

Companies House Electronic Incorporation Service Guidance

1. Definitions

In this Guidance, the following terms have the following meanings:

1.1 “Direction” means any direction issued from time to time by Companies House under Section 707B of the Companies Act 1985 or any statutory re-enactment or amendment thereto in relation to information for incorporation of a company delivered to Companies House by electronic communication; “Companies House” means the Registrar or the Secretary of State for Trade and Industry acting through the Registrar of Companies, Crown Way, Cardiff, CF14 3UZ as the circumstances may require; “Guidance” means the guidance set out below; “Electronic Incorporation Service Literature” means any brochure, user guide or instructions from time to time published by or on behalf of Companies House in connection with the provision of the Service; “Parent Company” means any company which is the ultimate Holding Company of the Presenter (the term “Holding Company” shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto); “Presenter” means a person at whose application Companies House allows use of the Service in accordance with this Guidance; “Presenter Authentication Code” means the unique presenter authentication code issued to the Presenter by Companies House in order to allow Presenters to authenticate their use of the Service; “Presenter Identifier” means the unique presenter identification number issued to the Presenter by Companies House in order to allow the Presenter to access and use the Service; “Email address” means the electronic address from which information is sent to Companies House or the electronic address to which information is delivered; “the Registrar” means (i) the Registrar of Companies in England and Wales or (ii) the Registrar of Companies in Scotland as the circumstances require; “Service” means the Electronic Incorporation Service provided by Companies House enabling presenters to submit information for incorporation of a company by electronic communication to Companies House; “these Terms” mean the terms of this Guidance and the Direction and the terms of the Direction shall prevail in the event of any conflict between this Guidance and the Direction; and the singular shall include the plural and vice versa.

1.2 The expressions “Presenter” and “Companies House” shall include their respective successors and permitted assignees and their respective employees and agents.

2. Use of the Service

2.1 The Presenter may use the Service to file at Companies House the information from time to time listed in the Electronic Incorporation Service Literature.

2.2 The Presenter’s use of the Service shall be subject to and in accordance with this Guidance.

3. Software

The Presenter must use software approved by Companies House.

4. Duration

4.1 The Presenter shall not be entitled to use the Service until Companies House accepts the Presenter’s application to use the Service.

4.2 Companies House reserves the right at its discretion and without prior notice to suspend or terminate the Presenter’s use of the Service.



4.3 Without prejudice to the generality of paragraph 4.2 above receipt in Companies House of a virus within the message or attachment sent by a Presenter's system will result in the withdrawal of the Electronic Incorporation Service to that Presenter.

5. Service Hours

Companies House aims to make the Service available during the hours set out in the Electronic Incorporation Service Literature but Companies House does not guarantee availability of the Service.

6. Helpdesk

6.1 Companies House may at its discretion maintain a Helpdesk to provide telephone assistance to Presenters during the hours set out in the Electronic Incorporation Service Literature but Companies House does not guarantee availability of the Helpdesk.

6.2 In an effort to ensure that service levels are improved Companies House may record or monitor Helpdesk telephone conversations for training or research purposes.

7. Presenter Authentication Code

7.1 Companies House shall allocate Presenter Authentication Code(s) to the Presenter.

7.2 The Presenter shall at all times comply with Companies House's conditions of use of the Presenter Authentication Code as specified in this Guidance or as otherwise notified to the Presenter by Companies House or included in the Electronic Incorporation Service Literature.

8. Presenter Identifier

8.1 Companies House shall allocate a Presenter Identifier(s) to the Presenter.

8.2 The Presenter shall at all times comply with Companies House's conditions of use of the Presenter Identifier as specified in this Guidance or as otherwise notified to the Presenter by Companies House or included in the Electronic Incorporation Service Literature.

9. Email address

9.1 Companies House shall agree with the Presenter Email addresses for use in the Service.

9.2 The Presenter shall at all times comply with Companies House's conditions of use of the Email address as specified in this Guidance or as otherwise notified to the Presenter by Companies House or included in the Electronic Incorporation Service Literature.

10. Charges and Payment

10.1 The Presenter shall pay to Companies House all applicable fees in respect of incorporation of a company through use of the Service as set out in the Electronic Incorporation Service Literature from time to time.

10.2 All sums due to Companies House in respect of the incorporation of a company via the Service shall be invoiced to the Presenter monthly and shall be payable in pounds sterling (unless otherwise agreed by Companies House) by the Presenter within the period stated on the invoice.

