

STATEMENT OF AUDITING STANDARDS
140
ENGAGEMENT LETTERS

*(Effective for audits of financial statements for periods beginning before 15 December 2004)**

<i>Contents</i>	<i>Paragraphs</i>
Introduction	1 - 5
Audit engagement letters	6 - 12
Audits of components	13 - 14
Recurring audits	15 - 16
Change of the engagement	17 - 21
Compliance with International Standards on Auditing	22
Effective date	23
Appendix 1 - Example of an audit engagement letter (in English and in Chinese)	
Appendix 2 - Tax engagement letter (with example in English, and in Chinese)	

* HKSA 210 "Terms of Audit Engagements" is effective for audits of financial statements for periods beginning on or after 15 December 2004.

STATEMENT OF AUDITING STANDARDS
140
ENGAGEMENT LETTERS

*Statements of Auditing Standards (SASs) are to be read in the light of SAS 010 "The scope and authority of auditing pronouncements". In particular, they contain basic principles and essential procedures, (auditing standards), indicated by paragraphs in **bold italic type**, with which auditors are required to comply in the conduct of any audit including those of companies applying section 141D of the Companies Ordinance. SASs also include explanatory and other material which is designed to assist auditors in interpreting and applying auditing standards.*

Introduction

1. The purpose of this Statement of Auditing Standards (SAS) is to establish standards and provide guidance on:
 - a. agreeing with clients the terms of engagements, normally by means of audit engagement letters; and
 - b. the auditors' response to a request by a client, before the completion of the audit, to change the engagement to one that provides a different level of assurance.
2. For the purpose of this SAS "client" means the addressees of the auditors' report, or, when as is often the case it is not practical to agree such terms with this body, the entity itself through the board of directors, management or the audit committee.
3. ***The auditors and the client should agree on the terms of the engagement, which should be recorded in an audit engagement letter or other suitable form of written contract. (SAS 140.1)***
4. The terms of the engagement are normally recorded in an engagement letter and their acceptance by the client evidenced by signature by a person at an appropriate level within the entity, for example the finance director or equivalent. In the public sector due account is to be taken of the relevant legislative requirements on the appointment of auditors and the arrangements under which an engagement is defined.
5. This SAS is intended to assist the auditors in the preparation of engagement letters relating to audits of financial statements. The guidance is also applicable to related services. When other services such as tax, accounting, or management advisory services are to be provided, separate letters may be appropriate. Guidance on tax engagement letters together with an example engagement letter are set out in Appendix 2.

Audit engagement letters

6. It is in the interest of both client and auditors that the auditors send an audit engagement letter, preferably before the commencement of the engagement, to help in avoiding misunderstandings with respect to the engagement. The engagement letter documents and confirms the auditors' acceptance of the appointment, the objective and scope of the audit, the extent of the auditors' responsibilities to the client and the form of any reports.
7. Where there are joint auditors, the engagement needs to be explained in similar terms by each auditor. The joint auditors need to agree whether joint or separate letters would be sent to the client.

Principal contents

8. The form and content of audit engagement letters may vary for each client, but they would generally include reference to matters set out below.

- a. The objective of the audit of financial statements.
 - b. Respective responsibilities of the directors and of the auditors.
 - c. The scope of the audit, including reference to applicable legislation, regulations, or pronouncements of professional bodies to which the auditors adhere.
 - d. The form of any reports or other communication of results of the engagement.
 - e. The fact that because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatement may remain undiscovered.
 - f. Unrestricted access to whatever records, documentation and other information requested in connection with the audit.
9. For a corporate practice, the audit engagement letter identifies the director appointed by the corporate practice to be responsible for the performance of the audit engagement contemplated by the audit report.
10. The auditors may also wish to include matters set out below in an audit engagement letter.
- a. Arrangements regarding the planning of the audit.
 - b. Expectation of receiving from management written confirmation concerning representations made in connection with the audit.
 - c. Request for the client to confirm the terms of the engagement by acknowledging receipt of the engagement letter.
 - d. Description of any other letters or reports the auditors expect to issue to the client.
 - e. Basis on which fees are computed and any billing arrangements.
11. When relevant, the points set out below could also be made.
- a. Arrangements concerning the involvement of other auditors and experts in some aspects of the audit.
 - b. Arrangements concerning the involvement of internal auditors and other client staff.
 - c. Arrangements to be made with the outgoing auditors, if any, in the case of an initial audit.
 - d. Any restriction of the auditors' liability when such possibility exists.
 - e. A reference to any further agreements between the auditors and the client.
12. An example of an audit engagement letter is set out in Appendix 1, which is drafted in a form to apply to limited company clients which are incorporated in Hong Kong under the Companies Ordinance. In the case of other entities, the matters relating to the responsibilities of directors and auditors are modified in accordance with the requirements of relevant legislation or, in the case of non-statutory audits, the terms agreed with the client.

