Revised Ethical Standard 2019
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# ETHICAL STANDARD (2019)

## 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. 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.

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1 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 and Ireland) 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.
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 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.

Other regulators or competent authorities may specify compliance with this Ethical Standard in relation to other types of work.

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

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:

(a) persons with actual knowledge of the engagement as described in the definition of covered persons applicable to an investment circular reporting engagement;  
(b) where required by this Ethical Standard, the firm; and  
(c) the specific transaction, subject matter and subject matter information of such an engagement.

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\(^2\) undertaken during the relevant period as being

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\(^2\) 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.
inconsistent with the objectives of the investment circular reporting engagement, the firm shall not accept or shall withdraw from the investment circular reporting engagement as appropriate.

I8-2 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
I8-3 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.

Independence
I8-4 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.³

Personal Financial Independence
I8-5 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.

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

³ Where such entities are part of a complex group or corporate structure, the reporting accountant considers issues relating to the wider group.
and confidence in the integrity and objectivity of the practitioner in performing the engagement.

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.

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.

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.

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’

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\(^4\) 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.

\(^{115}\) 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**

\(^{116}\) 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 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

\(^{4}\) 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.
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 partners⁵ and all *staff*⁶ 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*.

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.

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.

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⁵ The term ‘partner’ includes any individual with authority to bind the *firm* with respect to the performance of a professional services engagement.

⁶ The term ‘staff’ includes any natural persons whose services are placed at the disposal or under the control of the *firm*. 
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 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.

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; which would compromise the independence of the firm or any covered person.
A2.4 For each engagement, the firm and the engagement partner (in the case of the engagement partner insofar as they are able to do so) shall ensure that the firm’s independence is not compromised as a result of conditions or relationships that would compromise the independence of a network firm (whether or not its work is used in the conduct of the engagement) or an other firm whose work is used in the conduct of the engagement, having regard to the ethical requirements in this Ethical Standard that are relevant to the engagement.

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.

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.

A2.7 All partners and staff of the firm and all other covered persons who become aware of any condition or relationship which could impair the independence of the firm or any covered person shall report the matter to the engagement partner (if known) or (failing that) to the firm’s Ethics Partner/Function, where applicable, or otherwise to the senior management of the firm or those with direct responsibility for the management of the firm’s audit and other public interest assurance business, at the earliest opportunity.

A2.8 The firm 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 firm or any covered person 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 firm and covered persons is not compromised, or to withdraw from the engagement.

A2.9 In relation to an engagement, a firm shall not:
• agree a basis for determining fees, or
Section 4 (4.1 – 4.34)

• have remuneration and evaluation policies for partners and staff,
Section 4 (4.35 – 4.39)

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.

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.

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.

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.7

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, instil 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 and 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:

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7 Monitoring of compliance with ethical requirements will often be performed as part of a broader quality control process. ISQC (UK) 1 (Revised November 2019) ‘Quality Control for Firms that Perform Audits and Reviews of Financial Statements and other Assurance and Related Services Engagements’ establishes requirements in relation to a firm’s responsibilities for its system of quality control for audits.
(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;
- 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’s 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. 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. 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

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8 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.

9 ISQC (UK) 1 (Revised November 2019), paragraph 43, requires firms to establish policies and procedures for dealing with and resolving differences of opinion with those consulted.

10 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.
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’11, 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 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 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. The firm shall report all breaches to the Competent Authority10 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.

1.22 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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11 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.
(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).

Non-involvement in Management Decision-taking

1.23 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.

1.24 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.

1.25 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 1.29). 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

1.26 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.

1.27 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. 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.

Threats to Integrity, Objectivity and Independence

1.28 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 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.

1.29 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,

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12 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.
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
- 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.

1.30 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.

1.31 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.

1.32 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 1.36).

1.33 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\textsuperscript{12} 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*;\textsuperscript{13}

(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.

1.34 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

\textsuperscript{12} 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.
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.

1.35 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 1.37), that existed prior to the current engagement and any known to be in prospect following the current engagement.

1.36 The requirement in paragraph 1.35 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.

1.37 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.

1.38 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

1.39 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.
1.40 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.

1.41 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.

