Companies House Electronic Filing Service

Application to Register as a Lender for Filing Electronic Charge Documents

Please complete the form, print it, sign it and return it to: Finance Section, Companies House, Crown Way, Cardiff CF14 3UZ.

If completing by hand, please use BLOCK CAPITALS

1 Presenter's Details	
Company, LLP or Person's Name	
If the presenter's name is for a company or LLP, please enter the company or LLP's registered number	
If you already have a presenter ID for the presenter's name supplied above, please enter it here	
2 Customer Contact Details	
<u>T</u> itle	Job Title
Forename(s)	Department
Surname	
Address	
Postcode	Telephone
Email address	
3 Email address for service updates	
Please supply an email address which can be used for service update (Maximum of 80 characters)	es and also for receiving electronic messages via Software Filing.



4 Payment by credit account

You may pay to file chargeable documents by account, credit/debit card or PayPal. You may apply for an online credit account only if you intend to file at least 10 chargeable documents a year. If you wish to pay by account, please complete this section. If you wish to pay by any other means, please go to section 5.

Credit accounts are opened and operated subject to the terms set out on the back of this form. In applying for credit, you agree to be bound

by these terms if your application is accepted. Public limited company Private limited company Partnership Unlimited company LLP Sole trader Public sector Other (please specify): Number of years in business ______ Main business activity _____ Number of employees — Annual turnover -Expected value of monthly business: Are you an existing Companies-House customer? If you have answered "yes" to the question above, please provide details: Companies House Direct account number: account number: _____ Postal search account number: _____ Directory products (customer services) Other (please specify) account number: Please supply two trade references. Note: if you are applying as an individual rather than an organisation, you need not provide trade references. Contact name Company name Address Postcode Telephone email address Contact name Company name Address Postcode Telephone Email address You will receive an email from us when your latest invoice is available. Please supply an email address to be used for this purpose. If possible, please select an email address which can be accessed by more than one person.



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Signature:	
Date	

Please return this form to: Companies House, Finance Section, Companies House, Crown Way, Cardiff CF14 3UZ.

Following receipt of this form, Companies House will create three codes for you: a presenter ID, presenter authentication code and a lender authentication code. These will be sent to you in two separate letters posted to the address you have supplied on this form. You will be required to use these codes when filing charge documents electronically. Further details on the electronic services can be found on our website: www.companieshouse.gov.uk.

for offical use	e only				
Account no					Date Rec'd Fin:
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Letter sent:		·			Proposed CL:
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Contract					Password:
Refs:	CCN		Trade Re	efs	Finance Dept:
Promotional Co	ode:				Authorised by:

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

"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 para-

graph 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 Å 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

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

- 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.
- 13.3 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.
- and the replacements of 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 discov-
- ered or is making use of the Presenter Authentication Code or Presenter Identifier without th 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.

- 6.1 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
- 6.4 All suns charged to the Customer is electronic rilling 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
- resented 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 action 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 email 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 Date 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.

You may also raise your concerns, at any time with the Information Commissioners Office. For information on how to do this please visit -

 $\underline{\text{https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/}$

Please fill in the whole form using a ball point pen and send to:

Companies House

Crown Way Maindy Cardiff CF14 3U7



Cardin CF14 3UZ		Dom	l				
Instruction to Building Society to				Deb	it		
Name(s) of Account Holder(s):	Originator's Identification:						
	6	7	6	8	1	9	
Bank/Building Society Account Number:	FOR Composition of the Composi	USE ONI	Y	oction to y	your Bank	or Buildi	ng Society
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- If the amount to be paid or the payment dates change Companies House will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Companies House or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy to the letter to us.