controls; or
- is not integrated with the work performed in the audit, or is not performed largely by the existing *audit team*; or
- is not on the same principal terms and conditions as the audit;

will be regarded as an 'other *non-audit service*' for the purpose of this Ethical Standard.

5.7 'Non-audit services' comprise any engagement in which a firm, or a member of its network, provides professional services to:

- an audited entity;
- an audited entity's affiliates;

other than the audit of financial statements of the *audited entity*.

'Non-audit services' may also comprise any engagement in which a *firm* or a member of its network, provides professional services to another entity where the *subject matter* of the *engagement* includes the *audited entity* and/or its *significant affiliates*. An example would be an *engagement* to assist in the preparation of an investment circular for a company acquiring the audited entity. The *firm* therefore considers any threats to independence arising from the provision of such services, and any safeguards which may be applied. Consideration may be given to such factors as the nature of the service, the

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<sup>46</sup> This does not include *accounting services*.

ultimate beneficiary, the fee and the perspective of an Objective, Reasonable and Informed Third Party.

5.8 For a public interest assurance engagement other than an audit, 'additional services' comprise any engagement in which a firm, or a member of its network, provides professional services to an entity relevant to the engagement other than pursuant to:

- (a) any other public interest assurance engagement;
- (b) the audit of financial statements; and
- (c) those other roles which legislation or regulation specify can be performed by the auditor of the entity (for example, considering the preliminary announcements of listed companies and complying with the procedural and reporting requirements of regulators).

Where the *entity relevant to the engagement* is a member of a group, *additional services* for the purposes of this Ethical Standard include:

- services provided by the *firm* to the parent entity or to any of its *significant affiliates*; and
- services provided by a *network firm* which is involved in the engagement to the *entity relevant to the engagement* or any of its *significant affiliates*.

5.9 There may be circumstances where the *firm* is engaged to provide a *non-audit / additional service* and where that service and its scope are determined by an entity which is not audited or relevant to an other *public interest assurance engagement* by the *firm*. However, an *entity relevant to an engagement*, may gain some benefit from that *non-audit / additional service*<sup>47</sup>. In some circumstances, there may be no threat to the integrity, objectivity and independence of the *firm* and *covered persons* at the time of appointment. However, the *firm* considers how the *non-audit / additional service* may be expected to develop, whether there are any threats that the *firm* may be subject to if additional relevant parties which are *entities relevant to an engagement*, are identified, and whether any safeguards need to be put in place.

**5.10 The *firm* shall require others within the *firm*, when considering whether to provide a *non-audit / additional service* to an *entity relevant to an engagement*, or to any of its *affiliates*, to communicate details of the proposed *non-audit / additional service* to the *engagement partner* who considers the implications for the integrity, objectivity and independence of the *firm* and *covered persons* before provision of the *non-audit / additional service* is accepted.**

5.11 The *firm* establishes appropriate channels of internal communication to ensure that, in relation to an *entity relevant to an engagement*, the *engagement partner* is informed about any proposed *non-audit / additional service* to the entity or any of its *affiliates* before provision of the *non-audit / additional service* is accepted. When addressing services provided to another entity in respect of an *entity relevant to an engagement*, the procedures preserve client confidentiality.

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<sup>47</sup> For example, in a vendor due diligence engagement, the engagement is initiated and scoped by the vendor before the purchaser is identified. If an *entity audited* by the *firm* undertaking that engagement is the purchaser, that audited entity may gain the benefit of the report issued by its auditor, it may be a party to the engagement letter and may pay an element of the fee.

- 5.12 In the case of a group audit of a *public interest entity* or an other *listed entity* the group *engagement partner* establishes that the entity has communicated its policy on the engagement of the external auditor to supply *non-audit services* to its *affiliates* and obtains confirmation that the auditors of the *affiliates* will comply with this policy.<sup>48</sup> The group *engagement partner* also requires that relevant information on *non-audit services* provided by *network firms* is communicated on a timely basis.

### Identification and Assessment of Threats and Safeguards

- 5.13 For an engagement, before the firm accepts to provide a non-audit / additional service to an entity relevant to the engagement, the engagement partner shall:**

- (a) identify and assess the significance of any related threats to the integrity or objectivity of the firm and covered persons, including whether independence would be compromised; and**
- (b) identify and assess the effectiveness of the available safeguards to eliminate the threats or reduce them to a level where independence would not be compromised; and**
- (c) consider whether it is probable that an objective, reasonable and informed third party, having regard to the threats and safeguards, would conclude that that the proposed non-audit / additional service would not impair integrity or objectivity and compromise the independence of the firm or covered persons.**

- 5.14 When assessing the significance of threats to the integrity, objectivity and independence of the *firm* and *covered persons*, the *engagement partner* considers the following factors:

- The likely relevance and impact of the non-audit / additional service on the financial statements, or on subject matter information or subject matter of the engagement;
- The extent to which performance of the proposed *non-audit / additional service* will involve the exercise of professional judgment;
- The size of the *non-audit / additional service* and the associated fee;
- The basis on which the fee is to be calculated;
- The *staff* who would be carrying out the *non-audit / additional service*<sup>49</sup>;
- The staff from the *entity relevant to the engagement* who would be involved in the *non-audit / additional service*<sup>50</sup>.

To ensure that this assessment is made with a proper understanding of the nature of the *non-audit / additional service*, it may be necessary to refer to a draft engagement letter in respect of the proposed *non-audit / additional service* or to discuss the service with the partner involved.

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<sup>48</sup> The UK Corporate Governance Code requires audit committees to develop the company's policy on the engagement of the external auditor to supply *non-audit services*.

<sup>49</sup> For example, where those handling the non-audit service are particularly expert, the audit team may have difficulty in reviewing effectively the advice given or the work undertaken by the non-audit service team in the course of conducting a subsequent audit, which may compromise its effectiveness.

<sup>50</sup> For example, the safeguards necessary to address any self-review threat will require careful consideration where those involved are particularly senior and can be expected to be actively involved in any audit discussion as this may also create an intimidation threat.



- 5.15 The assessment of the threats to the integrity, objectivity and independence of the *firm* and *covered persons* arising from any particular *non-audit / additional service* is a matter for the *engagement partner* responsible for the *engagement*.
- 5.16 Where the *engagement partner* is not able to undertake the assessment of the significance of threats in relation to a proposed *non-audit / additional service* to an *entity relevant to an engagement*, alternative arrangements are established.
- 5.17 **For an *engagement*, where it is probable that an objective, reasonable and informed third party would conclude that the proposed *non-audit / additional service* would impair integrity or objectivity and compromise the independence of the *firm* or *covered persons*, the *firm* shall either:**
- (a) not undertake the *non-audit / additional service*; or
  - (b) not accept or shall withdraw from the *engagement* as appropriate.
- 5.18 **An audit firm shall not accept a non-audit/ additional service engagement where that would require the *firm* or a *covered person* to play any part in the management decision-taking of an *entity relevant to an engagement*. Such engagements are prohibited as set out in supporting ethical provision A2.1 and paragraph 1.27 of this Ethical Standard.**
- 5.19 The objectives of *non-audit / additional services* vary and depend on the specific terms of the service. In some cases, these objectives may be inconsistent with those of an *audit engagement* or other *public interest assurance engagement* provided by the *firm* and, in such cases, this may give rise to a threat to the integrity or objectivity of the *firm* and *covered persons* and to the appearance of their independence.
- 5.20 Similarly, in relation to a possible appointment as provider of an *audit engagement* or other *public interest assurance engagement* to an entity that the *firm* has not provided such an *engagement* before, consideration needs to be given to recent, current and potential *non-audit / additional services* provided by the *firm* to the entity. The *firm* does not accept appointment to undertake such an *engagement* unless it is probable that an objective, reasonable and informed third party, taking into account safeguards applied, would conclude that the independence of the *firm* or *covered persons* are not compromised.
- 5.21 The passage of time since a service was provided, and audit or review of the outcome of the service by another *firm*, may help mitigate actual and perceived threats to independence. However, it is still necessary for an assessment of the threats to be undertaken in accordance with paragraph 1.37 of this Ethical Standard before an *engagement* is accepted. Such an assessment takes account of the nature of the service and significance of the outcome provided to the proposed *engagement* and whether an objective, reasonable and informed third party, taking into account safeguards applied, would conclude that the independence of the *firm* or *covered persons* are not compromised.
- 5.22 When tendering for a new *audit engagement* or other *public interest assurance engagement*, the *firm* ensures that relevant information on recent *non-audit / additional services* is drawn to the attention of the audit committee (or those charged with governance if the entity does not have an audit committee) and, where applicable, any other persons or entities the *firm* is instructed to advise, including:
- when recent *non-audit / additional services* were provided;

- the materiality of those *non-audit / additional services* proposed;
- whether those *non-audit / additional services* would have been prohibited if the entity had been an *entity relevant to an engagement* by the *firm* at the time when they were undertaken; and
- the extent to which the outcomes of *non-audit / additional services* have been audited or reviewed by another *firm*.

### **Threats to Objectivity and Independence**

5.23 The principal types of threats to the integrity, objectivity and independence of the *firm* and *covered persons* are:

- self-interest threat;
- self-review threat;
- management threat;
- advocacy threat;
- familiarity (or trust) threat; and
- intimidation threat.

The *firm*, its partners and *staff* remain alert to the possibility that any of these threats may occur in connection with *non-audit / additional services*. However, the threats most commonly associated with *non-audit / additional services* are self-interest threat, self-review threat, management threat and advocacy threat (see paragraph 1.33 of this Ethical Standard).

### **Safeguards**

5.24 Where any threat to the integrity and objectivity of the *firm* or any *covered person* and the appearance of their independence is identified, the *engagement partner* assesses the significance of that threat and considers whether there are safeguards that could be applied and which would be effective to eliminate the threat or reduce it to a level where independence is not compromised in accordance with paragraphs 1.49-1.56 of this Ethical Standard. The threat to independence arising from the *firm* or a *covered person* playing any part in management decision taking of an *entity relevant to an engagement* is so great that it can never be safeguarded, as set out in paragraph 1.27 of this Ethical Standard.

