



# Companies House Electronic Filing Service credit account application

**Please note: Some fields are Mandatory. Form will be returned if not completed.**  
Please complete online, print out, sign and return form to address in section 12.  
If completing by hand please use black ink in BLOCK CAPS.

<b>for official use only</b>					
account no:				date rec'd fin:	
db ud:	access		admin	QSP	sign on:
letter sent:				proposed CL:	
suspend off:				sin:	
contract refs:				password:	
refs:	CCN		trade refs	finance dept. approval:	
promotion code:				authorised by:	

## 1 Presenters details (Mandatory)

company/LLP name

company/LLP registered no. (if appropriate)

## 2 Trading status (Mandatory)

private limited company

partnership

public limited company

unlimited company

sole trader

public sector

other (please specify):

LLP

number of years in business:

main business activity:

annual turnover:

number of employees:



**9 Please supply 2 trade references if NOT applying as an individual: (Mandatory)**

<b>1</b>	contact name	
	company name	
	address	
		postcode
	telephone	email
<b>2</b>	contact name	
	company name	
	address	
		postcode
	telephone	email

**10 Expected value of monthly business**

**Please supply an email address to be used for service updates, and within Software Filing for processing (80 characters maximum) (Mandatory)**

**12 Payment Options**

- Credit / Debit card
- Online Credit Account - for presenters filing 10 or more Annual Returns) P.A.

Easiest way to pay your account is by Direct Debit - please complete the direct debit form attached to this file. Invoices are sent out at the beginning of each month, for payment at the end of that month.

I apply to become a subscriber to the Companies House Electronic Filing Service.  
I have read and I accept the terms and conditions provided.

**Authorised Signature: (Mandatory)**

**Date:**

Your personal details supplied on this form will be held by Companies House in accordance with current laws on data protection, for the purpose of providing the service you have requested. By signing this application form you agree you may be sent information about Companies House and its products and services, If you do not wish to give this consent, please write to Companies House at the address below. we will not send or pass your customer details on to any third party.

**Please return to: Companies House Finance Section, Companies House, Crown Way, Cardiff CF14 3UZ**

If you require any further information or assistance on Companies House Software Filing or Webfiling services, please contact the Companies House Contact Centre on **0303 1234 500** (Mon – Fri 8.30am – 18.00pm) or email **enquires@companieshouse.gov.uk**

**13 If you do not wish the information provided by you on this form, or on previous applications, to be used to inform you about Companies House products and services please tick this box.**

# Electronic Filing Service Credit Account terms and conditions

## 1. Definitions

In these Terms and Conditions and the application for an Electronic Filing Services Credit Account the following terms have the following meanings:

"Companies House" means (i) the Registrar of Companies in England and Wales, (ii) the Registrar of Companies in Scotland or (iii) the Registrar of Companies in Northern Ireland as the circumstances require;

"Customer" means a person whose application for an on Electronic Filing Services Credit Account has been approved by Companies House in accordance with these Terms and Conditions;

"Software Filing" means the Software Filing service provided by Companies House enabling presenters in satisfaction of statutory requirements to submit documents to Companies House by electronic communication using an intermediary software package;

"Minimum Level of Usage" means the minimum level of usage of an Electronic Filing Services Credit Account as stipulated from time to time by Companies House, such stipulation being published on Companies House Website;

"Electronic Filing Services Credit Account" means the Customer's credit account for Web-Filing or Software Filing;

"Presenter Authentication Code" means the code allocated from time to time by Companies House in accordance with paragraph 5 of these Terms and Conditions;

"Presenter Identifier" means the identifier allocated by Companies House in accordance with paragraph 5 of these Terms and Conditions;

"these Terms and Conditions" means the terms and conditions set out herein, as varied from time to time in accordance with paragraph 8 below;

"Web-Filing" means the web-filing service provided by Companies House enabling presenters in satisfaction of statutory requirements to submit documents to Companies House by electronic communication via the Companies House website.

## 2. Application for an Electronic Filing Services Credit Account

2.1 A person's application for an Electronic Filing Services Credit Account shall be subject to Companies House approval and upon these Terms and Conditions.