Audits of components

13. When the auditors of a holding company are also the auditors of its subsidiary, branch or division (component), the factors set out below influence the decision whether to send a separate engagement letter to the component.

- a. Who appoints the auditors of the component.
 - b. Whether a separate auditors' report is to be issued on the component.
 - c. Whether the terms for each component are the same.
 - d. Legal requirements.
 - e. The extent of any work performed by other auditors.
 - f. Degree of ownership by parent.
 - g. Degree of independence of the component's management.
14. If the auditors send one letter relating to the group as a whole, it identifies the components for which they are appointed as auditors. The directors of the holding company are requested to forward the letter to the boards of directors of the components concerned. Each board is requested to confirm that the terms of the engagement letter are accepted.

Recurring audits

15. *On recurring audits, the auditors should consider whether circumstances require the terms of the engagement to be revised and whether there is a need to remind the client of the existing terms of the engagement. (SAS 140.2)*
16. The auditors may decide not to send a new engagement letter each period. However, the factors set out below may make it appropriate to send a new letter.
- a. Any indication that the client misunderstands the objective and scope of the audit.
 - b. Any revised or special terms of the engagement.
 - c. A recent change of senior management, board of directors or ownership.
 - d. A significant change in nature or size of the client's business.
 - e. Legal requirements.

Change of the engagement

17. *Auditors who, before the completion of the audit, are requested to change the engagement to one which provides a different level of assurance, should consider the appropriateness of so doing. If auditors consider that it is appropriate to change the terms of engagement, they should obtain written agreement to the revised terms. (SAS 140.3)*
18. A request by the client for the auditors to change the terms of engagement prior to completion may result from:
- a. a change in circumstances affecting the need for the service;
 - b. a misunderstanding as to the nature of an audit or of the related service originally requested; or
 - c. a restriction on the scope of the engagement, whether imposed by management or caused by circumstances.

Any such request, and the reason given for it, require careful consideration by the auditors, particularly of the implications of a restriction on the scope of the engagement.

19. If auditors consider that it is not appropriate to change the terms of engagement, they consider their position and may need to take legal advice.
20. *If the auditors are unable to agree to a change of the engagement and are not permitted to continue the original engagement, the auditors should resign and consider whether there is any obligation, contractual or otherwise, to report to other parties, such as the board of directors or shareholders, the circumstances necessitating the resignation. (SAS 140.4)*
21. Auditors of companies incorporated in Hong Kong who resign from the office as auditors are required to comply with the requirements of section 140A of the Companies Ordinance regarding the statement to be made by them in relation to their resignation. If the auditors are removed from office, they may wish to exercise their rights under section 132(6) of the Companies Ordinance to attend and be heard at the general meeting.

Compliance with International Standards on Auditing

22. Compliance with the auditing standards contained in this SAS ensures compliance in all material respects with the basic principles and essential procedures in International Standard on Auditing 210 "Terms of Audit Engagements".

Effective date

23. This SAS is effective for audits of financial statements for periods beginning before 15 December 2004.

APPENDIX 1

Example of an audit engagement letter

This form of letter has been drafted to apply to limited company clients which are incorporated in Hong Kong under the Companies Ordinance. It is not necessarily comprehensive or appropriate to be used in relation to every entity, and it must be tailored to specific circumstances - for example to the special reporting requirement of regulated entities.

