

PROOF agreement: Terms and Conditions

The registrar operates the PROOF scheme and the company (or other body) wishes to join the PROOF scheme on the terms set out in this agreement. This agreement is an agreement under section 1070.

Only companies and LLPs may participate in the PROOF scheme.

1. Definitions and interpretation

- 1.1 The PROOF scheme is made available by the registrar to companies and LLPs. Any reference in this agreement to a "company (or other body)" is a reference to a company or LLP as the case may be.
- 1.2 In this agreement unless the context otherwise requires:
 - 1.2.1 defined terms used in this agreement and their meanings are contained in schedule 1;
 - 1.2.2 references to sections are to sections of the Companies Act 2006.
 - 1.2.3 any reference to a clause or schedule is to a clause or schedule to this agreement;
 - 1.2.4 references to writing shall include email;
 - 1.2.5 words in the singular include the plural and vice versa and a reference to a gender shall include a reference to all genders; and
 - 1.2.6 the headings are for convenience only and shall not affect its interpretation.
- 1.3 In this agreement, any reference to an Act includes a reference to any subordinate legislation made under that Act.

2. Exclusion of other terms

- 2.1 This agreement sets out the terms upon which the PROOF scheme is made available to the company (or other body). These terms govern the form and manner of delivery to the registrar of PROOF documents to the exclusion of any other terms.

3. Commencement and transition

- 3.1 The company (or other body) must submit an application to join the PROOF scheme to the registrar. This agreement becomes binding when the registrar accepts the application to join. Details of how to make and submit an application to join the PROOF scheme are on the website. The registrar will give written notice to the company (or other body) if its application is accepted.

4. Agreement

- 4.1 The company (or other body) agrees that each and every PROOF document delivered to the registrar must be delivered in electronic form in accordance with the registrar's requirements for e-delivery of that document.
- 4.2 If a PROOF document is delivered to the registrar in paper form other than as permitted by clause 5, the company (or other body) instructs the registrar to return the document, unregistered, to the company (or other body) as not having been delivered in accordance with this agreement. This clause 4.2 is subject to clause 4.3.
- 4.3 If a change of registered office address is delivered to the registrar in paper form other than as permitted by clause 5, the company (or other body) instructs the registrar to return the document, unregistered, to the new address supplied as being the proposed location of the registered office.
- 4.4 This clause 4 is subject to the remaining terms of this agreement.

5. Circumstances in which paper may or must be used

5.1 Paper consent

- 5.1.1 A PROOF document may be delivered to the registrar in paper form at any time during the term of this agreement **provided** that it is accompanied by a paper consent. A PROOF document delivered in paper form must be delivered in accordance with the registrar's requirements for paper delivery of that document.
- 5.1.2 Where a PROOF document is delivered in accordance with clause 5.1.1, the company (or other body) instructs and authorises the registrar to accept the delivery of and process that PROOF document in accordance with the registrar's usual procedures and without any obligation to contact the company (or other body) or otherwise make enquiries in respect of the document.

5.2 Voluntary translations

A voluntary translation of a PROOF document must be delivered in paper form without a paper consent and in accordance with such of the registrar's requirements for paper delivery as apply to voluntary translations.

5.3 Excluded circumstances

If one or more of the excluded circumstances applies, the company (or other body) must deliver its annual return in paper form in accordance with the registrar's requirements for the paper delivery of the annual return. An annual return delivered in paper form must be accompanied by a paper consent.

5.4 Replacement PROOF documents

A replacement for a previously delivered PROOF document must be delivered to the registrar in paper form in accordance with the registrar's requirements for the paper delivery of such documents and the replacement must be accompanied by a paper consent. This clause 5.4 applies irrespective of the date of delivery of the previously delivered PROOF document and irrespective of the form in which it was delivered.

6. Termination events

- 6.1 This agreement will terminate with immediate effect upon the occurrence of a termination event in respect of the company (or other body). For the avoidance of doubt, termination under this clause is automatic and neither party is required to notify the other that the agreement is terminated. Termination under this clause is without prejudice to any other right of termination granted under this agreement.
- 6.2 A company (or other body) in respect of which a termination event has occurred may not participate in the PROOF scheme. The company (or other body) may apply to join or re-join the PROOF scheme when it is no longer subject to the termination event.