2.2 Companies House may, in its discretion, approve or reject an application for an Electronic Filing Services Credit Account

2.3 Companies House will notify the Customer in writing as to whether or not the Customer's application has been approved

## 3. Assessing the Application

3.1 In assessing an application for an Electronic Filing Services Credit Account Companies House may carry out such credit checks and/or require such references as it deems appropriate.

3.2 When deciding whether to approve an application for such an account Companies House may take into account the anticipated level of usage of the proposed Electronic Filing Services Credit Account.

## 4. Credit Limits

If Companies House approves an application for an Electronic Filing Services Credit Account, Companies House may set such credit limit as it deems appropriate and may vary that credit limit from time to time as it deems appropriate.

## 5. Presenter Identifier and Presenter Authentication Code

5.1 If the Customer's application is approved, Companies House will allocate a Presenter Identifier and Presenter Authentication Code to the Customer for use when charging amounts to the Customer's Electronic Filing Services Credit Account.

5.2 The allocated Presenter Authentication Code can be changed by requesting Companies House to allocate a new code to the Customer.

5.3 If Companies House has reason to believe the Presenter Authentication Code or Presenter Identifier have been discovered and/or used by a person without the knowledge, consent or permission, express or implied of the Customer, and on such occasion as Companies House may deem reasonably necessary, Companies House may withdraw the Presenter Authentication Code and allocate replacement(s) to the Customer.

5.4 Companies House may withdraw any of the Presenter Authentication Code where in its opinion there are reasonable grounds for believing the Presenter has not complied or is not complying with these Terms and Conditions.

5.5 Companies House may reveal or disclose the Presenter Authentication Code and Presenter Identifier in addition to the Customer name, address and telephone number of a Customer to any person to satisfy the legal demand of a government body, court of law or other competent tribunal or as required by any applicable law, rule or regulation.

5.6 The Presenter Authentication Code and Presenter Identifier allocated to the Customer by Companies House are confidential and personal to the Customer and it is the Customer's responsibility to keep its Presenter Authentication Code and Presenter Identifier safeguarded.

5.7 The Customer undertakes to use the Presenter Authentication Code and Presenter Identifier in accordance with these Terms and Conditions.

5.8 The Customer shall notify Companies House immediately if it suspects that a person has discovered or is making use of the Presenter Authentication Code or Presenter Identifier without the consent or permission of the Customer.

5.9 The Customer shall be responsible, subject to due notification in accordance with paragraph 5.8 above, for all amounts charged to the Customer's Electronic Filing Services Credit Account using the Presenter Authentication Code and Presenter Identifier.

## 6. Payment

6.1 The Customer shall pay to Companies House all applicable fees in respect of submission of documents to Companies House via Web-Filing and Software Filing.

6.2 Where an Electronic Filing Services Credit Account has been approved for the Customer, any fees in respect of the submission of documents to Companies House via Web-Filing or Software Filing shall, subject to the credit limits on the account and of the other terms of these Terms and Conditions, be charged to the Customer's Electronic Filing Credit Account, save for any such fees for Web-Filing paid for by the Customer via the credit card payment facility on Web-Filing.

6.3 Each time the Customer wants to charge an amount to its Electronic Filing Services Credit Account it must submit to Companies House via Web-Filing or Software Filing the Presenter Identifier and Presenter Authentication Code allocated to the Customer by Companies House. If the Presenter Identifier and Presenter Authentication Code information submitted by the Customer do not mirror that held for that Customer by Companies House the Customer will not be able to charge the relevant amount to its Electronic Filing Services Credit Account.

6.4 All sums charged to the Customer's Electronic Filing Services Credit Account shall be paid by the Customer by the end of the calendar month following submission of the relevant document to Companies House via Web-Filing or Software Filing.

6.5 All sums due to Companies House on the Customer's Electronic Filing Services Credit Account shall be invoiced to the Customer monthly or at such other intervals and in such form and manner as Companies House shall deem appropriate.

6.6 All sums due shall be payable by the Customer in pounds sterling or euros (unless otherwise agreed by Companies House).

6.7 Payment of all sums due shall be made by the Customer in full by cheque or by such other method as Companies House may specify from time to time.

## 7. Termination/Suspension

7.1 Companies House reserves the right at its discretion and without prior written notice to terminate or suspend availability of the Customer's Electronic Filing Services Credit Account and will notify the Customer in writing of any such termination or suspension.