To the directors of _____:

The purpose of this letter is to set out the basis on which we (are to)* act as auditors of the company (and its subsidiaries)* and the respective areas of responsibility of the directors and of ourselves.

Responsibilities of directors and auditors

- 1.1 As directors of the above company, you are responsible for ensuring that the company maintains proper books of account and for preparing financial statements which give a true and fair view and have been prepared in accordance with the Companies Ordinance. You are also responsible for making available to us, as and when required, all the company's books of account and all other relevant records and related information, including minutes of all management and shareholders' meetings.
- 1.2 We have a statutory responsibility to report to the members whether in our opinion the financial statements give a true and fair view and whether they have been properly prepared in accordance with the Companies Ordinance. In arriving at our opinion, we are required to consider the following matters, and to report on any in respect of which we are not satisfied:
 - a. whether proper books of account have been kept by the company and proper returns adequate for our audit have been received from branches not visited by us;
 - b. whether the company's balance sheet and profit and loss account are in agreement with the books of account and returns; and
 - c. whether we have obtained all the information and explanations which we consider necessary for the purposes of our audit.

In addition, there are certain other matters which, according to the circumstances, may need to be dealt with in our report. For example, where the financial statements do not give details of directors' remuneration or of loans to officers, the Companies Ordinance requires us to disclose such matters in our report.

- 1.3 We have a professional responsibility to report if the financial statements do not comply in any material respect with applicable accounting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified, we consider:
 - a. whether the departure is required in order for the financial statements to give a true and fair view; and
 - b. whether adequate disclosure has been made concerning the departure.

Scope of audit

- 2.1 Our audit will be conducted in accordance with Statements of Auditing Standards issued by the Hong Kong Institute of Certified Public Accountants, and will include such tests of transactions and of the existence, ownership and valuation of assets and liabilities as we consider necessary. We shall obtain an understanding of the accounting and internal control systems in order to assess their adequacy as a basis for the preparation of the financial statements and to establish whether proper books of account have been maintained by the company. We shall expect to obtain such appropriate evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom.
- 2.2 The nature and extent of our procedures will vary according to our assessment of the company's accounting system and, where we wish to place reliance on it, the internal control system, and may cover any aspect of the business's operations that we consider appropriate. Our audit is not designed to identify all significant weaknesses in the company's systems but, if such weaknesses come to our notice during the course of our audit which we think should be brought to your attention, we shall report them to you. Any such report may not be provided to third parties without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party as concerns the reports.
- 2.3 As part of our normal audit procedures, we may request you to provide written confirmation of certain oral representations which we have received from you during the course of the audit on matters having a material effect on the financial statements. In connection with representations and the supply of information to us generally, we draw your attention to section 134 of the Companies Ordinance under which it is an offence for an officer of the company to mislead the auditors.
- 2.4 In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the chairman's statement, operating and financial review and the directors' report, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings.
- 2.5 The responsibility for safeguarding the assets of the company and for the prevention and detection of fraud, error and non-compliance with law or regulations rests with yourselves. However, we shall endeavour to plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or books of account (including those resulting from fraud, error or non-compliance with law or regulations), but our examination should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.
- 2.6 *(Where appropriate - Note)* We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (for example information provided in connection with accounting, taxation and other services).
- 2.7 Once we have issued our report we have no further direct responsibility in relation to the financial statements for that period. However, we expect that you will inform us of any material event occurring between the date of our report and that of the Annual General Meeting which may affect the financial statements.

(Group accounts

3. As auditors of the holding company we are required to report, in similar terms to those outlined in paragraph 1.2 above, on the group accounts, which comprise the financial statements of the holding company and its subsidiaries. In order to express an opinion on group accounts which include the financial information of subsidiaries, joint ventures or associated companies of which we are not the auditors, it will be necessary for us to communicate directly with the other auditors concerned to satisfy ourselves that:
 - a. so far as is practicable, there is uniformity within the group in the application of accounting policies;

- b. the group accounts give the information required by the Companies Ordinance, applicable accounting standards and any other legislation or non-statutory requirements affecting the presentation of financial statements; and
- c. all material aspects of the group accounts have been subjected to an audit examination, the nature and extent of which is adequate and reasonable, in our view, for the purpose of forming an opinion on the group accounts.)*

(Other services

- 4. You have requested that we provide other services in respect of The terms under which we provide these other services are dealt with in a separate letter.)*

Fees

- 5. Our fees are computed on the basis of the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved plus out-of-pocket expenses. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the audit and will be due on presentation.