5.25 When considering what safeguards, if any, would be effective in reducing the threats to integrity, objectivity and independence to a level where independence is not compromised, the *engagement partner* has regard to the following safeguards which, individually or in combination, may be effective, depending on the circumstances:

- (a) The *non-audit / additional services* are provided by a separate team from the *engagement team*, and:
- if circumstances require, there is effective physical and electronic segregation of the individuals in each team, and of their documentation, at all times during the provision of the *engagement* and *non-audit / additional services*; and/or
  - the team providing the *non-audit / additional services* avoids taking any action or making any statement that compromises the integrity or objectivity and independence of the *engagement team*, for example, expressing any opinion about the approach that the *engagement team*

might take or the conclusion it might reach when considering the appropriateness of accounting or other judgments.

The *Ethics Partner* establishes policies and procedures to ensure that, where safeguards of this nature are considered appropriate, the arrangements put in place are effective at all times in accordance with paragraph 1.54 of this Ethical Standard.

(b) The *engagement quality reviewer*, is seen to be an effective challenge to both the *engagement partner* and the partner leading the *non-audit / additional services*, reviews the work and conclusions of the *engagement team* in accordance with the requirements set out in ISQM (UK) 1 and ISA (UK) 220. Where this safeguard is considered appropriate, and the *Ethics Partner/Function* is satisfied that the review partner undertaking this role is appropriate, they ensure that the reviewer is aware of the circumstances leading to the conclusion that there is a significant self-review threat and that any concerns raised by the reviewer have been satisfactorily resolved before signature of the opinion.

**5.26 For an *engagement* , where the *engagement partner* concludes, with respect to threats to the integrity or objectivity of the *firm* or *covered persons*, including any threats that could compromise independence, related to a proposed *non-audit / additional service* to an *entity relevant to the engagement*, that no appropriate safeguards are available to eliminate or reduce such threats to a level where independence would not be compromised, they shall inform the others concerned within the *firm* of that conclusion and the *firm* shall either:**

**(a) not undertake the *non-audit / additional service*; or**

**(b) not accept or shall withdraw from the *engagement* as appropriate.**

**If the *engagement partner* is in doubt as to the appropriate action to be taken, they shall resolve the matter through consultation with the *Ethics Partner/Function*.**

5.27 An initial assessment of the threats to integrity, objectivity and independence and the safeguards to be applied is required when the *engagement partner* is considering the acceptance of a *non-audit / additional service*. The assessment of the threats and the safeguards applied is reviewed whenever the scope and objectives of the *non-audit / additional service* change significantly. If such a review suggests that safeguards cannot reduce the threat to a level where independence would not be compromised, the *firm* withdraws from the *non-audit / additional service*, or does not accept or withdraws from the *engagement* as appropriate.

5.28 Where there is doubt as to the appropriate action to be taken, consultation with the *Ethics Partner/Function* ensures that an objective judgment is made, and the *firm's* position is consistent.

### **Communication with Those Charged With Governance**

5.29 Transparency is a key element in addressing the issues raised by the provision of *non-audit / additional services* by *firms* to the entities audited by them or for which other public interest assurance services are provided. Paragraphs 1.58 and 1.62 of this Ethical Standard establish requirements to communicate to those

charged with governance, and other persons where appropriate, significant facts and matters that may bear upon the integrity, objectivity and independence of the *firm*. These include relevant facts and matters related to the provision of *non-audit / additional services*.

- 5.30 In the case of *public interest entities* and other *listed entities*, and entities that may be seeking a listing, ensuring that the audit committee is properly informed about the issues associated with the provision of *non-audit services* will assist them to comply with the provisions of the UK Corporate Governance Code relating to reviewing and monitoring the external auditor's independence and objectivity and to developing a policy on the use of the external auditor to supply *non-audit services*. This will include discussion of any inconsistencies between the entity's policy and this Ethical Standard and ensuring that the policy is communicated to *affiliates*.

**Before providing non-audit services to an entity relevant to an engagement, an audit firm carry statutory audits of public interest entities or other listed entities (and where the audit firm belongs to a network, any member of such network) shall seek approval from those charged with governance. The audit firm shall discuss with those charged with governance the nature of the services to be provided, identified threats to independence and safeguards. The audit firm shall also communicate to those charged with governance whether the proposed non-audit services is compliant with this Ethical Standard.**

- 5.31 Communications with those charged with governance regarding the impact on the integrity, objectivity or independence of the *firm* and *covered persons* of *non-audit / additional services* may be more informed if disclosure of such *non-audit / additional services* distinguishes between 'audit related services' (see paragraphs 5.36 – 5.38) and other *non-audit / additional services* (see paragraphs 5.7 and 5.8).

## Documentation

- 5.32 **For an engagement, the engagement partner shall ensure that the reasoning for a decision to provide *non-audit / additional services*, and any safeguards adopted and why they are effective, is appropriately documented prior to an engagement letter for the service being issued to an entity relevant to an engagement.**

- 5.33 Matters to be documented include:

- threats identified;
- safeguards adopted and why they are considered to be effective in responding to the specific threats identified;
- any significant judgements concerning the potential threats and proposed safeguards; and
- Where relevant, how the Objective and Reasonable Third Party Test was applied;
- communication with those charged with governance.

- 5.34 In situations where a management threat is identified in connection with the provision of *non-audit / additional services*, this documentation will include the

assessment of the persons conducting the *engagement* of whether there is *informed management*.

### **Audit Related Services**

5.35 Audit related services are those *non-audit services* specified in this Ethical Standard that are largely carried out by members of the *audit engagement team*, and where the work involved is closely related to the work performed in the audit and the threats to auditor independence may be clearly insignificant. As a consequence safeguards may not need to be applied. However, such services provided to *public interest entities*, other than those required by law or regulation, are still subject to the 70% cap (see paragraphs 4.13 and 4.14) and still require approval by the audit committee.

5.36 Audit related services are:

- Reporting required by law or regulation to be provided by an auditor;
- Reviews of interim financial information;
- Reporting on regulatory returns;
- Reporting to a regulator on client assets;
- Reporting on government grants;
- Reporting on internal financial controls when required by law or regulation;
- Extended audit work that is authorised by those charged with governance performed on financial information<sup>51</sup> and/or financial controls where this work is integrated with the audit work and is performed on the same principal terms and conditions.

**5.37 The *engagement partner* shall ensure that only those *non-audit services* listed in paragraph 5.36 are described as audit related services in communications with those charged with governance of the *audited entity*.**

5.38 In the UK, legislation requires large companies to disclose fees receivable by their auditors and their auditors' associates<sup>52</sup>. The specified categories of disclosure include "audit related assurance services", which will only include those services which are identified as audit related services in paragraph 5.36 above.

### **Evaluation of Specific Non-audit Services and Additional Services**

5.39 There are services other than 'audit related services' (see paragraphs 5.35 – 5.38) for which the auditor of the entity is an appropriate provider, particularly where those services are required by UK law or regulation. However, the threats to independence arising from such services are not necessarily clearly insignificant and the *firm* considers whether such services give rise to threats to independence and, where appropriate, the need to apply safeguards. Such services include:

- Reports, that are not 'audit related services', required by the competent authorities / regulators supervising the *audited entity*, where the authority / regulator has either specified the auditor to provide the service or identified to the entity that the auditor would be an appropriate choice for service provider.

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<sup>51</sup> This does not include *accounting services*.

<sup>52</sup> See Appendix A.

- Audit and other services provided as auditor of the entity, or as *reporting accountant*, in relation to information of the *audited entity* for which it is probable that an objective, reasonable and informed third party would conclude that the understanding of the entity obtained by the auditor for the audit of the financial statements is relevant to the service, and where the nature of the service would not compromise independence. These might include, for example:
  - audit and other services relating to public reporting as *reporting accountant* on financial or other information of the *audited entity* in an investment circular;
  - services, including private reporting, that are customarily performed by the *reporting accountant* to support statements and disclosures made by the directors, in an investment circular or, to support confirmations provided by the sponsor or nominated advisor;
  - audit and other assurance services relating to public reporting on other information issued by the entity, such as reports on information in the front of annual reports not covered by the auditor's report on the financial statements.

The above list is not intended to be fully comprehensive.

## **Section B - Approach to Non-audit / Additional Services Provided to Public Interest Entities**

### **Permitted Non-audit / Additional Services for Public Interest Entities**

**5.40** *An audit firm carrying out statutory audits of public interest entities and, where the audit firm belongs to a network, any member of such network, shall not provide (either directly or indirectly) to the audited entity, to its UK parent undertaking or to its worldwide controlled undertakings, services other than those set out in the rest of this paragraph, subject to the approval of the audit committee after it has properly assessed threats to independence and the safeguards applied in accordance with this Ethical Standard<sup>53</sup>:*

#### ***Services required by law or regulation and exempt from the non-audit services cap***

- Reporting required by a competent authority or regulator under law or regulation for example;
  - Reporting to a regulator on client assets;
  - in relation to entities regulated under the Financial Services and Markets Act 2000 (FSMA), reports under s166 and s340 of FSMA;
  - Reporting to a regulator on regulatory financial statements;
  - Reporting on a Solvency and Financial Condition Report under Solvency II.
- In the case of a controlled undertaking incorporated and based in a third country, reporting required by law or regulation in that jurisdiction where the auditor is permitted to undertake that engagement;

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<sup>53</sup> In accordance with this Ethical Standard and Schedule 1 to the Statutory Auditors and Third Country Auditors Regulations 2016.