10.3 Payment shall be made by the Presenter in full by cheque or by such other method as Companies House may specify from time to time.

11. Presenter Codes (Presenter Authentication Code, Presenter Identifier and Email address)

- 11.1** If Companies House has reason to believe the Presenter Authentication Code, Presenter Identifier or Email Address have been discovered and/or used by a person without the knowledge, consent or permission, express or implied of the Presenter, and on such other occasion as Companies House may deem reasonably necessary, Companies House may withdraw the Presenter Authentication Code or Presenter Identifier and allocate replacement(s) to the Presenter.
- 11.2** Companies House may withdraw any of the Presenter Authentication Code or Presenter Identifier where in its opinion there are reasonable grounds for believing the Presenter has not complied or is not complying with this Guidance.
- 11.3** Companies House may reveal or disclose any of the Presenter Authentication Code, Presenter Identifier or Email Address in addition to the Presenter Name, address and telephone number of a Presenter 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.

12. Presenters Obligations

- 12.1** The Presenter Authentication Code, Presenter Identifier and Email address allocated to the Presenter by Companies House are confidential and personal to the Presenter and it is the Presenter's responsibility to keep its Authentication Code, Presenter Identifier and Email address safeguarded.
- 12.2** The Presenter undertakes to use the Presenter Authentication Code, Identification Number and Email address in accordance with this Guidance.
- 12.3** The Presenter shall notify Companies House immediately if it suspects that a person has discovered or is making use of the Presenter Authentication Code, Presenter Identifier or Email address without the consent or permission of the Presenter.
- 12.4** The Presenter shall be responsible, subject to the above for all fees incurred through the use of the Service when access to the Service is obtained through the use of the Presenter Authentication Code, Presenter Identifier and Email address.

13. Limitation of Liability

- 13.1** Nothing in this paragraph 13 or otherwise in this Guidance shall exclude or restrict liability for:
- 13.1.1** death or personal injury resulting from the negligence of Companies House or its employees while acting in the course of their employment; or
 - 13.1.2** breach of statutory duty by Companies House but nothing herein shall be taken to create a liability for breach of statutory duty which does not otherwise exist.
- 13.2** Companies House liability in contract, tort or otherwise arising out of or in connection with the performance or observance of Companies House obligations under this Guidance is hereby excluded to the fullest extent permissible by law and in any event shall be limited to the amount paid to Companies House in respect of the incorporation in question.
- 13.3** In any event Companies House shall not be liable in contract, tort or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever.
- 13.4** In no circumstances shall Companies house be liable to the Presenter for any loss or damage arising from any fault, interruption or cessation of Service through any necessary maintenance or repair.

13.5 Companies House hereby expressly excludes all liabilities in respect of inaccurate or incomplete information filed through the Service howsoever arising.

13.6 Companies House accepts no liability for any damage to the Presenter's computer systems arising from the transfer of any virus.

14. Force Majeur e

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, earthquake, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government, highway authorities, public telecommunications operator or other competent authority, war, military operations.

15. Non-assignment

The Presenter shall not assign, delegate or otherwise deal with all or any of its rights and obligations in respect of the use of the Service without Companies House's prior written consent.

16. Transfer of Control

If the Presenter is a company the Presenter covenants to notify Companies House forthwith of any change of control (as defined by Section 416 of the Income and Corporation Taxes Act 1988) in relation to the Presenter or its Parent Company.

17. Modification

17.1 Any modifications to this Guidance by Companies House shall be notified to the Presenter in writing. If the Presenter continues to make use of the Service after the date when such modification is to come into force, the Presenter shall be deemed to have accepted such modification.

17.2 This Guidance shall prevail over any inconsistent terms or conditions referred to in the Presenter's application or in correspondence elsewhere and any stipulation to the contrary is hereby excluded and extinguished.

18. Service of Notices, etc.

18.1 Any notice, invoice or other documents which may be given by Companies House in relation to the Service 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 Presenter as an address to which notices, invoices or other documents may be sent, or the Presenter's usual or last known place of abode or business or, if a Presenter is a limited company, its registered office address.

18.2 Companies House's address for the service of any notice by the Presenter in relation to the Service shall be such address as is shown on the last invoice rendered to the Presenter or such address as Companies House may prescribe for that purpose.

18.3 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.