Agreement of terms

- 6.1 Once it has been agreed, this letter will remain effective, from one audit appointment to another, until it is replaced. We shall be grateful if you could confirm in writing your agreement to these terms by signing and returning the enclosed copy of this letter, or let us know if they are not in accordance with your understanding of our terms of engagement.
- (6.2 Since the terms of our engagement as auditors of the subsidiaries listed in the attached appendix are the same, we will not send separate letters to the board of directors of each subsidiary. We would therefore be grateful if you would forward copies of this letter to the boards of directors of each such subsidiary and confirm that these boards have also agreed and confirmed their acceptance of this letter.)*

Yours faithfully,

ABC & Co.
Certified Public Accountants (Practising) [or Certified Public Accountants]
Date

We agree to the terms of this letter.

(Signed)
.....
Director, for and on behalf of the board of _____

Date

* Delete where not applicable.

Note

When accounting, taxation or other services are undertaken on behalf of an audit client, information may be provided to members of the audit firm other than those engaged on the audit. In such cases, it may be appropriate for the audit engagement letter to include this or a similar paragraph to indicate that the auditors are not to be treated as having notice, for the purposes of their audit responsibilities, of such information, to make it clear that a company would not be absolved from informing the auditors directly of a material matter.

附件一

核數應聘書樣本

此應聘書格式適合在公司條例下在香港註冊成立之客戶公司之用。惟此應聘書並非全面或適合應用於所有公司，必須配合特有情況所需而作出修改，例如受管轄機構的特別報告要求。

致_____各董事：

此應聘書旨在闡釋本所出任(將出任)*為 貴公司(及附屬公司)*核數師之基準、與及 貴董事和本所之各自職責範圍。

董事和核數師之職責

- 1.1 閣下作為上述公司董事，應負責確保公司記錄及妥善保存帳簿、編製財務報表。該等財務報表須作出真實與公平之反映，並已遵照公司條例編製。閣下亦應按照需要，負責為本所提供貴公司之所有帳簿、記錄及有關資料，包括所有行政人員會議及股東會議記錄。
- 1.2 本所有法定責任向股東報告，根據本所之意見，該等財務報表是否已作出真實與公平之反映，及是否已遵照公司條例妥善編製。本所作出審核意見時，將考慮以下事項，並報告其中未感滿意之處：
 - i. 貴公司是否已妥善記錄及保存帳簿；與及自本所未能親身視察之 貴公司分處接獲足以使本所進行審核之適當報表；
 - ii. 貴公司之資產負債表及損益表所載，是否與帳簿及報表相符；及
 - iii. 本所是否已取得全部認為對進行核數所需之資料及解釋。

此外，本所之核數報告內可能按照實際情況所需，論及若干其他事項。例如，財務報表內未有提供董事酬金或高級職員借貸詳情，根據公司條例規定，本所須於核數報告內透露該等事項。

- 1.3 倘財務報表於任何重要事項上未有遵守適用會計準則之規定，本所有專業責任就此作出報告，除非本所認為在實際情況下有適當理由不遵守該等會計準則。在作出決定該等不遵守會計準則是否有適當理由時，本所會考慮：
 - i. 該等不遵守會計準則是否需要從而令到財務報表作出真實與公平之反映；和
 - ii. 該等不遵守會計準則是否已作出足夠之披露。