7.2 Without prejudice to the generality of the above Companies House shall have the right to forthwith terminate or suspend the Customer's Electronic Filing Services Credit Account if:

7.2.1 the Customer fails to make a payment when it becomes due in relation to the Electronic Filing Services Credit Account or any other account or arrangement with Companies House; or

7.2.2 an interim order is made or a voluntary arrangement approved or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if a receiver or trustee is appointed to the Customer's estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the Customer's assets or undertakings or a resolution or a petition to wind up the Customer is passed or presented or if any circumstances arise which entitle a Court or a creditor to appoint a receiver, administrator or present a winding up petition or make a winding up order; or

7.2.3 the level of usage of the Customer's Electronic Filing Services Credit Account is below the Minimum Level of Usage.

7.3 Any exercise by Companies House of its right of suspension shall not exclude its rights subsequently to terminate the Customer's Electronic Filing Services Credit Account.

7.4 Upon termination or suspension of the Customer's Electronic Filing Services Credit Account howsoever arising the following provisions shall apply:

7.4.1 termination or suspension shall not prejudice or affect any right or remedy which shall have accrued or shall thereafter accrue to the Customer or Companies House

7.4.2 outstanding invoices and invoices raised after termination or suspension in relation to the Customer's Electronic Filing Services Credit Account shall continue to be paid in accordance with these Terms and Conditions

## 8. Variation of Terms and Conditions

Companies House may vary these Terms and Conditions and if Companies House sends the Customer a revised version of these Terms and Conditions together with a notice stating when such revised terms will come into force and the Customer continues to make use of the Electronic Filing Services Credit Account after such date, then the Customer will be deemed to have accepted such revised terms with effect from such date.

## 9. Service of Notices etc

9.1 Any notice, invoice or other documents which may be given by Companies House under these Terms and Conditions shall be deemed to have been duly given if left at or sent by post or fax to an address notified to Companies House in writing by the Customer as an address to which notices, invoices or other documents may be sent, or the Customer's usual or last known place of abode or business or, if the Customer is a limited company, its registered office. Companies House address for the service of any notice by the Customer under these Terms and Conditions shall be such address as is shown on the last invoice rendered to the Customer or such address as Companies House may prescribe for that purpose. Any such communication shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of post or fax.

9.2 If the Customer consents in writing Companies House may (but shall not be obliged to) send invoices to the Customer by electronic mail to an e-mail address notified in writing to Companies House by the Customer. Any invoice so sent shall be deemed delivered at the time the e-mail is received at the Customer's e-mail address.

## 10. No Waiver

Failure by either party to exercise and enforce any rights conferred by these Terms and Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any right on any later occasion.

## **Privacy Notice for Credit and Non-credit Customers**

Companies House takes your privacy seriously and will only use your personal information to administer your account and to provide the services you have requested from us in line with the contract signed by both parties. The controller for the personal data processed by Companies House is the Registrar. This means it is the Registrar who decides why and how your data is processed.

Your personal information will not be used for automatic decision making (making decisions solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

We will share your data, including names & addresses and bank details with relevant third party processors, such as banks, in order to facilitate transactions relating to the agreement between our organisations.

We will ensure that your details held on our systems are secure and can be updated only by explicit instruction from the designated account holder received from an authorised email address established on our systems when the application is approved, or subsequently amended.

Your details will be retained on our systems to enable you to continue to receive our services. We will also retain your details for six years after you unsubscribe from our services in line with HMRC rules.

The General Data Protection Regulation (GDPR) provides certain rights that individuals may exercise in respect of their own personal data. If you would like to exercise any of the rights in the GDPR, in respect of personal data you have submitted to Companies House, please contact the Data Protection Officer (DPO) using the contact details below. Please note that there may be some circumstances in which your request cannot be complied with – for instance if we have a legal obligation to keep data, or to process it in a particular way. All requests to exercise GDPR rights will be handled on a case by case basis.

If you are dissatisfied with the way we are managing your personal data, please let us know in the first instance by writing to the Data Protection Officer at [dpo@companieshouse.gov.uk](mailto:dpo@companieshouse.gov.uk).

You may also raise your concerns, at any time with the Information Commissioners Office. For information on how to do this please visit - <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