1.42 This Ethical Standard contains certain additional requirements or prohibitions that apply only in the case of engagements for public interest entities (PIEs) or listed entities or in both cases:

- **Public interest entities** only: paragraphs 1.66, 3.10, 3.18, 3.19, 4.15, 4.16, 4.17, 5.40, 5.41.
- **Listed entities** only (including such entities that are PIEs): paragraphs 3.11, 5.52(a), 5.59(a), 5.71, 5.81(a), 5.114, 5.120(a)
- **Listed entities and public interest entities**: paragraphs 1.58, 3.20, 3.21, 4.18, 4.23, 4.27

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.

1.43 The firm shall establish policies and procedures which set out the circumstances in which those additional requirements listed in paragraph 1.42 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.

1.44 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.

1.45 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.

1.46 Where an objective, reasonable and informed third party would regard ceasing to act 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

1.47 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 in accordance with supporting ethical provision 2.4 of this Ethical Standard.

1.48 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 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 Control Review

1.49 Requirements for engagement quality control review are established in ISQC (UK) 1 (Revised November 2019) and where applicable ISA (UK) 220 (Revised November 2019).

Overall Conclusion

1.50 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.

1.51 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.

1.52 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

14 For an audit, ISA (UK) 600 (Revised November 2019) ‘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.

15 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.
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.

1.53 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

1.54 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.

1.55 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.16

1.56 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.

1.57 Communications between the firm and those charged with the governance of each entity relevant to the engagement and, in the case of an investment

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16 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.
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.

1.58 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.

1.59 The most appropriate time for these final written confirmations of independence is usually at the conclusion of the engagement.

1.60 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.

1.61 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\textsuperscript{17}. 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.

1.62 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**

1.63 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.

1.64 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.

1.65 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;

1.66 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 1.65 above, the following:

(a) whether it complies with the requirements of Regulations 79\textsuperscript{18} and 80\textsuperscript{19} of The Statutory Auditors and Third Country Auditors (Amendment) (EU Exit) Regulations 2019 (SI 2019/177);

(b) whether the conditions of Regulation 91\textsuperscript{20} 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.

\textsuperscript{17} When considering how to present this analysis of fees, the auditor takes account of any applicable legislation.

\textsuperscript{18} See paragraphs 4.5, 4.6 and 4.15 – 4.17 of this Ethical Standard.

\textsuperscript{19} See paragraphs 5.40 – 5.42 of this Ethical Standard.

\textsuperscript{20} See paragraphs 3.9, 3.10, 3.18, 3.19 of this Ethical Standard.
1.67 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.

1.68 Matters to be documented\(^{21}\) 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; and
- communication with those charged with governance and, where applicable, any other persons or entities the firm is instructed to advise.

**Effective Date**

1.69 This Ethical Standard becomes effective on 15 March 2020, except for paragraph 5.42 which, applies to periods commencing on or after 15 December 2020.

1.70 *Firms* may complete engagements relating to periods commencing before 15 March 2020 in accordance with existing ethical standards, putting in place any necessary changes in the subsequent engagement period.

1.71 Engagements to provide previously permitted non-audit or additional services, entered into before 15 March 2020, 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.

1.72 The extended cooling in period required by Appendix B (b) (h) relating to the provision of services relating to internal audit does not have retrospective application.

\(^{21}\) The necessary working papers can be combined with those prepared pursuant to paragraph 24 of ISA (UK) 220 (Revised November 2019) ‘Quality Control for an Audit of Financial Statements’, which requires that: “The auditor shall include in the audit documentation conclusions on compliance with independence requirements that apply to the audit engagement, and any relevant discussions with the firm that support these conclusions.”
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.

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, an open-ended investment company, managed funds such as pensions or life insurance or other similar investment schemes with diversified investments, diversified investors and independent investment managers.

2.3 For an engagement, save where otherwise required when the circumstances in paragraphs 2.6, 2.8, 2.10, 2.16 and 2.18 apply, and always subject to the prohibitions on holding financial interests set out in paragraph 2.4, the firm, each partner in the firm, each covered person and any persons closely associated with any such partner or covered person, shall not hold:

(a) any direct financial interest in an entity relevant to the engagement or an affiliate of such an entity; or

(b) any indirect financial interest in an entity relevant to the engagement or an affiliate of such an entity, that is material to the firm, or the person or the intermediary; or

(c) any other indirect financial interest in an entity relevant to the engagement or an affiliate of such an entity, where the person holding it has both:

(i) the ability to influence the investment decisions of the intermediary; and
(ii) actual knowledge of the existence of the underlying holding of a direct financial interest by the intermediary.