核數之範圍

- 2.1 本所將按照香港會計師公會發出之核數準則進行核數工作。倘本所認為有需要，核數工作將包括查核各項交易，和檢定資產與債務之存在、其所有權及估值等情形。本所須對會計與內部管制系統取得瞭解，目的是為評估其是否足以作為編製財務報表之根據，並為證實帳簿有否妥為記錄與保存。本所預期取得足夠有關和可靠之證據，以便從中作出合理之結論。
- 2.2 本所進行核數之性質與範圍，會根據本所對 貴公司會計系統與內部管制系統之評估(倘本所擬信賴內部管制系統)而作適當調整，並可能包括本所認為適合之業務經營之各方面。本所之核數工作不是為發覺 貴公司各系統之重大缺點而編排，惟本所在核數工作過程中發覺這些缺點，而認為 閣下應獲得知會，本所會向 閣下報告。在未得到本所書面許可前，閣下不可向第三者提供這些報告。只會是基於這些報告並非為 貴公司以外的任何人等之利益所編製和本所不會就這些報告而對其他人士負上任何職責或責任的原則下，本所才會給予上述的許可。
- 2.3 本所或會就對財務報表有重大影響之事項，要求 閣下為某些在核數過程中提供給本所之口頭陳詞作出書面確認，此舉乃本所進行核數之正常步驟。就 閣下之陳詞和提供之資料，本所謹此提醒 閣下注意公司條例第 134 條的條文。該條文列明若公司之高級人員誤導核數師，會構成罪行。

- 2.4 為協助本所審核 貴公司之財務報表起見，本所須要求查閱與財務 報表一併發表之所有文件或報告書，其中包括主席報告書、經營和財務檢討與董事局報告書。本所亦有權出席 貴公司的股東大會，並有權收到所有該等會議之開會通告。
- 2.5 保護 貴公司之資產與防範和查明詐騙行為、錯誤和違規行為乃 閣下之責任；惟本所將盡力策劃核數工作，冀能合理地期望可察覺到財務報表或帳簿之重要錯誤陳述(包括被詐騙行為、錯誤或違規行為所引致的重要錯誤陳述)。但是此類審核工作不應被依賴用以揭發所有可能存在之詐騙行為、錯誤和違規行為。
- 2.6 (如適用一見附註)就本所之核數責任而言，對本所非負責核數工作人員提供之資料(例如：有關會計、稅務與其他服務之資料)，不得作為已對本所提供核數資料論。
- 2.7 當本所已提供核數報告後，本所對該年度之財務報表已沒有任何直接責任。惟本所仍然 期望 貴公司會通知本所任何在核數報告簽發日期和股東週年大會日期之期間發生而有可能會影響財務報表之重大事件。

(集團帳目)

3. 按照上文 1.2 段列出之類似條款，本所作為控股公司之核數師須負責就 貴集團帳目作出報告，而 貴集團帳目乃由控股公司與其附屬公司各自之 財務資料組成。倘本所並非 貴集團的附屬公司、合營企業或聯營公司之核數師，則本所為表達 對 貴集團帳目之意見，將須直接與其他有關之核數師聯絡，令本所確信：
- i. 貴集團應用的會計政策在可能的情況下是一致的；
 - ii. 貴集團帳目提供的資料符合公司條例、適用之會計準則與其他對財務報告書陳述方面有影響之法例或非法定要求；和
 - iii. 貴集團帳目內之所有重要帳目審核，均已按本所認為足夠和合理之性質及範圍進行，以便本所能歸納對 貴集團帳目之意見。)*

(其他服務)

4. 貴公司要求本所提供其他服務，包括 . . . 。提供以上服務之條款已另函載述。)*

收費

5. 本所之收費計算標準，乃根據本所合夥人及職員在處理 貴公司事務上所花費之時間、與涉及之技巧及責任程度而定。除非另有協議，本所之收費將按照上述各主要工作種煩分別徵收及包括有關之費用；帳單將於工作期間按時寄上， 貴公司於接獲帳單後應即時繳付。

條款協議

- 6.1 此應聘書一經 貴公司及本所同意，會對以後各次核數任命維持有效，直至此應聘書被取代為止。本所謹請 閣下簽署附上之文本及交回本所，以作為 閣下贊同 此應聘書之條款。倘此應聘書條款與 閣下理解之委任條件不符，則請告知本所。
- (6.2 由於本所應聘為附錄內所列的附屬公司之核數師之應聘條款與此應聘書所載相同，因此 本所將不再另行向各附屬公司董事局呈遞應聘書。本所謹請 閣下向 貴公司 屬下各附屬公司董事局轉達此應聘書複本，並請 閣下確認各董事局均已贊同及確認接受此應聘書條款。)*