- Reports, required by or supplied to competent authorities / regulators supervising the audited entity, where the authority / regulator has either specified the auditor to provide the service or identified to the entity that the auditor would be an appropriate choice for service provider;
- Services which support the entity in fulfilling an obligation required by UK law or regulation, including listing requirements, where: the provision of such services is time critical; the subject matter of the engagement is price sensitive; and it is probable that an objective, reasonable and informed third party would conclude that the understanding of the entity obtained by the auditor for the audit of the financial statements is relevant to the service, and where the nature of the service would not compromise independence;

**Services subject to the non-audit services cap<sup>54</sup>**

- Reviews of interim financial information; and providing verification of interim profits not otherwise required by law or regulation;
- Where not otherwise required by law or regulation, non-audit and additional services, as defined in this Ethical Standard provided as auditor of the entity, or as *reporting accountant*, in relation to information of the *audited entity* for which it is probable that an objective, reasonable and informed third party would conclude that the understanding of the entity obtained by the auditor is relevant to the service, and where the nature of the service would not compromise independence;
- Extended audit or assurance work that is authorised by those charged with governance performed on financial or performance information and/or financial or operational controls, in an *entity relevant to an engagement* or a third-party service provider, where this work is closely linked with the audit work;
- Reporting on the iXBRL tagging of financial statements in accordance with the European Single Electronic Format for annual financial reports. In situations involving a dual listed entity where iXBRL tagging assurance is required by the laws and regulations of an other jurisdiction, then the part of the fee relating to such an other jurisdiction is not subject to the fee cap;
- Additional assurance work or agreed upon procedures, authorised by those charged with governance performed on material included within or referenced from the annual report of an *entity relevant to an engagement*;
- Reporting on government grants;
- Reporting on covenant or loan agreements, which require independent verification, and other reporting to third parties with whom the *entity relevant to an engagement* has a business relationship in accordance with Appendix C of this Ethical Standard;
- Services which have been the subject of an application to the Competent Authority in accordance with Regulation 79 of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177);
- Generic subscriptions providing factual updates of changes to applicable law, regulation or accounting and auditing standards.

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<sup>54</sup> An *Other Entity of Public Interest* is not subject to the 70% non-audit services cap.

Where such services are provided, they shall not include any elements of those services subject to outright prohibition in Regulation 80 of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177)<sup>55</sup>. The prohibitions in this Regulation have been amended to require an extended cooling in period for services linked to an audit entity's internal audit function. No other non-audit or additional services shall be provided to the *audited entity*, its UK parent undertaking and its worldwide controlled undertakings by the *audit firm* or any member of the firm's network.

- 5.41 If a non-permitted service is inadvertently provided, the *audit firm* may continue to carry out the *statutory audit* of the *public interest entity* only if it can justify, that such provision of services does not affect its professional judgment and the audit report. The *audit firm* shall report this in its auditor's report on the entity's accounts in accordance with paragraph 45-1(d) of ISA (UK) 700.
- 5.42 Paragraph 1.22 sets out the circumstances where an inadvertent breach of this Ethical Standard does not necessarily call into question the *firm's* ability to give an audit or other public interest assurance opinion. The objective of a *firm's* relevant policies and procedures should be to prevent or detect breaches of this ethical standard.
- 5.43 An audit firm undertaking the statutory audit of an entity relevant to an engagement, which is not a public interest entity, but meets the definition for an *other entity of public interest* shall follow the requirements in paragraphs 5.40-5.41.

## SECTION C - Approach to Non-audit / Additional Services Provided in any Statutory Audit Engagement

- 5.44 In evaluating threats to compliance with the overarching principles of integrity, objectivity and independence arising from the provision of *non-audit / additional services*, the requirements and guidance below apply to all entities as indicated *relevant to an engagement*.

### Internal Audit Services

- 5.45 The *firm* shall not provide internal audit services to an *entity relevant to an engagement* or a *significant affiliate* of such an entity, where the *firm* is undertaking an *engagement*.
- 5.46 The range of 'internal audit services' is wide and they may not be termed as such by the *audited entity*. For example, the *audit firm* may be engaged:
- to outsource the audited entity's entire internal audit function; or
  - to supplement the audited entity's internal audit function in specific areas (for example, by providing specialised technical services or resources in particular locations); or
  - to provide occasional internal audit services to the audited entity on an ad hoc basis.

All such *engagements* would fall within the term '*internal audit services*'.

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<sup>55</sup> For convenience this listing is reproduced at Appendix B of this Ethical Standard – in this Ethical Standard an extended cooling period has been added for internal audit (h) to sub paragraph (b).



- 5.47 During the course of the *engagement*, the persons conducting the *engagement* may evaluate the design and test the operating effectiveness of some of the entity's internal financial controls, and the operation of any relevant internal audit function, and provide management with observations on matters that have come to their attention, including comments on weaknesses in the internal control systems and/or the internal audit function together with suggestions for addressing them. This work is a by-product of the *engagement* rather than the result of a separate undertaking to provide *non-audit services* and therefore does not constitute internal audit services for the purposes of this Ethical Standard.
- 5.48 In some circumstances, additional work is undertaken to respond to risks identified by management or those charged with governance. Where the persons conducting the *engagement* consider that such risks could impact their opinion on the financial statements, or on other *subject matter information* or *subject matter* of the *engagement*, such work is considered to be *engagement* work for the purposes of this Ethical Standard (see paragraphs 5.6 and 5.7).

### **Information Technology Services**

- 5.49 Design, provision and implementation of information technology (including financial information technology) systems by *firms* for an *entity relevant to an engagement* creates threats to the integrity, objectivity and independence of the *firm* and *covered persons*. The principal threats are the self-review threat and the management threat.
- 5.50 Design, provision or implementation of information technology systems that are not important to any significant part of the accounting system or to the production of the financial statements audited by the *firm*, or other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*, and do not have significant reliance placed on them by the persons conducting the *engagement*, may be undertaken, where appropriate safeguards can be applied.
- 5.51 Examples of safeguards that may be appropriate when information technology services are provided to an *entity relevant to an engagement* include ensuring that:
- information technology projects undertaken by the firm are performed by partners and staff who have no involvement in the engagement;
  - the work undertaken in the course of the engagement is reviewed by a partner with relevant expertise who is not involved in the *engagement* to ensure that the information technology work performed has been properly and effectively assessed in the context of the *engagement*.
- 5.52 **The *firm* shall not design, provide or implement information technology systems for an *entity relevant to an engagement* where:**
- (a) the systems concerned would be important to any significant part of the accounting or financial management system or to the production of the financial statements audited by the *firm*, or of other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*, and the persons conducting the *engagement* would place significant reliance upon them as part of the *engagement*; or**

**(b) where the *firm* is undertaking an *engagement*, for the purposes of the information technology services, the *firm* would undertake part of the role of management.**

5.53 Examples of services provided to an *entity relevant to an engagement* which create threats to the integrity, objectivity and independence of the *firm* and *covered persons* include:

- Storing or managing the hosting of data on behalf of an *entity relevant to an engagement*. Such services include:
  - Acting as the only access to financial or non-financial information system of such an entity.
  - Taking custody of or storing the entity's data or records such that the entity's data or records are otherwise incomplete
  - Providing electronic security or back-up services, such as business continuity or disaster recovery functions, for the entity's data or records.
  - Operating, maintaining, or monitoring such an entity's IT systems, network or website.

5.54 The collection, receipt, transmission and retention of data provided by an audited entity in the course of an audit or to enable the provision of a permissible service to that entity do not create the threats described in paragraph 5.53.

### **Valuation Services**

5.55 A valuation comprises the making of assumptions with regard to future developments, the application of appropriate methodologies and techniques, and the combination of both to compute a certain value, or range of values, for an asset, a liability or for a business as a whole.

**5.56 The *firm* shall not provide a valuation service to:**

- (a) a *listed entity relevant to an engagement*, or a *significant affiliate* of such an entity, where the valuation would have a material effect on the *listed entity's* financial statements, or other *subject matter information* or *subject matter* of the *engagement*, either separately or in aggregate with other valuations provided; or**
- (b) any other *entity relevant to an engagement*, where the valuation would both involve a significant degree of subjective judgment and have a material effect on the financial statements or other *subject matter information* or *subject matter* of the *engagement*, either separately or in aggregate with other valuations provided.**

5.57 The main threats to the integrity, objectivity and independence of the *firm* and *covered persons* arising from the provision of valuation services are the self-review threat and the management threat. In all cases, the self-review threat is considered too high to allow the provision of valuation services which involve the valuation of amounts with a significant degree of subjectivity and that may have a material effect on financial statements subject to an *audit engagement*, or on other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*.

- 5.58 For *listed entities relevant to an engagement*, or *significant affiliates* of such entities, the threats to integrity, objectivity and independence that would be perceived to be created are too high to allow the *firm* to undertake any valuation that has a material effect on the *listed entity's* financial statements being audited, or on other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*.
- 5.59 The *firm's* policies and procedures will set out whether there are circumstances in which valuation services are not undertaken for non-listed entities as described in paragraph 1.47 of this Ethical Standard.
- 5.60 It is usual for the persons conducting an *audit engagement* (and in some cases other *public interest assurance engagements*) to provide management with accounting advice in relation to valuation matters that have come to the attention of persons conducting the *engagement* during the course of the *engagement*. Such matters might typically include:
- comments on valuation assumptions and their appropriateness;
  - errors identified in a valuation calculation and suggestions for correcting them;
  - advice on accounting policies and any valuation methodologies used in their application.
- Advice on such matters does not constitute valuation services for the purpose of this Ethical Standard.
- 5.61 Where the *firm* is engaged to collect and verify the accuracy of data to be used in a valuation to be performed by others, such engagements do not constitute valuation services under this Ethical Standard.