2.4 The firm, each of the firm’s key audit partners and each of the firm’s directly involved covered persons for any engagement, and any persons closely associated with the firm or any such partner or covered person, shall not:

(a) hold any material financial interest (other than an indirect financial interest held through a diversified collective investment scheme) in, or engage in any transaction in, any financial instrument of any entity relevant to an engagement in the area of activity in which they (or in the case of a person closely associated, the area of activity in which the firm, key audit partner or covered person with whom they are closely associated) are involved relating to engagements; or

(b) hold any financial interest, other than an indirect financial interest held through a diversified collective investment scheme, in:

(i) any entity relevant to an engagement for which they are a directly involved covered person; 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, or may be generally perceived as causing, a conflict of interest;

or, if a person holds such a financial interest, they shall be excluded from any role by virtue of which they would be a covered person for any such engagement.

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 prohibited in accordance with paragraph 2.4, 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

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22 In relation to a key audit partner or other covered person, or a person closely associated with such a partner or covered person, any engagements for which the covered person is a directly involved covered person and any other engagements, in relation to which the engagement partner practices in the same office or business unit as the covered person.
Financial Reporting Council

• 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 relevant partner or other person referred to in paragraph 2.4 has close working contacts 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 are to be treated as indirect financial interests. Such interests can therefore 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 Except where prohibited in accordance with paragraph 2.4, for the purposes of paragraph 2.3, 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 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 1.54 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 (a) in circumstances other than those contemplated in paragraphs 2.10, either:

• the entire financial interest is disposed of; or

• where only a material holding is not 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, they are excluded from any role by virtue of which they would be a covered person; and, where the holding or transaction is not permitted in accordance with paragraph 2.4 (a) they are excluded from any role by virtue of which they would be operating in their area of activity relating to engagements that encompasses any engagements for entities in which the financial interests were held, or in whose financial instruments the person engaged in transactions. 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 they would not be permitted to hold the financial interests in accordance with paragraph 2.4, dispose of those financial interests prior to the person joining the *firm*;

(ii) Where they would not be permitted to hold the financial interests in accordance with paragraph 2.3, dispose of those financial interests 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 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 not disposed of prior to, or immediately when, the person joins the *firm*, financial interests that the person would not be permitted to hold in accordance with paragraph 2.3 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 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 1.28 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 2.4(b), 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 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 2.4 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 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 is not 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
- 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 2.4.

A trustee interest is not 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 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

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23 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 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:

(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;

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 2.4 shall not have a business or other relationship with any entity relevant to an engagement within the period referred to 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 requirements24 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,

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24 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.
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.25

Employment Relationships

2.34 Persons or firms referred to in paragraph 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.

25 For companies, competition authorities have generally treated a 15% shareholding as sufficient to provide a material ability to influence policy.
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; when the role to be filled in an entity relevant to an engagement has no line management or management responsibilities; for a period of no longer than three months; 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

(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

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26 Or no longer than six months for a staff member from a national audit agency employed on a training contract.
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\footnote{SI 2016/649 The Statutory Auditors and Third Country Auditors Regulations 2016, Schedule 1, paragraph 7.}, a natural person appointed as a \textit{statutory auditor} or \textit{key audit partner} for an entity subject to a \textit{statutory audit} shall not take up:

(a) any \textit{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 \textit{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 \textit{statutory auditor} or \textit{key audit partner} in connection with the \textit{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 \textit{statutory audit}. Should a partner or other \textit{covered person} join an entity \textit{relevant to an engagement}, threats to integrity, objectivity and independence may arise that a \textit{firm} will need to address. Such threats may also exist where a former partner or other \textit{covered person} is employed by an entity that the \textit{firm} is considering accepting an \textit{engagement} for.

2.45 Where a partner\footnote{‘Partner’ includes any individual with authority to bind the \textit{firm} with respect to the performance of a professional services engagement.}, or another person (including a person whose services are at the disposal or under the control of the \textit{firm}) who is personally approved as a \textit{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 \textit{key management position} with an entity \textit{relevant to an engagement}, having previously been a \textit{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 \textit{firm} shall resign from the \textit{engagement} where possible under applicable law or regulation\footnote{The timing of the \textit{audit firm}’s resignation as auditor is determined in accordance with paragraph 1.46 of this Ethical Standard.} and not accept an other \textit{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.

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.30

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 officer31 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, but 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, who shall evaluate whether the relationship would compromise independence. If

30 For example, in the case of limited companies and certain other organisations, section 1214 of the Companies Act 2006 contains detailed provisions.