謹此

謹上

承_____董事局命，由以下董事簽署以示贊同 及接受此應聘書條款。

_____ (簽署)

_____ (日期)

*若不適用，可刪除。

附註

如核數師同時提供會計、稅務或其他服務時，資料可能提供給予核數師非負責核數工作的職員。在這種情況下，核數應聘書應包括這段或類似的文字以顯示核數師就核數責任而言，該等資料不得作為已對核數師提供核數資料論，以清楚地表示公司不可以避免知會核數師重大事項。

APPENDIX 2

Tax engagement letter

The need for a tax engagement letter

1. A tax engagement letter provides written confirmation of a member's acceptance and scope of his appointment as a client's tax representative to provide taxation services (tax practitioner). If a tax engagement letter is not sent to clients, both new and existing, there is scope for uncertainty about the precise extent of the respective obligations of the client and the tax practitioner in relation to the client's tax affairs.

Contents and form of a tax engagement letter

2. When a tax practitioner prepares tax returns or tax computations for a client, he is acting in an agency capacity. This has an important bearing on his responsibilities.
3. A tax practitioner ensures that every client understands that work can only be undertaken on the basis that the client will supply all relevant information. This is usually best dealt with in a tax engagement letter.
4. A member may undertake services for clients in addition to carrying out his responsibilities as auditor. Some appointments may only require the handling of client's tax affairs and/or the preparation of financial statements. It is recommended that the nature and scope of taxation services should be adequately recorded in a separate tax engagement letter rather than as an add-on to the audit engagement letter.
5. The letter should explain the respective responsibilities of the client and of the tax practitioner in connection with returns of information to the Inland Revenue Department (IRD) in relation to employees, the preparation of taxation computations and the submission of returns of the business, dealing with enquiries from the IRD and agreeing the tax liability with the IRD.

Procedures

6. The agreement of a tax engagement letter is in the interests of both the tax practitioner and the client. Therefore the contents of a tax engagement letter should be discussed and agreed with management (the sole trader, partners or directors as the case may be) before it is sent and preferably before or at the same time as he accepts his appointment.
7. A tax practitioner also considers sending a tax engagement letter to existing clients to whom no similar letter has previously been sent.
8. Where a tax practitioner is engaged by a client that has subsidiaries, it is preferable that a separate letter is sent to the board of directors of each company for which he is acting.
9. A tax practitioner cannot normally treat his client's failure to respond to a tax engagement letter as a binding acceptance of its terms. Accordingly, the letter should include a request to management that they confirm in writing their agreement to the terms of the tax engagement by counter-signing and returning a copy of the letter and every effort should be made to ensure that the client responds. It should be clearly understood that when agreed the tax engagement letter will give rise to contractual obligations and its precise content must therefore be carefully considered. In the case of a company, the tax practitioner requests that the letter of acknowledgement be signed on behalf of the board.

10. Once it has been agreed by the client, a tax engagement letter will, if it so provides, remain effective until it is replaced. However, the tax engagement letter should be reviewed regularly to ensure that it continues to reflect the actual circumstances of the client. If a change has taken place, including a significant change in management, which materially affects the scope or understanding of the appointment, the tax practitioner discusses the matter with management and where appropriate sends a revised tax engagement letter.
11. The following is an example of a tax engagement letter.

An example of a tax engagement letter

Below is an example of a tax engagement letter where a member has been instructed to undertake tax work in addition to his audit appointment. It is not intended to be used in relation to every client, as tax engagement letters must be tailored to specific circumstances.

To the [proprietor/partners/directors]* of

.....

The purpose of this letter is to set out the basis on which we are to act as tax representatives of the [business/partnership/company]* and the respective areas of responsibility of the [business/partners/company]* and of ourselves.