7. No guarantee of availability of electronic filing services

- 7.1 The registrar gives no warranty or undertaking to the company (or other body) under this agreement in respect of the availability of electronic filing services. The company (or other body) understands and accepts that its participation in the PROOF scheme does not guarantee that electronic filing services will be available when the company (or other body) wishes to deliver a PROOF document.
- 7.2 The company (or other body) is responsible for ensuring that it complies with its statutory obligations in a timely manner, whether or not electronic filing services are available. It is for the company (or other body) to determine how it achieves this, whether by filing a PROOF document with a paper consent or by terminating this agreement or otherwise.

8. Termination of PROOF scheme

- 8.1 This agreement will terminate with immediate effect in accordance with clause 6.1 if a termination event occurs in respect of the company (or other body).
- 8.2 The registrar in his discretion may terminate this agreement with immediate effect by giving written notice to the company (or other body). The registrar may in his discretion also notify one or more or any of the directors (or members as the case may be) of the company (or other body) that the agreement is terminated. The registrar will give his reasons for terminating the agreement under this clause 8.2 to the company (or other body) if requested.
- 8.3 The registrar may withdraw the provision of the PROOF scheme in respect of all participants at any time by giving notice in writing on the website. The registrar shall be entitled to withdraw the PROOF scheme with immediate effect although he will, where reasonably practicable, endeavour to give no less than three months' notice of the withdrawal.
- 8.4 The company (or other body) may terminate this agreement by giving notice to the registrar in accordance with the "Opt-out" procedure published on the website from time to time. If no "Opt-out" procedure is published on the website or if the website is unavailable for more than 96 consecutive hours (excluding weekends and bank holidays), the company (or other body) may terminate this agreement by giving notice in writing to the registrar at Companies House and the agreement will come to an end on the fifth working day after the day on which notice is given. Where the company (or other body) terminates the agreement under the "Opt-out" procedure, the agreement will come to an end when the registrar accepts the notice of termination. The registrar will send written confirmation to the company (or other body) that the agreement is terminated.
- 8.5 Upon termination of this agreement, the company (or other body) will no longer be entitled to participate in the PROOF scheme and the provisions of this agreement will cease to apply.

9. Communication under this agreement

- 9.1 Save for where this agreement provides for the registrar to give notice or other communication on the website (in which case the notice or communication will be deemed to have been given when published on the website), any notice or other communication given or made under this agreement will be deemed to have been given or made:
 - 9.1.1 if sent by email on the day of sending;
 - 9.1.2 if sent by prepaid first class post on the second working day after the date of posting; and
 - 9.1.3 if delivered by hand when received.
- 9.2 The registrar may in his discretion send any notice or other communication:
 - 9.2.1 by post to the company (or other body) at its registered office (or principal place of business if the body is not required to have a registered office);
 - 9.2.2 by email to the company (or other body) at the email address supplied by the company (or other body) for communication;
 - 9.2.3 to any other address notified to him by the company (or other body) for the purposes of communications under this agreement from time to time.
- 9.3 The address(es) and email address(es) to which the company (or other body) should send notices and other communications under this agreement are specified on the website from time to time. If in any doubt, the company (or other body) should call **0303 1234 500** or email **enquiries@companieshouse.gov.uk** for assistance.

10. Important information

- 10.1 Nothing in this agreement overrides or affects the duty imposed on the company (or other body) to deliver documents to the registrar.
- 10.2 The terms of this agreement can be changed with immediate effect by the registrar by giving notice on the website. Without prejudice to the foregoing, the registrar will where reasonably practicable give no less than three month's notice of any substantial change to these terms. The registrar will act reasonably in making changes to this agreement.
- 10.3 This agreement is personal to the company (or other body). It cannot be transferred to or used for the benefit of another person.
- 10.4 The company (or other body) warrants and represents (i) that it has the power to enter into this agreement (ii) that its directors (or members as the case may be) are aware that it has applied to join the PROOF scheme; and (iii) that its application to join the PROOF scheme is made on its behalf by a duly authorised representative.