31 As defined in Section 1173 of the Companies Act 2006 as including a director, manager or secretary.
the engagement partner concludes that independence may be compromised, they shall consult with the Ethics 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.
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.

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.

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).

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.

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

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. 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 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.

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32 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.
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.

3.5 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 control review of the engagement in question.

3.6 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 3.5, 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 1.54 – 1.62 of this Ethical Standard.

3.7 The firm’s policies and procedures set out whether there are circumstances in which the engagement partners, engagement quality control 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 3.11, as described in paragraph 1.49 of this Ethical Standard.

3.8 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

3.9 The requirements for audit firm rotation, are set out in legislation. 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

3.10 Save where the circumstances in paragraphs 3.14 and 3.15 apply, the key audit partners responsible for carrying out a statutory audit of a public interest entity shall cease their participation in the statutory audit

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33 Sections 491 and 491A of the Companies Act 2006.
34 For an audit, the engagement partner is a key audit partner.
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.

3.11 In the case of **listed entities**, save where the circumstances contemplated in paragraph 3.14 and 3.15 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 rotation, 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.

3.12 The roles that constitute participating in an **engagement** for the purposes of paragraph 3.11(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**.

3.13 Where an **engagement 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.

3.14 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**.
3.15 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 control reviewer or a partner with relevant expertise, who is not involved in the engagement.

3.16 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.

3.17 In the case of joint 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 Control Reviewers and Other Key Partners Involved in the Engagement**

3.18 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.

3.19 For an audit of a public interest entity, the audit firm shall be able to demonstrate to the competent authority\(^{35}\) that such mechanism is effectively applied and adapted to the scale and the complexity of the activity of the audit firm.

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\(^{35}\) The competent authority for this purpose is the Financial Reporting Council.
3.20 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 control reviewer or a key partner involved in the engagement for a period longer than seven years;

(b) where an engagement quality control 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 control 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 control 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

3.21 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.

3.22 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.

3.23 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.
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 1.6.2 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, its UK parent undertaking and any worldwide controlled undertaking shall not be contingent fees.

4.6 Contingent fees are fees calculated on a predetermined basis relating to the outcome or result of a transaction, or other event, or the result of the work performed. Additional or supplementary fees paid over and above an agreed engagement fee, which do not cover the cost of additional work, but reward an outcome which was not agreed at the time of the engagement letter are also, for the purposes of this Ethical Standard, contingent fees. Fees shall not be regarded as being contingent if a court, competent authority, or other public authority has established them.

4.7 A contingent fee basis 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.

4.8 Contingent fee arrangements in respect of engagements create self-interest threats to the integrity and objectivity of the firm and covered persons that are so significant that they cannot be eliminated or reduced to a level where independence would not be compromised.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.
4.15 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\(^\text{36}\) 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\(^\text{36}\) 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.

4.16 For the purposes of the limits specified in paragraph 4.15 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.

4.17 Upon a request by the audit firm, on an exceptional basis, the competent authority\(^\text{37}\) may allow that audit firm to be exempt from the requirements in paragraph 4.15 in respect of an audited entity that is a public interest entity for a period not exceeding two financial years.

4.18 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.

\(^{36}\) This requirement does not apply retrospectively. The cap is based on average audit fees for the three consecutive financial periods following the appointment of a new auditor for periods beginning on or after 17 June 2016, the cap will apply from the fourth financial period of that engagement.

\(^{37}\) The competent authority for this purpose is the Financial Reporting Council.
4.19 Where the firm and/or members of its network provide services to a group, the requirement in paragraph 4.18 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.

4.20 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
- 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 1.54 and 1.58 of this Ethical Standard.

4.21 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, as described in paragraph 1.49 of this Ethical Standard.

4.22 Paragraphs 4.23 to 4.34 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).

4.23 Where it is expected that the total fees for services receivable from a public interest entity or other listed entity and its subsidiaries relevant
to a recurring engagement by the firm to regularly exceed 10% 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.

4.24 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 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.

4.25 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.

4.26 Paragraphs 4.23 and 4.24 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.

4.27 Where it is expected that the total fees for services receivable from a public interest entity or other listed entity and its subsidiaries 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.

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38 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.

39 In the case of a sole practitioner, annual fee income of the firm includes all earned income received by the individual.
4.28 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.

4.29 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 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.

4.30 Such safeguards might include:
- taking steps to reduce the other work to be undertaken and therefore the fees earned from the entity;
- applying independent internal quality control reviews.