Taxation services

- 1.1 As the taxpayer, you have the primary responsibility to submit a correct and complete tax return, profits tax computation and supporting schedules. Similarly, when any additional information is provided, whether arising out of correspondence with the Inland Revenue Department or otherwise, you are ultimately responsible for ensuring that to the best of your knowledge and belief, after making appropriate enquiries, such information is correct and complete.
- 1.2 We shall be responsible for preparing on your behalf for your consideration and agreement, [your/the firm's/the company's]* tax computation and tax returns and for the proper presentation and disclosure therein of all known relevant facts. We shall then submit the computation and signed returns to the Inland Revenue Department and deal with the agreement thereof [and the allocation of the adjusted profit/loss amongst the partners]** on your behalf. In cases where additional correspondence or information is required this may result in additional fees being charged.
- 1.3 We shall base our computation on the general interpretation and application of the relevant provisions of the Inland Revenue Ordinance prevailing at the time of preparation of the returns. It must be emphasised that in some cases a position has to be taken as regards deductibility or chargeability of particular transactions. These will be fully discussed and decided with you.
- 1.4 In carrying out the above work, we must stress that we shall be dealing with your tax affairs on your behalf as your agent, and on the basis that you make full disclosure to us of all relevant information. There is no requirement for us to, and therefore we shall not, perform any audit or independent verification work on any information provided by you to us for the purposes of preparing the tax return and forwarding it to the Inland Revenue Department [except to the extent required for the statutory audit. Our responsibilities as your auditors are already clearly set out in the audit engagement letter. Our roles as your auditors and your tax representatives are different. Therefore, the appointments should be treated as separate engagements]***. You are responsible for ensuring that the accounting records faithfully reflect the nature of transactions.

[Other assignment eg. tax planning, employer's returns, etc.]**
- 1.5 We shall be pleased to advise on any other taxation matters if requested. These will be regarded as separate assignments.
- 1.6 The Inland Revenue Department has special procedures for the examination of business accounts. Cases which exhibit certain characteristics may trigger a field audit examination or a full investigation by the Inland Revenue Department. These examinations may not be restricted to the books and records of the business.
- 1.7 You will appreciate therefore the necessity of maintaining accurate and complete records of all your business transactions. Once a taxpayer is selected for this in-depth examination a considerable amount of information will be requested by the Inland Revenue Department which may involve us, and you, in substantial additional time and cost, unless the information is readily available.

- 1.8 We should also emphasise that the due date for the submission for your Profits Tax Returns is [1 May/31 July/31 October]**. If the returns are not submitted by this due date, penalties up to three times the tax unpaid may be charged. Therefore, we urge that [the books and records of the business, duly completed to include all transactions of the accounting year/draft financial statements/audited financial statements]*, be made available to us at least months [period to be agreed with the client]** before this due date.

Fees

2. Our fees are computed on the basis of the time spent on your affairs by the partners and our staff, and on the levels of skill and responsibility involved plus out-of-pocket expenses. Unless otherwise agreed, our fees will be charged separately for the basic taxation services described above and any other assignments [each of the main classes of work described above]**, will be billed at appropriate intervals during the course of the year and will be due on presentation.

Agreement of terms

3. Once it has been agreed, this letter will remain effective, from one tax year to another, until it is replaced. We shall be grateful if you could confirm in writing your agreement to the terms of this letter by signing and returning the attached copy, or let us know if they are not in accordance with your understanding of our terms of appointment.

Yours faithfully,

_____ (signed)

Agreed and accepted by

_____ (signed)

_____ (Date)

Footnotes:

* Delete as appropriate.