### Actuarial Valuation Services

- 5.62 The *firm* shall not provide actuarial valuation services to:
- (a) a *listed entity relevant to an engagement*, or a *significant affiliate* of such an entity, unless the *firm* is satisfied that the valuation has no material effect on the *listed entity's* financial statements, or other *subject matter information* or *subject matter* of the *engagement*, either separately or in aggregate with other valuations provided; or
  - (b) any other *entity relevant to an engagement*, unless the *firm* is satisfied that either all significant judgments, including the assumptions, are made by *informed management* or the valuation has no material effect on the financial statements, or other *subject matter information* or *subject matter* of the *engagement*, either separately or in aggregate with other valuations provided.
- 5.63 Actuarial valuation services are subject to the same general principles as other valuation services. In all cases, where they involve the *firm* in making a subjective judgment and have a material effect on the financial statements subject to an audit, or other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*, actuarial valuations give rise to an unacceptable level of self-review threat and so may not be performed by *firms* for *entities relevant to an engagement*.

- 5.64 In the case of non-listed entities that are not *public interest entities*, where all significant judgments concerning the assumptions, methodology and data for the actuarial valuation are made by '*informed management*' and the *firm's* role is limited to applying proven methodologies using the given data, for which the management takes responsibility, it may be possible to establish effective safeguards to protect the integrity, objectivity and independence of the *firm* and *covered persons*.
- 5.65 For *listed entities*, or *significant affiliates* of such entities, the threats to integrity, objectivity and independence that would be perceived to be created are too high to allow the *firm* to undertake any actuarial valuation unless the *firm* is satisfied that the valuation has no material effect on the *listed entity's* financial statements being audited, or other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*.
- 5.66 The *firm's* policies and procedures will set out whether there are circumstances in which actuarial valuation services are not undertaken for non-listed entities as described in paragraph 1.47 of this Ethical Standard.

### **Tax Services**

- 5.67 The range of activities encompassed by the term 'tax services' is wide. They include where the *firm*:
- (a) provides advice to the entity on one or more specific matters at the request of the entity; or
  - (b) undertakes a substantial proportion of the tax planning or compliance work for the entity; or
  - (c) promotes tax structures or products to the entity, the effectiveness of which is likely to be influenced by the manner in which they are accounted for in the financial statements, or in other *subject matter information*;
  - (d) performs any of the services described in paragraphs a-c to individuals who are the controlling shareholders of an *entity relevant to an engagement*. *Firms* need to identify threats to independence from the provision of such services, including familiarity threats, and any relevant safeguards that can be applied.

Whilst it is possible to consider tax services under broad headings, such as tax planning or compliance, in practice these services are often interrelated, and may be incorporated in other *engagements* provided by the *firm*. It is, therefore, impracticable to analyse services in this way for the purposes of attempting to identify generically the threats to which specific tax services give rise. As a result, *firms* need to identify and assess, on a case-by-case basis, the potential threats to the integrity, objectivity and independence of the *firm* and *covered persons* before deciding whether to provide tax services to an *entity relevant to an engagement*.

- 5.68 The provision of tax services by *firms* to *entities relevant to an engagement* may give rise to a number of threats to the integrity, objectivity and independence of the *firm* and *covered persons*, including the self-interest threat, the management threat, the advocacy threat and, where the work involves a significant degree of subjective judgment and has a material effect on the financial statements, or on other *subject matter information* or *subject matter* of an *engagement*, the self-review threat.

- 5.69 Where the *firm* provides advice to an *entity relevant to an engagement* on one or more specific matters at the request of the entity, a self-review threat may be created. This self-review threat is more significant where the *firm* undertakes a substantial proportion of the tax planning and compliance work for the entity. However, the *firm* may be able to provide such services, provided that there is *informed management* and appropriate safeguards are applied to reduce the self-review threat to a level where independence is not compromised.
- 5.70 Examples of such safeguards that may be appropriate when tax services are provided to an *entity relevant to an engagement* include ensuring that:
- the tax services are provided by partners and *staff* who have no involvement in the *engagement*;
  - the tax services are reviewed by an independent tax partner, or other senior tax employee;
  - external independent advice is obtained on the tax work;
  - tax computations prepared by the *engagement team* are reviewed by a partner or senior *staff* member with relevant expertise who is not a member of the *engagement team*; or
  - a partner with relevant expertise not involved in the *engagement* reviews whether the tax work has been properly and effectively addressed in the context of the *engagement*.
- 5.71 The *firm* shall not promote tax structures or products or provide tax advice to an *entity relevant to an engagement* where the *engagement partner* has, or ought to have, reasonable doubt as to whether the related accounting treatment involved is based on well-established interpretations or is appropriate, having regard to the relevant financial reporting framework, including, where applicable, the requirement for financial statements to give a true and fair view.**
- 5.72 The *firm* shall not provide tax services to an *entity relevant to an engagement* where the service would involve the *firm* undertaking a management role.**
- 5.73 When providing tax services to an *entity relevant to an engagement*, there is a risk that the *firm* undertakes a management role, unless the *firm* is working with '*informed management*'.
- 5.74 Preparing tax calculations of current and deferred tax liabilities (or assets) for an *audited entity* for the purpose of preparing accounting entries that support such balances creates a self-review threat.
- 5.75 Where an *entity relevant to the engagement* is a *listed entity*, or a *significant affiliate* of such an entity, the *firm* shall not provide a service to prepare current or deferred tax calculations that are or may reasonably be expected to be used by the entity when preparing accounting entries.**
- 5.76 For *listed entities*, or *significant affiliates* of such entities, the threats to integrity, objectivity and independence that would be created are too high to allow the *firm* to provide a service to prepare calculations of current or deferred tax liabilities or assets for the purpose of preparing accounting entries.

- 5.77 For entities other than *public interest entities* and other *listed entities*, or *significant affiliates* of *listed entities*, the *firm* may provide a service to prepare current or deferred tax calculations for the purpose of preparing accounting entries, provided that:
- (a) such services:
    - (i) do not involve initiating transactions or taking management decisions; and
    - (ii) are of a technical, mechanical or an informative nature; and
  - (b) appropriate safeguards are applied.
- 5.78 The *firm's* policies and procedures will set out whether there are circumstances in which current or deferred tax calculations for the purpose of preparing accounting entries are not prepared for non-listed entities as described in paragraph 1.47 of this Ethical Standard.
- 5.79 The *firm* shall not provide tax services to an *entity relevant to an engagement* where this would involve acting as an advocate for the entity in the resolution of an issue.**
- 5.80 The prohibition applies to representing the *audited entity* as an advocate before a tax authority, where the matter relates to issues relevant to the financial statements being (or which will be) audited, or where the outcome of the tax issue is dependent on a current or future audit judgment. However, the provision of information to the tax authorities about the issue under enquiry or explaining to the tax authorities the technical basis for the tax filing position or advising the client on the matters under enquiry is not acting as an advocate. In all instances which might involve, or reasonably appear to involve, the promotion by the audit firm of a position being taken by an audited entity, an advocacy threat should be considered to arise.
- 5.81 The meaning of an 'advocacy threat' is described in paragraph 1.33 of this Ethical Standard. It includes supporting a position taken by management in an adversarial context, where the *firm* has to adopt a position closely aligned to that of management.
- 5.82 The *firm* is not acting as an advocate where the tax services involve the provision of information to the tax authorities (including an explanation of the approach being taken and the arguments being advanced by the entity). In such circumstances effective safeguards may exist and the tax authorities will undertake their own review of the issues.
- 5.83 Where the *firm* has been providing assistance in dealing with tax authorities and those tax authorities indicate that they are minded to reject the entity's arguments on a particular issue and the matter is likely to be determined by an appeals tribunal or court, the *firm* may become so closely identified with management's arguments that the *firm* is inhibited from forming an impartial view of the treatment of the issue in the financial statements, or in other *subject matter information* or *subject matter* of the *engagement* in the case of an other *public interest assurance engagement*. In such circumstances, the *firm* discusses the matter with the entity and either withdraws from providing tax services that require it to act as advocate for the entity, or resigns from the *engagement* from the time when the matter is formally listed for hearing before the appeals tribunal.

- 5.84 If the *firm* withdraws from providing tax services for the reasons described in paragraph 5.83, the *firm* is not precluded from having a continuing role (for example, responding to specific requests for information) for the entity in relation to the appeal, providing that the continuing role does not give rise to an advocacy threat that would compromise the independence of the *firm* or *covered persons*. The *firm* also assesses the threat associated with any continuing role in accordance with paragraphs 5.81 to 5.82.

### Litigation Support Services

- 5.85 The *firm* shall not provide litigation support services to:

- (a) **a listed entity relevant to an engagement, or a significant affiliate of such an entity, where this would involve the estimation by the firm of the likely outcome of a pending legal matter that could be material to the amounts to be included or the disclosures to be made in the listed entity's financial statements, or in other subject matter information or subject matter of the engagement, either separately or in aggregate with other estimates and valuations provided; or**
- (b) **any other entity relevant to an engagement, where this would involve the estimation by the firm of the likely outcome of a pending legal matter that could be material to the amounts to be included or the disclosures to be made in the entity's financial statements, or in other subject matter information or subject matter of the engagement, either separately or in aggregate with other estimates and valuations provided.**

- 5.86 The *firm's* policies and procedures will set out whether there are circumstances in which litigation support services are not undertaken for non-listed entities as described in paragraph 1.47 of this Ethical Standard.

### Legal Services

- 5.87 The *firm* shall not provide legal services to an *entity relevant to an engagement*, where this would involve acting as the General Counsel of that entity, or a solicitor formally nominated to represent the entity in the resolution of a dispute or litigation.

- 5.88 The provision by the *firm* of certain types of legal services to an *entity relevant to an engagement* may create advocacy, self-review and management threats. In view of the degree of advocacy involved in litigation or other types of dispute resolution procedures and the potential importance of any assessment by the *firm* of the merits of the entity's position when undertaking an *engagement*, this Ethical Standard prohibits a *firm* from acting as the formally nominated representative for an *entity relevant to an engagement*.