4.31 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 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.

4.32 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.

4.33 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.

4.34 Where the circumstances described in paragraph 4.33 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

4.35 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.

4.36 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.

4.37 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.

4.38 The last sentence of paragraph 4.36 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.

4.39 The policies and procedures required for compliance with paragraph 4.36 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

4.40 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.

4.41 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.

4.42 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.

4.43 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.

4.44 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.

4.45 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

4.46 Paragraphs 4.47 and 4.48 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.

4.47 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.

4.48 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 5.43 to 5.127 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.

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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40 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 7.
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 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; or

- another entity where the subject matter of the engagement includes the audited entity and/or its significant affiliates;

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

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

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41 This does not include accounting services.

42 For example, where an engagement is undertaken to assist in the preparation of listing particulars for a company acquiring the audited entity
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, complying with the procedural and reporting requirements of regulators, such as requirements relating to the audit of the client’s internal controls and reports in accordance with Section 714 of the Companies Act 2006).

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. 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.

43 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. 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;

- The staff from the entity relevant to the engagement who would be
  involved in the non-audit / additional service.

44 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.

45 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.

46 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.
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.

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 1.24 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 1.33 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 1.29 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 1.45-1.52 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 1.24 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 1.50 of this Ethical Standard.

(b) The engagement quality control 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 paragraphs 35-44 of ISQC (UK) 1, and paragraphs 20-21 of 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 1.54 and 1.58 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.

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 are likely to be facilitated 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 any significant judgments concerning:

- threats identified;
- safeguards adopted and the reasons why they are considered to be effective; and
- 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 are clearly insignificant and, as a consequence, safeguards need not be applied. However, such services provided to public interest entities, other than those required by national legislation, are still subject to the 70% cap (see paragraphs 4.15 and 4.16) 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 information47 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’ associates48. 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

47 This does not include accounting services.
48 See Appendix A.
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.

- 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 or prospectus;
  - services, including private reporting, that are customarily performed by the reporting accountant to support statements and disclosures made by the directors, in a prospectus or 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 5B - 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 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:

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;

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49 In accordance with this Ethical Standard and Schedule 1 to the Statutory Auditors and Third Country Auditors Regulations 2016.
Financial Reporting Council

- 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;
- Reporting on internal financial controls when required by law or regulation;
- Reporting on the iXBRL tagging of financial statements in accordance with the European Single Electronic Format for annual financial reports;
- 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 an 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**

- 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;
- 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;

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50 An *Other Entity of Public Interest* is not subject to the 70% non-audit services cap.
• 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.

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)\textsuperscript{51}. 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 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\textsuperscript{51b} shall follow the requirements in paragraphs 5.40-5.41.

SECTION 5C - Approach to Non-audit / Additional Services Provided in any Statutory Audit Engagement

5.43 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

5.44 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.

\textsuperscript{51} For convenience this listing is reproduced at Appendix B of this Ethical Standard – in this Ethical Standard and extended cooling period has been added for internal audit (h) to sub paragraph (b).

\textsuperscript{51b} Entities which are Other Entities of Public Interest will be confirmed once Sir Donald Brydon has issued his report on the Quality and Effectiveness of Audit.
5.45 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.

5.46 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

5.47 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.

5.48 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.

5.49 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.

5.50 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.

Valuation Services

5.51 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.

5.52 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.

5.53 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.

5.54 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 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.

5.55 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 1.43 of this Ethical Standard.

5.56 In circumstances where the firm is designated by legislation or regulation as being required to carry out a valuation the restrictions in paragraph 5.52 do not apply. In such circumstances, the engagement partner applies appropriate safeguards to reduce threats to integrity, objectivity and independence to a level where independence is not compromised.

52 The auditor is not required to prepare valuation reports required by s.593 of the Companies Act 2006
5.57 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.

5.58 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

5.59 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.

5.60 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.

5.61 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.

5.62 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.

5.63 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 1.43 of this Ethical Standard.

**Tax Services**

5.64 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.

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.

5.66 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.

5.66 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.
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.

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.

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.

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'.

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.

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.

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
appropriate safeguards are applied.

5.74 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 1.43 of this Ethical Standard.

5.75 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.

5.76 Supporting ethical provision A2.3, requires that a firm does not accept, continue or carry out an engagement if there is any threat of advocacy which would compromise the independence of the firm or covered persons. Where the tax services to be provided by the firm include representing the entity in any negotiations or proceedings involving the tax authorities, advocacy threats to the integrity, objectivity and independence of the firm and covered persons may arise.