** Insert as appropriate.

*** Only applicable where the member acts as both auditor and tax representative.

稅務應聘書樣本

以下為一間會計師事務所受客戶委託核數任命外，並負責處理稅務工作時的稅務應聘書 樣本。由於稅務應聘書必須配合特有情況所需，因此並不擬用於所有客戶。

致_____ (公司東主／合夥人／董事)*：

此應聘書旨在闡釋本會計師事務所(以下簡稱“本所”)出任為貴(商行／合夥公司／公司)*稅務代表的基準，與及 貴(商行／合夥公司／公司)*和本所各自的職責範圍。

稅務服務

- 1.1 作為納稅人， 貴公司的基本責任是向稅務局呈報一份正確及完整的報稅表、利得 稅的計算表及有關附表。同時，倘呈報後因稅務局要求或其他原因，還需提交補充資料， 貴公司有絕對責任根據所知所信及查證，確保此等資料是正確和完整的。
- 1.2 本所將以 貴公司的稅務代表身份，負責編製(閣下／貴商號／貴公司)*的應課稅計算表及報稅表，並將一切所知的有關事實在該等計算表及報稅表內適當地列報及披露，以供 貴公司參詳和確定。然後本所將代表 貴公司把該計算表和已簽署的報稅表呈交稅務局，並代表 貴公司處理有關往後與稅務局商討應課稅溢利或虧損(及按經調整後的溢利／虧損分配給各合夥人)**的計算事宜。倘在此過程中需提供額外資料，或導致本所需提供額外服務，本所可能需要收取額外的費用。
- 1.3 在編製報稅表和計算稅項時，本所將依據當時稅務條例的一般解釋及應用準則來辦理。本所 必須強調，在某些情況下， 貴公司需就某些交易是否可獲稅務減免或需要課稅採取立場，本所會就這些 事項與 貴公司詳細討論及決定。
- 1.4 本所必須指出，在進行上述工作時，本所是以 貴公司 的代理人身份處理 貴公司的稅務事宜，以及在 貴公司向本所提供一切有關的資料的基礎上進行。對於任何由 貴公司提供而用作報稅的資料，本所無須進行任何核數或獨立的審查工作(屬於法定 核數範圍者除外，本所作為核數師的責任已詳列於核數應聘書內。核數師和稅務代表各有職責，故此聘任的程序需分別進行)***。 貴公司是有責任確保 貴公司的會計記錄能如實反映各項交易的狀況。

(其他聘任工作，如稅務策劃、僱主填報的報稅表等。)**

- 1.5 如有需要，本所樂意為 貴公司提供其他有關稅務的服務，但這服務需視為另外聘任的工作。
- 1.6 稅務局有特別的程序去審查企業的帳目。過去的事例顯示，某些特別的徵象是會導致稅 務局向企業進行實地審查或全面的稅務調查。這些審查的範圍可能並不局限於調查企業的帳簿及記錄。
- 1.7 由此可見，為 貴公司的所有商業交易編製正確和完整的記錄是必須的。納稅人一旦被稅務局選中作深入審查時，該公司便要提供相當詳盡的資料。除非資料已準備妥當，否則可能 會耗用 貴公司及本所頗多時間和費用。
- 1.8 本所必須同時指出， 貴公司最後呈交利得稅報稅表的日期為(五月一日／七月三十一日／十月三十一日)*。如到期仍未呈報，稅務局便可以徵收高達應繳稅款三倍的罰款。因此，本所敦促 貴公司及早完成編製(企業的帳簿及紀錄，包括本會計年度的全部交易／財務報表 草稿／已審核的財務報表)*，並需於呈交限期前的____個月(與客戶議定)**交給本所辦理。

收費

2. 本所的收費是根據本所的合夥人及職員在處理 貴公司 稅務上所花費的時間、與涉及的技巧及責任程度來釐定。除非另有協議，本所的收費將按照上述基本稅務服務和 其他聘任的工作(其他聘任服務的類別如上所述)** 分別徵收及包括有關之費用，帳單於年內寄上，貴公司於接獲帳單後應即時繳付。

條款協議

3. 此應聘書一經 貴司及本所同意，即為聘任本所為每課稅年度的稅務代表，直至此聘任書被取代為止。本所謹請 閣下簽署附上的文本及交回本所，以作為 貴公司贊同此應聘書的條款。倘此應聘書條款與 貴公司理解的聘任條件不符，則請告知本所。

謹此

_____ 謹上

贊同及接受此應聘書條款：

_____ (簽署)

_____ (日期)

備註：

*請將不適用的部份刪去。

**祇於適當時載入此應聘書內。

***祇適用於兼任核數師的稅務代表。