### Recruitment and Remuneration Services

- 5.89 The *firm*, or any member of the network to which the *audit firm* belongs, shall not provide recruitment services to an *entity relevant to an engagement*, that would involve the *firm* taking responsibility for, or advising on the appointment of any director or employee of the entity, or a *significant affiliate* of such an entity, where the *firm* is undertaking an *engagement*. References to recruitment services in this Ethical Standard also includes:

- Searching for or seeking out candidates;
- Undertaking reference checks of prospective candidates;
- Acting as a negotiator on the entity's behalf;
- Recommending the person to be appointed.

5.90 The *firm* shall not provide advice on the remuneration package or the measurement criteria on which the remuneration is calculated, for any director or employee of the entity, or a *significant affiliate* of an entity relevant to an engagement.

5.91 Advice on tax, pensions and interpretation of accounting standards relating to remuneration packages for directors and key management can be provided by the *firm*, provided they are not prohibited by the requirements of this Ethical Standard relating to tax, actuarial valuations and *accounting services*. Disclosure of the provision of any such advice would be made to those charged with governance of the entity (see paragraphs 1.58 to 1.66).

### Corporate Finance Services

5.92 The range of services encompassed by the term 'corporate finance services' is wide. For example, the *firm* may undertake:

- to identify possible purchasers for parts of the entity's business and provide advisory services in the course of such sales; or
- to identify possible 'targets' for the entity to acquire; or
- to advise the entity on how to fund its financing requirements; or
- to act as sponsor on admission to listing on the London Stock Exchange, or as Nominated Advisor on the admission of the entity on the Alternative Investment Market (AIM); or
- to act as financial adviser to entity offerors or offerees in connection with public takeovers.

5.93 The potential for the integrity, objectivity and independence of the *firm* and *covered persons* to be compromised through the provision of corporate finance services varies considerably depending on the precise nature of the service provided. The main threats to integrity, objectivity and independence arising from the provision of corporate finance services are the self-review, management and advocacy threats. Self-interest threats may also arise.

5.94 When providing corporate finance services to an *entity relevant to an engagement*, there is a risk that the *firm* undertakes a management role, unless the *firm* is working with '*informed management*'. In addition, appropriate safeguards are applied to reduce any self-review threat to a level where independence is not compromised.

5.95 Examples of safeguards that may be appropriate when corporate finance services are provided to an *entity relevant to an engagement*, include ensuring that:

- the corporate finance advice is provided by partners and staff who have no involvement in the engagement;



- any advice provided is reviewed by an independent corporate finance partner within the firm;
  - external independent advice on the corporate finance work is obtained;
  - a partner who is not involved in the engagement reviews the engagement work performed in relation to the subject matter of the corporate finance services provided to ensure that such engagement work has been properly and effectively reviewed and assessed in the context of the engagement.
- 5.96 Where the *firm* provides corporate finance services to an *entity relevant to an engagement* in connection with conducting the sale or purchase of a material part of the entity's business, the *engagement partner* informs the audit committee (or equivalent) and, where applicable, any other person or entity the *firm* is instructed to advise, about the corporate finance service, as set out in paragraphs 1.58 to 1.66 of this Ethical Standard.
- 5.97 The *firm* shall not provide corporate finance services in respect of an *entity relevant to an engagement*, where:**
- (a) the service would involve the *firm* taking responsibility for dealing in, underwriting, or promoting shares, debt or other financial instruments of the entity; or**
  - (b) Providing advice on investments in such shares, debt or other financial instruments; or**
  - (c) the *engagement partner* has, or ought to have, reasonable doubt as to whether an accounting treatment that is subject to a contemporary or future judgment by the *firm* relating to a material matter in the financial statements or in other *subject matter information* or *subject matter of the engagement*, and upon which the success of the related transaction depends:**
    - (i) is based on well-established interpretations; or**
    - (ii) is appropriate;**
- having regard to the requirements of the relevant reporting framework, including where applicable for financial statements to give a true and fair view.**
- 5.98 An unacceptable advocacy threat arises where, in the course of providing a corporate finance service, the *firm* promotes the interests of the entity by taking responsibility for dealing in, underwriting, or promoting shares.
- 5.99 Where the *firm* acts as a sponsor under the Listing Rules<sup>56</sup>, or as Nominated Adviser on the admission of the entity to AIM, the *firm* is required to confirm that the entity has satisfied all applicable conditions for listing and other relevant requirements of the listing (or AIM) rules. Where there is, or there ought to be, reasonable doubt that the *firm* will be able to give that confirmation, it does not enter into providing such service.
- 5.100 A self-review threat arises where the outcome or consequences of the corporate finance service provided by the *firm* may be material to the financial statements or other *subject matter information* or *subject matter*, which are, or will be, subject to an *engagement* by the same *firm*. Where the *firm* provides corporate finance services it may be necessary to adopt an accounting treatment that is not based

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<sup>56</sup> The Financial Conduct Authority's publication the 'Listing Rules'.

on well-established interpretations or which may not be appropriate. A self-review threat is created because the *firm* may be unable to form an impartial view of the accounting treatment to be adopted. Accordingly, this Ethical Standard does not permit the provision of such services by *firms* in respect of an *entity relevant to an engagement* where there is or ought to be reasonable doubt as to whether an accounting treatment that is subject to a contemporary or future judgment by the *firm* relating to a material matter in the financial statements, or in other *subject matter information* or *subject matter*, of the entity and on which the success of a transaction depends is well-established and appropriate.

5.101 These restrictions do not apply in circumstances where the *firm* is designated by legislation or regulation as being required to carry out a particular service. In such circumstances, the *engagement partner* establishes appropriate safeguards.

### Transaction Related Services

5.102 In addition to corporate finance services, there are other services associated with transactions that a *firm* may undertake for an *entity relevant to an engagement*. For example:

- investigations into possible acquisitions or disposals ('due diligence' investigations); or
- investigations into the tax affairs of possible acquisitions or disposals; or
- the provision of information to management or sponsors in relation to *investment circulars* (for example, long form reports, comfort letters on the adequacy of working capital); or
- agreed-upon procedures or reports provided to management in relation to particular transactions (for example, securitisations).

For audits of public interest entities this is subject to the list of Prohibited Non-Audit Services in Appendix B of this Ethical Standard, and the list of permitted Non-Audit/additional services at paragraph 5.40.

5.103 When providing transaction related services to an *entity relevant to an engagement*, there is a risk that the *firm* may face a management threat, unless the *firm* is working with *informed management*. In addition, appropriate safeguards are applied to reduce any self-review threat to a level where independence is not compromised.

5.104 Examples of safeguards that may be appropriate when threats are identified in relation to transaction related services provided to an *entity relevant to an engagement* include ensuring that:

- the transaction related advice is provided by partners and staff who have no involvement in the *engagement*;
- any advice provided is reviewed by an independent transactions partner within the *firm*;
- external independent advice on the transaction related work is obtained;
- a partner with relevant expertise who is not involved in the *engagement* reviews the engagement work performed in relation to the *subject matter* of the transaction related service provided to ensure that such work has been

properly and effectively reviewed and assessed in the context of the *engagement*.

**5.105 The *firm* shall not provide transaction related services in respect of an *entity relevant to an engagement*, where:**

**(a) the *engagement partner* has, or ought to have, reasonable doubt as to whether an accounting treatment that is subject to a contemporary or future judgment by the *firm* relating to a material matter in the financial statements, or other *subject matter information* or *subject matter* of the *engagement*, and upon which the success of the related transaction depends:**

- (i) is based on well-established interpretations; or**
- (ii) is appropriate;**

**having regard to the requirements of the relevant reporting framework, including where applicable for financial statements to give a true and fair view; or**

**(b) the *firm* is undertaking an *engagement*, and the service would involve undertaking a management role in the entity.**

5.106 A self-review threat arises where the outcome of the transaction related services undertaken by the *firm* may be material to the financial statements or other *subject matter information* or *subject matter* of the entity which are, or will be, subject to an *engagement* by the same *firm*. Where the entity proposes to undertake a transaction, it may be necessary to adopt an accounting treatment that is not based on well-established interpretations or may not be appropriate, in order to achieve the desired result of the transaction (for example, to take assets off the balance sheet). A self-review threat is created if the *firm* undertakes transaction related services in connection with such a transaction. Accordingly, this Ethical Standard does not permit the provision of services by *firms* in respect of an *entity relevant to an engagement* where there is or ought to be reasonable doubt as to whether an accounting treatment, that is subject to a contemporary or future judgment by the *firm* relating to a material matter in the financial statements, or in other *subject matter information* or *subject matter* of the entity and on which the success of a related transaction depends, is well-established and appropriate.

5.107 These restrictions do not apply in circumstances where the *firm* is designated by legislation or regulation as being required to carry out a particular service. In such circumstances, the *engagement partner* establishes appropriate safeguards.

## **Restructuring Services**

5.108 Restructuring services are any *non-audit services* provided to an entity in connection with the entity's development or implementation of a transaction or package of transactions (a 'restructuring plan') designed to change its equity or debt financing structure, its corporate structure, or its operating structure. This may be, for example to address financial or operating difficulties, to support tax planning, to improve operating efficiency, or to improve the cost of capital. The range of *non-audit / additional services* that may be regarded as 'Restructuring Services' is extensive, and the nature of those services may encompass many of the other types of *non-audit / additional services* discussed in this Ethical

Standard. Where applicable, the related requirements and guidance covered elsewhere in this Ethical Standard apply to Restructuring Services.

5.109 The restructuring services that an entity may use a *firm* to provide may vary considerably and may range from the incidental and routine to advice that is fundamental to the efficacy of the restructuring plan. Consequently, where such services are provided by a *firm* that provides an *engagement* for the entity, the *engagement partner*:

- the threats that the restructuring services may present to the firm's ability to conduct any contemporary or future *engagement* with integrity, objectivity and independence; and
- the probability that an objective, reasonable and informed third party would conclude that the independence of the *firm* or *covered persons* would be compromised.

For audits of public interest entities this is subject to the list of Prohibited Non-Audit Services in Appendix B of this Ethical Standard, and the list of permitted Non-Audit/additional services at paragraph 5.40.