5.77 The meaning of an ‘advocacy threat’ is described in paragraph 1.29 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.

5.78 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.

5.79 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.

5.80 If the firm withdraws from providing tax services for the reasons described in paragraph 5.79, 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

5.81 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.

5.82 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 1.43 of this Ethical Standard.

Legal Services

5.83 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 which is material to the amounts to be included or the disclosures to be made in the financial statements, or in other subject matter information or subject matter of the engagement.

5.84 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 in the resolution of a dispute or litigation which is material to the amounts recognised or disclosed in the financial statements or other subject matter information or subject matter of the engagement.

Recruitment and Remuneration Services

5.85 The firm 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.

5.86 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.
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 1.54 to 1.62).

Corporate Finance Services

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.

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.

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.

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.

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 1.54 to 1.62 of this Ethical Standard.

5.93 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; or

(b) 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.

5.94 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.

5.95 Where the firm acts as a sponsor under the Listing Rules, 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.

5.96 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 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.

5.97 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.

53 The Financial Conduct Authority’s publication the ‘Listing Rules’.
In such circumstances, the engagement partner establishes appropriate safeguards.

**Transaction Related Services**

5.98 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 prospectuses and other *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).

5.99 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.

5.100 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*.

5.101 **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.

5.102 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.

5.103 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

5.104 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.

5.105 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.

5.106 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.

5.107 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 1.24 of this Ethical Standard.

5.108 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.

5.109 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.

5.110 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.

5.111 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.

5.112 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').

5.113 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.

5.114 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.

5.115 Except to the extent identified in paragraph 5.114, 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.

5.116 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 1.43 of this Ethical Standard.

**Accounting Services**

5.117 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.
5.118 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.

5.119 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.

5.120 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.

5.121 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*.

5.122 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*. 
5.123 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 1.43 of this Ethical Standard.

5.124 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.

5.125 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.

5.126 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.

5.127 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:

(a) 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;
(b) where group accounts are produced, any group that qualifies as small under Section 383 of the Companies Act 2006;
(c) 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;
(d) any pension fund with less than 100 members (including active, deferred and pensioner members)\textsuperscript{54};
(e) 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;
(f) any credit union which is a mutually owned 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;
(g) 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;
(h) any registered social landlord with less than 250 units; and
(i) 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 4.31 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 ISQC (UK) 1 (Revised November 2019)\textsuperscript{55} to include a random selection of audit engagements where non-audit services have been

\textsuperscript{54} 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.

\textsuperscript{55} ISQC (UK) 1 (Revised November 2019) 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.
provided. Particular attention is given to ensuring that there is documentary
evidence that ‘informed management’ has made such judgments and
decisions 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 ISQC (UK) 1 and ISA (UK)
220 (Revised November 2019), 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:

(a) 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 5.79 (tax services that involve acting as an advocate) and
5.106(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,

(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

<table>
<thead>
<tr>
<th>Service</th>
<th>Current year</th>
<th>Prior year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit of company</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Audit of subsidiaries</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Total audit</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Audit related assurance services(^{56})</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Other assurance services(^{57})(^{58})</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Total assurance services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Tax compliance services (i.e. related to assistance with corporate tax returns)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Tax advisory services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Services relating to taxation</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Internal audit services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Services related to corporate finance transactions not covered above</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Other non-audit services not covered above</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Total other non-audit services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Total non-audit services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Total fees</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Occupational pension scheme audits</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Non-audit services in respect of the audited entity provided to a third party(^{59}).</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Disclosures required under UK company legislation\(^{60}\) are indicated by those categories in bold type above. Fuller information can be provided by companies if desired.

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\(^{56}\) This will, and will only, include those services which are identified as audit related services in paragraph 5.36 of this Ethical Standard.

\(^{57}\) This will not include any tax or internal audit services.

\(^{58}\) The definition of an assurance engagement is provided in the Glossary of Terms.

\(^{59}\) 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 5.7 of this Ethical Standard).

\(^{60}\) 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 UK or EU parent 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; 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. 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.

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

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61 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.

62 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.
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. Triviality will be a matter for the judgment of the auditor, and of the audit committee, in both quantitative and qualitative terms.

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 out 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 in the agreed scope of the engagement;
• when there is a material change 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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63 In the context of that engagement and the fee for that engagement.
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