**5.110 The *firm* shall not provide restructuring services in respect of an *entity relevant to an engagement*, where:**

- (a) the service would involve the *firm* undertaking a management role in or on behalf of the entity; or**
- (b) the service would require the *firm* to act as an advocate for the entity in relation to matters that are material to the financial statements, or other *subject matter information* or *subject matter* of the *engagement*.**

5.111 The potential for the integrity, objectivity and independence of the *firm* or *covered persons* to be compromised through the provision of restructuring services varies depending on the nature of the service provided. Any service which would result in the *firm* or a *covered person* undertaking a management role is prohibited as set out in paragraph 1.27 of this Ethical Standard.

**5.112 The *firm* shall not provide restructuring services in respect of an *entity relevant to engagement*, where that service may give rise to a self-review threat in the course of a contemporary or future *engagement* unless it is satisfied that such threats can be reduced by appropriate safeguards to a level where independence is not compromised and that such safeguards have been put in place.**

5.113 The provision of restructuring services gives rise to a self-review threat where the restructuring services to be provided involve advice or judgments which are likely to be material to a contemporary or future judgment of the *firm* in relation to an *engagement*.

5.114 Examples of restructuring services that the *firm* may be requested to undertake and which may give rise to a self-review threat include:

- Providing preliminary general advice on the options and choices available to management or stakeholders of an entity facing urgent financial or other difficulties.
- Undertaking a review of the business of the entity with a view to advising the entity on liquidity management or operational restructuring options.

- Advising on the development of forecasts or projections, for presentation to lenders and other stakeholders, including assumptions.
  - Advising the entity on how to fund its financing requirements, including equity and debt restructuring programmes.
  - Participating in the design or implementation of an overall restructuring plan including, for example, participating in the preparation of cash flow and other forecasts and financial models underpinning the overall restructuring plan.
- 5.115 The self-review threat arising from the provision of such services is particularly significant where, in relation to an *audit engagement*, it has potential to impact the *firm's* assessment of whether it is appropriate to prepare the entity's financial statements on a going concern basis. Where the *firm* has been involved in aspects of the preparation of a cash flow, a forecast or a financial model, it is probable that an objective, reasonable and informed third party would conclude that the *firm* would have a significant self-review threat in considering the going concern assumption.
- 5.116 The self-review threat arising from the provision of such services is also particularly significant where the restructuring services are provided in respect of an *audited entity* and involve developing or implementing a restructuring plan to address the actual or anticipated financial or operational difficulties that threaten the survival of that entity as a going concern (an '*audited entity in distress*').
- 5.117 The *firm* puts in place those safeguards to reduce the threats to the integrity and objectivity of the *firm* and *covered persons* to a level where independence is not compromised. If the *firm* concludes that the threats arising from some or all of the restructuring services involved cannot be addressed by putting appropriate safeguards in place, it does not provide the service.
- 5.118 Where an *entity in distress relevant to an engagement*, is a *listed entity*, or a *significant affiliate* of such a *listed entity*, the restructuring services provided by the *firm* shall be limited to providing:**
- (a) **preliminary general advice to an *entity in distress*;**
  - (b) **assistance with the implementation of elements of an overall restructuring plan, such as the sale of a non-significant component business, provided those elements are not material to the overall restructuring plan;**
  - (c) **challenging, but in no circumstances developing, the projections and assumptions within a financial model that has been produced by the *entity in distress*;**
  - (d) **reporting on a restructuring plan, or aspects of it, in connection with the proposed issue of an *investment circular*; and**
  - (e) **where specifically permitted by a regulatory body with oversight of the *entity in distress*.**
- 5.119 Except to the extent identified in paragraph 5.118, the significance of the self-review threat is too high to permit the provision of other restructuring services to an *entity in distress* that is a *listed entity*, or a *significant affiliate* of such a *listed entity*, because there are no safeguards that would be sufficient to reduce the threat to a level where independence is not compromised.

5.120 The *firm's* policies and procedures will set out whether there are circumstances in which restructuring services are not undertaken for non-listed entities in distress as described in paragraph 1.47 of this Ethical Standard.

### Accounting Services

5.121 For the purpose of this Ethical Standard, the term '*accounting services*' is defined as the provision of services that involve the maintenance of accounting records or the preparation of financial statements or other *subject matter information* or *subject matter* that are then subject to audit or an other *public interest assurance engagement*. Advice on the implementation of current and proposed accounting standards is not included in the term *accounting services*.

5.122 The range of activities encompassed by the term *accounting services* is wide. In some cases, the entity may ask the *firm* to provide a complete accounting service including maintaining all of the accounting records and the preparation of the financial statements. Other common situations are:

- the firm may take over the provision of a specific accounting function on an outsourced basis (for example, payroll);
- the entity maintains the accounting records, undertakes basic bookkeeping and prepares a year-end trial balance and asks the *firm* to assist with the preparation of the necessary adjustments and the financial statements.

5.123 The provision of *accounting services* by the *firm* to an *entity relevant to an engagement* creates threats to the integrity, objectivity and independence of the *firm* and *covered persons*, principally self-review and management threats, the significance of which depends on the nature and extent of the *accounting services* in question and the level of public interest in the entity.

**5.124 The *firm* shall not provide *accounting services* to an *entity relevant to an engagement* where:**

**(a) the entity is a *listed entity*, *relevant to an engagement* by the *firm*, or a *significant affiliate* of such an entity; or**

**(b) for any other entity:**

- **those *accounting services* would involve the *firm* undertaking part of the role of management, or initiating transactions; or**
- **the services are anything other than of a routine or mechanical nature, requiring little or no professional judgement.**

5.125 Even where there is no undertaking to provide any *accounting services*, it is usual for the *firm* to provide the management with accounting advice on matters that have come to its attention during the course of an *engagement*. Such matters might typically include:

- comments on weaknesses in the accounting records and suggestions for addressing them;
- errors identified in the accounting records and in the financial statements, or other *subject matter information* or *subject matter*, and suggestions for correcting them;
- advice on the accounting policies in use and on the application of current and proposed accounting standards.

This advice is a by-product of the *engagement* rather than as a result of undertaking to provide *non-audit / additional services*. Consequently, as part of the *engagement*, such advice is not regarded as giving rise to any threat to the integrity, objectivity and independence of the *firm* and *covered persons*.

- 5.126 For *listed entities relevant to an engagement*, or *significant affiliates* of such entities, the threats to integrity, objectivity and independence that would be created are too high to allow the *firm* to provide any *accounting services*.
- 5.127 The *firm's* policies and procedures will set out whether there are circumstances in which *accounting services* are not undertaken for non-listed entities as described in paragraph 1.47 of this Ethical Standard.
- 5.128 For entities other than *listed entities* relevant to an *engagement*, or *significant affiliates* of such *listed entities*, the *firm* may provide *accounting services*, provided that such services:
- would not involve the firm undertaking part of the role of management, or initiating transactions; and
  - are only of a routine or mechanical nature, requiring little or no professional judgement; and
  - appropriate safeguards are applied to reduce the self-review threat to a level where independence is not compromised.
- 5.129 The maintenance of the accounting records and the preparation of the financial statements are the responsibility of the management of the entity. Accordingly, in any undertaking to provide the entity with *accounting services*, the *firm* does not initiate any transactions or take any decisions or make any judgments, which are properly the responsibility of the management. These include:
- authorising or approving transactions;
  - preparing originating data (including valuation assumptions);
  - determining or changing journal entries, or the classifications for accounts or transactions, or other accounting records without management approval.
- 5.130 Examples of *accounting services* of a technical or mechanical nature or of an informative nature include:
- recording transactions for which management has determined the appropriate account classification, posting coded transactions to the general ledger, posting entries approved by management to the trial balance or providing certain data-processing services (for example, payroll);
  - assistance with the preparation of the financial statements where management takes all decisions on issues requiring the exercise of judgment and has prepared the underlying accounting records.
- 5.131 Examples of safeguards that may be appropriate when *accounting services* are provided to an *entity relevant to an engagement*, include:
- *accounting services* provided by the *firm* are performed by partners and staff who have no involvement in the *engagement*;
  - the *accounting services* are reviewed by a partner or other senior *staff* member with relevant expertise who is not a member of the *engagement team*;

- the *engagement* is reviewed by a partner with relevant expertise who is not involved in the *engagement* to ensure that the *accounting services* performed have been properly and effectively assessed in the context of the *engagement*.



## Section 6 – Provisions Available for Audits of Small Entities

### Introduction

This Section does not apply for the audit of '*public interest entities*'.

6.1 This Ethical Standard sets out the overarching principles, supporting ethical provisions and specific requirements, that auditors are required to comply with in order to discharge their responsibilities in respect of their integrity, objectivity and independence. It addresses such matters as:

- How *audit firms* set policies and procedures to ensure that, in relation to each audit, the *audit firm* and all those who are *covered persons* act with integrity, objectivity and independence;
- Financial, business, employment and personal relationships;
- Long association with the *audit engagement*;
- Fees, remuneration and evaluation policies, litigation, gifts and hospitality;
- *Non-audit services* provided to audited entities.

This Ethical Standard applies to all *audit firms* and to all audits and must be read in order to understand the alternative provisions and exemptions contained in this Section of it.

6.2 The FRC is aware that a limited number of the requirements in Part B of the Ethical Standard are difficult for certain *audit firms* to comply with, particularly when auditing a small entity. The material contained therein is appropriate in the interests of establishing the integrity, objectivity and independence of auditors, it accepts that certain dispensations, as set out in this Section, are appropriate to facilitate the cost-effective audit of the financial statements of Small Entities (as defined below) that are not '*public interest entities*'.

6.3 This Section provides alternative provisions for auditors of Small Entities, that are not '*public interest entities*', to apply in respect of the threats arising from economic dependence and where tax or *accounting services* are provided and allows the option of taking advantage of exemptions from certain of the requirements in Part B for a Small Entity *audit engagement*. Where an *audit firm* takes advantage of the exemptions within this Section, it is required to:

- (a) take the steps described in this Section; and
- (b) disclose in the audit report the fact that the *firm* has applied the FRC's Ethical Standard – Provisions Available for Audits of Small Entities.

6.4 In this Standard, for the UK a 'Small Entity' is:

- (i) any company, which is not a UK listed company or an *affiliate* thereof, that qualifies as a small company under Section 382 of the Companies Act 2006;
- (ii) where group accounts are produced, any group that qualifies as small under Section 383 of the Companies Act 2006;
- (iii) any charity with an income of less than the turnover threshold applicable to small companies as identified in Section 382 of the Companies Act 2006;

- (iv) any pension fund with less than 100 members (including active, deferred and pensioner members)<sup>57</sup>;
- (v) any *firm* regulated by the FCA, which is not required to appoint an auditor in accordance with rule SUP 3.3.2R of the FCA Handbook;
- (vi) any credit union which is a mutually owned financial co-operative established under the Credit Unions Act 1979 and the Industrial and Provident Societies Act 1965 (or equivalent legislation), which meets the criteria set out in (a) above;
- (vii) any entity registered under the Industrial and Provident Societies Act 1965, incorporated under the Friendly Societies Act 1992 or registered under the Friendly Societies Act 1974 (or equivalent legislation), which meets the criteria set out in (a) above;
- (viii) any registered social landlord with less than 250 units; and
- (ix) any other entity, such as a club, which would be a Small Entity if it were a company.

Where an entity falls into more than one of the above categories, it is only regarded as a 'Small Entity' if it meets the criteria of all relevant categories.

## Alternative Provisions

### Economic Dependence

- 6.5 When auditing the financial statements of a Small Entity, an *audit firm* is not required to comply with the requirement in paragraph 4.29 of this Ethical Standard that an external independent quality control review is performed.**
- 6.6 Although an external independent quality control review is not required, nevertheless the *engagement partner* discloses the expectation that fees will amount to between 10% and 15% of the *firm's* annual fee income to the *Ethics Partner* and to those charged with governance of the *audited entity*.

### Self-review Threat – Non-audit Services

- 6.7 When undertaking *non-audit services* for a Small Entity *audited entity*, the *audit firm* is not required to apply safeguards to address a self-review threat provided:**
- (a) the audited entity has 'informed management'; and
  - (b) the *audit firm* extends the cyclical inspection of completed *audit engagements* that is performed for quality control purposes.
- 6.8 The *audit firm* extends the number of *audit engagements* inspected under the requirements of ISQM (UK) 1 (Issued July 2021 - Updated March 2023))<sup>58</sup> to include a random selection of *audit engagements* where *non-audit services* have been provided. Particular attention is given to ensuring that there is documentary evidence that '*informed management*' has made such judgments and decisions

<sup>57</sup> Where a scheme with more than 100 members has been in wind-up, it does not qualify as a Small Entity, even where the remaining number of members falls below 100.

<sup>58</sup> Requires *audit firms* to establish policies and procedures requiring a periodic inspection of a selection of completed engagements, including at least one for each engagement partner over an inspection cycle, of no more than three years.

that are needed in relation to the presentation and disclosure of information in the financial statements.

- 6.9 Those inspecting the *audit engagements* are not involved in performing the *audit engagement*. Small *audit firms* may wish to use a suitably qualified external person or another *firm* to carry out *audit engagement* inspections.
- 6.10 In addition to the documentation requirements of ISQM (UK) 1 and ISA (UK) 220 (Revised July 2021), those inspecting the *audit engagements* document their evaluation of whether the documentary evidence that '*informed management*' made such judgments and decisions that were needed in relation to the presentation and disclosure of information in the financial statements.

## Exemptions

### Management Threat – Non-audit Services

- 6.11 When undertaking *non-audit services* for Small Entity audited entities, the *audit firm* is not required to adhere to the prohibitions in Part B of this Ethical Standard relating to providing *non-audit services* that involve the *audit firm* undertaking part of the role of management, provided that:
- g. it discusses objectivity and independence issues related to the provision of non-audit services with those charged with governance, confirming that management accept responsibility for any decisions taken; and
  - (b) it discloses the fact that it has applied the FRC's Ethical Standard – Provisions Available for Audits of Small Entities, in accordance with paragraph 6.15.

### Advocacy Threat – Non-audit Services

- 6.12 The *audit firm* of a Small Entity is not required to comply with paragraphs 5.83 (tax services that involve acting as an advocate) and 5.110(b) (restructuring services that involve acting as an advocate) of this Ethical Standard, provided that it discloses the fact that it has applied the FRC's Ethical Standard – Provisions Available for Audits of Small Entities, in accordance with paragraph 6.15.

### Partners and Other Persons Approved as a Statutory Auditor Joining an Audited Entity

- 6.13 The *audit firm* of a Small Entity is not required to comply with paragraphs 2.45 and 2.49 of this Ethical Standard, provided that:
- (a) it takes appropriate steps to determine that there is no significant threat to the *audit team's* integrity, objectivity and independence; and
  - (b) it discloses the fact that it has applied the FRC's Ethical Standard – Provisions Available for Audits of Small Entities, in accordance with paragraph 6.15.
- 6.14 An *audit firm* takes appropriate steps to determine that there is no significant threat to the *audit team's* integrity, objectivity and independence as a result of the employment of a former partner, or other person approved as a *statutory auditor*, by an *audited entity* that is a Small Entity by:

- (a) assessing the significance of the self-interest, familiarity or intimidation threats, having regard to the following factors:
- the position the individual has taken at the audited entity;
  - the nature and amount of any involvement the individual will have with the audit team or the audit process;
  - the length of time that has passed since the individual was a member of the audit team or firm; and
  - the former position of the individual within the *audit team* or *firm*; and
- (b) if the threat is other than clearly insignificant, applying alternative procedures such as:
- considering the appropriateness or necessity of modifying the audit plan for the *audit engagement*;
  - assigning an *audit team* to the subsequent *audit engagement* that is of sufficient experience in relation to the individual who has joined the *audited entity*;
  - involving an audit partner or senior *staff* member with appropriate expertise, who, where the *firm* already audits the entity, was not a member of the *audit team*, to review the work done or otherwise advise as necessary; or
  - undertaking an engagement quality control review of the *audit engagement*.

## Disclosure Requirements

- 6.15 Where the *audit firm* has taken advantage of an exemption provided in paragraphs 6.11, 6.12 or 6.13, the *engagement partner* shall ensure that:**
- (a) the auditors' report discloses this fact, and**
- (b) either the financial statements, or the auditors' report, discloses the type of *non-audit services* provided to the *audited entity* or the fact that a former *engagement partner*, or other person personally approved as a *statutory auditor*, has joined the *audited entity*.**
- 6.16 The fact that an *audit firm* has taken advantage of an exemption provided in this section of the Ethical Standard, is set out in a separate paragraph of the audit report. It does not affect the Opinion paragraph.
- 6.17 The *engagement partner* ensures that within the financial statements reference is made to the type of *non-audit services* provided to the *audited entity* or the fact that a former partner or other person personally approved as a *statutory auditor* has joined the *audited entity*. Where such a disclosure is not made within the financial statements it is included in the auditors' report.

**APPENDIX A: Illustrative template for communicating information on audit and non-audit services provided to the group**

	<b>Current year</b>	<b>Prior year</b>
	<b>£m</b>	<b>£m</b>
<b>Audit of company</b>	X	X
<b>Audit of subsidiaries</b>	X	X
Total audit	X	X
<b>Audit related assurance services<sup>59</sup></b>	X	X
<b>Other assurance services<sup>60 61</sup></b>	X	X
Total assurance services	X	X
<b>Tax compliance services</b> (i.e. related to assistance with corporate tax returns)	X	X
<b>Tax advisory services</b>	X	X
Services relating to taxation	X	X
<b>Internal audit services</b>	X	X
<b>Services related to corporate finance transactions not covered above</b>	X	X
<b>Other non-audit services not covered above</b>	X	X
Total other non-audit services	X	X
Total non-audit services	X	X
Total fees	X	X
<b>Occupational pension scheme audits</b>	X	X
Non-audit services in respect of the audited entity provided to a third party <sup>62</sup> .	X	X

Disclosures required under UK company legislation<sup>63</sup> are indicated by those categories in bold type above. Fuller information can be provided by companies if desired.

<sup>59</sup> This will, and will only, include those services which are identified as audit related services in paragraph 5.38 of this Ethical Standard.

<sup>60</sup> This will not include any tax or internal audit services.

<sup>61</sup> The definition of an assurance engagement is provided in the Glossary of Terms.

<sup>62</sup> For the purposes of this Ethical Standard, non-audit services include services provided to another entity in respect of the audited entity, for example, where the audit firm provides transaction related services, in respect of an audited entity's financial information, to a prospective acquirer of the audited entity (see paragraph 5.8 of this Ethical Standard).

<sup>63</sup> SI 2011/2198 "The Companies (Disclosure of Auditor Remuneration and Liability Limitation Agreements) (Amendment) Regulations 2011".

## Appendix B: Prohibited Non-audit Services for Public Interest Entities

An *audit firm* carrying out the *statutory audit* of a *public interest entity*, or any member of the network to which the *audit firm* belongs, shall not directly or indirectly provide to the *audited entity*, to its UKparent undertaking or to its controlled undertakings any prohibited non-audit services in:

- (a) the period between the beginning of the period audited and the issuing of the audit report; and
- (b) the financial year (or period if longer than one year) immediately preceding the period referred to in point (a) in relation to the services listed in points (e) and (h) of the second subparagraph.

For these purposes, prohibited non-audit services shall mean:

- (a) tax services relating to:
  - (i) preparation of tax forms;
  - (ii) payroll tax;
  - (iii) customs duties;
  - (iv) identification of public subsidies and tax incentives unless support from the *audit firm* in respect of such services is required by law;
  - (v) support regarding tax inspections by tax authorities unless support from the *audit firm* in respect of such inspections is required by law;
  - (vi) calculation of direct and indirect tax and deferred tax;
  - (vii) provision of tax advice;
- (b) services that involve playing any part in the management or decision-making of the audited entity;
- (c) bookkeeping and preparing accounting records and financial statements;
- (d) payroll services;
- (e) designing and implementing internal control or risk management procedures related to the preparation and/or control of financial information or designing and implementing financial information technology systems;
- (f) valuation services, including valuations performed in connection with actuarial services or litigation support services
- (g) legal services, with respect to:
  - (i) the provision of general counsel;
  - (ii) negotiating on behalf of the *audited entity*; and
  - (iii) acting in an advocacy role in the resolution of litigation;
- (h) services related to the audited entity's internal audit function;
- (i) services linked to the financing, capital structure and allocation, and investment strategy of the audited entity, except providing assurance services in relation to the financial statements, such as the issuing of comfort letters in connection with prospectuses issued by the audited entity;
- (j) promoting, dealing in, or underwriting shares in the audited entity;

- (k) human resources services, with respect to:**
- (i) management in a position to exert significant influence over the preparation of the accounting records or financial statements which are the subject of the *statutory audit*, where such services involve:**
    - searching for or seeking out candidates for such position; or**
    - undertaking reference checks of candidates for such positions;**
  - (ii) structuring the organisation design; and**
  - (iii) cost control.**

## **Appendix C: The Auditor's Provision of Restructuring Services to Public Interest Entity Participants in Bank Lending or Bond Funded Syndicates**

### **Introduction**

1. This Appendix sets out the FRC's guidance in respect of the application of this Ethical Standard to restructuring services provided by auditors to bank lending or bond funded syndicates (lending syndicates) in which one or more Public Interest Entities (PIEs) audited by the auditor participate.
2. It is important that auditors keep in mind that the compliance and ethical assessments they need to make require the exercise of careful judgement. In making an assessment, the auditor draws on their own experience and understanding of the services to be provided and of the participating entities, but ultimately reflects on how an objective, reasonable and informed third party (paragraphs I14 and I15 refer) would view matters. Auditors should ensure that they document clearly: the basis for the assessment they carry out; the factors that they considered; and the conclusions that they have drawn as a result.
3. The auditor needs to consider whether a (non-audit) service is provided to the PIE; whether any service is prohibited; threats to auditor independence; approval of the services; and the application of the non-audit services fee cap.

### **To whom are the restructuring services provided?**

4. Determining whether the restructuring services provided to a lending syndicate, are in fact provided to each of the participant PIEs requires the careful application of judgment to the specific facts and circumstances. There are a number of potential indicators which the auditor and the participating PIE audit committee use as a suitable proxy to assess to whom the restructuring services are provided. These indicators include whether an entity:
  - is party to an engagement;
  - has signed a letter of engagement;
  - is an addressee of the report produced by the auditor/ audit firm;
  - owns a significant amount of the total debt that will be the subject of the restructuring services;
  - exerts significant influence over the lending syndicate (e.g. by virtue of being a member of the steering committee, and/ or influencing appointment of the provider of services to the syndicate);
  - pays for the restructuring services, although the payment of the fee by the borrower is not prima facie evidence that an entity is not receiving a service; and
  - is owed a duty of care by the auditor providing the restructuring services, noting that this may apply even where that entity is not party to an engagement letter.



## Are restructuring services prohibited?

In cases where it is judged that the PIE would be being provided with the restructuring services, the auditor ensures that the provision of services to the syndicate does not include any element of a prohibited service as set out in Regulation 80 of the Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177) (as set out in Appendix B to this Ethical Standard). This requires that a statutory auditor or an audit firm carrying out the statutory audit of a public interest entity, or any member of the network to which the statutory auditor or the audit firm belongs, shall not directly or indirectly provide to the audited entity, to its parent undertaking or to its controlled undertakings within the Union any prohibited non-audit service.

5. Based on our understanding of the market for such services, there is no general prohibition, in principle, of the provision of such restructuring services to a participating PIE. However careful judgment is **always** required when considering the particular circumstances.

## Threats to independence

6. The auditor carries out an assessment to determine whether providing restructuring services to the PIE would pose a risk to independence. **In doing so, the auditor needs to consider how the provision of such a service would be viewed by an objective, reasonable and informed third party. If such a third party would be likely to conclude that the actual or perceived independence of the auditor would be affected, then the auditor should not accept the engagement.**
7. To avoid certain potential threats to independence, appropriate engagement conditions that should exist and that the engagement letter issued by the auditor for each restructuring services engagement provided to a participating PIE should incorporate, include that:
  - The auditor's role is advisory only;
  - The loan conditions are set by the lead lending institution;
  - The restructuring services cannot be tailored for the specific participating PIE;
  - The loan is managed by the syndicate which will also negotiate final terms and conditions with the debtor<sup>64</sup>; and
  - The auditor has no authority to bind or transact for the lending institution.
8. Other factors that should be taken into account when assessing the impact of providing restructuring services on the perceived independence of the auditor include whether the participating PIE is in a position to exert significant influence over the appointment of the auditor to provide the restructuring services. This can happen where a participant PIE acts either as the agent or a member of the steering committee of a lending syndicate or is able to exert significant influence by virtue of its share of the debt held.<sup>65</sup> This approach to the consideration of risks to independence is designed to be consistent with the approach taken by other international regulators in similar circumstances.

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<sup>64</sup> Noting that when acting for a syndicate the service provider may be used to communicate options for terms and conditions from participants, however, this cannot bind the participants.

<sup>65</sup> A rule of thumb that a holding of more than 20 per cent will be considered to give rise to significant influence may be helpfully adopted.

## **Approval of services**

9. The auditor will also need to determine what approvals are necessary, and from whom, to be able to provide restructuring services to the participating PIE. Where the service being provided is trivial, it can be approved through a standing procedure established by the PIE's audit committee. Where the service provided is not trivial, specific pre-approval by the PIE's audit committee is required.
10. In making an assessment, on a case by case basis, of whether or not the restructuring services to be provided are trivial, the primary consideration will be whether the fee for the service provided is trivial in the context of the PIE's financial statements.
11. There is no basis set out in law as to how to assess the quantum of fees for the restructuring services attributable to a participating PIE. Existing market practice suggests that where non-audit fee disclosures are given the bases used include:
  - the proportion of the total fee for the restructuring services provided to the lending syndicate as a whole is pro-rated to reflect the percentage of the syndicate's debt held by the participating PIE;
  - the actual payments made, or agreed to be made, for the restructuring services either by the lending syndicate as a whole or by the participating PIE.
12. Where the provision of the restructuring services is approved through a standing procedure, work may then be carried up to the value of that standing approval (subject to the application of the non-audit services fee cap, as explained below). If subsequent changes to the cost and/or scope of restructuring services cause the fees to exceed this pre-approval threshold, the auditor needs to gain prior approval, from the audit committee, to allow the services to continue to be provided.

## **The non-audit services fee cap**

13. This Ethical Standard sets out the non-audit services fee cap applicable to PIEs.
14. Where the audit committee has determined that a service received is trivial, then the committee's standing procedures may suggest that a standard 'deemed' amount be used for the value of the service provided for the purposes of monitoring against the non-audit services fee cap. This deemed amount should be consistent with the audit committee's assessment of what is trivial for the purposes of being approved through a standing procedure.

## **Impact of syndicate changes**

15. In reality, lending syndicates operate with a flexible membership and the share of debt held by each participant is subject to ongoing change. If such a change arises after the provision of the restructuring services has commenced, that results, for example, in a change in the nature or circumstances of the engagement, such that an objective, reasonable and informed third party would consider the changed circumstances poses a threat to independence, then the auditor should take necessary steps to respond appropriately, (having also satisfied themselves that any change to the nature and circumstances has not resulted in the inclusion of any additional services that are prohibited). Our expectation is that the auditor should review the basis of the assessment of the

quantum of fees and also reconsider whether a service needs formal prior approval rather than standing approval at least:

- when there is a material change<sup>66</sup> in the agreed scope of the engagement;
- when there is a material change<sup>5</sup> in the agreed fee for the service;
- when the PIE changes its participation to the extent that it becomes able to exert significant influence over the syndicate;
- where work done under a standing authority will breach the fee level of that authority;
- where any other event or circumstance occurs, which has an impact on how an objective reasonable and informed third party would consider the independence of the auditor providing the services.

### **The impact of recusal**

16. We have been asked to clarify what might happen where a participating PIE recuses itself from restructuring discussions that are subject to the engagement. This does not *automatically* lift the requirement for non-audit services to be approved and monitored as set out earlier in this note. Although a participating PIE that has exercised such recusal might consider that it no longer derives benefit from the engagement, the views of an objective, reasonable and informed third party need ultimately to be the basis for the auditor's assessment, as such a party might conclude that a participant continues to benefit from the work of the auditor that is provided in bringing the engagement to a conclusion.

### **Knowledge to make an assessment of risks to independence**

17. If a transaction is funded by way of bonds issued on the financial markets, the auditor may only know the identity of those bondholders they are engaged by, and not the full population of bondholders. In certain circumstances, an auditor may also not know the identity of all participants in a lending syndicate (and an objective, reasonable and informed third party might also conclude that an auditor might not be expected to have such information available to them). Where this is the case, there is still a requirement for the auditor to ensure that they are independent to undertake an engagement. The auditor makes their assessment of their independence and the effectiveness of any applicable safeguards in a way that reflects the actual knowledge the auditor has about the participants in a syndicate, and in a way that is proportionate to that syndicate and those able to control it. Actual knowledge will be informed by factors including the auditor's knowledge of the parties to the engagement, and any public statements made by large institutional investors and asset owners on investments they might have made in any such transaction.

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<sup>66</sup> In the context of that engagement and the fee for that engagement.

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