Schedule 1

Definitions used in this agreement

“annual return” means each and any PROOF document identified with the letters “AR” in column 3 of the table in schedule 2;

“authentication code” means a confidential code agreed by the company (or other body) and the registrar;

“change of registered office address” means each and any PROOF document identified with the letters “ROA” in column 3 of the table in schedule 2;

“company” has the meaning given to it in section 1;

“company (or other body)” —see clause 1.1 of this agreement;

“excluded circumstances” means any of the following:

- i. in respect of documents sent by software filing—
 - a. the company (or other body) is required by enactment to deliver a list of subsidiary and associated undertakings in that document;
 - b. where the document comprises an annual return
 - aa. the company (or other body) is obliged to deliver the names of 1,001 or more persons as part of the member information required, or
 - bb. the company (or other body) wishes to make a substantial amendment to any pre-populated information contained in the annual return (as a rule of thumb a “substantial amendment” is when more than 254 separate characters or whole words are amended: if in doubt, the company (or other body) should contact the registrar for clarification as to whether an amendment is likely to be a “substantial amendment” for this purpose);
 - c. the company is required to deliver information about more than 30 share transfers within any particular class of shares;
 - d. the company's share capital includes more than 6 classes of share for any given currency;
 - e. the company has a class of shares in which not all shares have the same paid and/or unpaid capital details (e.g. 50 ordinary £1 shares with paid up capital of 1 pence and 50 ordinary £1 shares with paid up capital of 99 pence);
 - f. the company has a class of shares expressed in one currency in which the paid and/or unpaid capital details of at least one share must be expressed in a different currency;
 - g. the company has nominal share capital expressed to more than six decimal places;
 - h. at least one member of the company (or other body) is comprised of more than ten persons acting jointly; or
 - i. the company's share capital is expressed to have a value of £100,000,000 or more; and
- ii. in respect of documents sent by webfiling—
 - a. the company has nominal share capital expressed to more than six decimal places;
 - b. at least one member of the company (or other body) is comprised of more than ten persons acting jointly; and
 - c. the company's share capital is expressed to have a value of £100,000,000 or more;

“electronic filing services” means such software filing and webfiling facilities as are made available by the registrar for the purpose of delivering to him a document in electronic form in accordance with the registrar's requirements for e-delivery;

“in electronic form” means in a form that meets with the registrar's requirements for e-delivery;

“LLP” means a body corporate incorporated as a limited liability partnership under the LLP Act;

“LLP Act” means the Limited Liability Partnerships Act 2000;

“paper consent” means the proforma contained in schedule 3 with all data fields properly completed in respect of the company;

“PROOF document” means any of those documents specified in column 1 of the table in schedule 2 that are required to be or authorised to be delivered to the registrar in respect of the company (or other body) under the legislative provisions specified in column 2 of that table;

the “PROOF scheme” means the (PRO)TECTED On-line Filing scheme operated by the registrar pursuant to section 1070 under which a company (or other body) agrees to deliver its PROOF documents in electronic form to the registrar as more particularly described in and subject to these terms;

“register” means the records kept by the registrar of the information contained in documents delivered to him under any enactment and all certificates issued by him;

“registrar” has the meaning given in section 1060(3) in respect of a company and the meaning given in section 18 of the LLP Act in respect of an LLP;

“registered email address” means the email address supplied by the company as part of the registrar's requirements for e-delivery for the purposes of receiving communications from the registrar about documents delivered in electronic form;

“registrar's requirements for e-delivery” means the registrar's requirements applicable to documents delivered to the registrar in electronic form as specified in Volume 1 of the registrar's rules;

“registrar's requirements for paper delivery” means the registrar's requirements applicable to documents delivered to the registrar in paper form as specified in Volume 2 of the registrar's rules;

“registrar's rules” means the registrar's rules 2009 as may be modified, amended or replaced from time to time;

“replacement” means a replacement document within the meaning of section 1076;

“software filing” means the facility whereby a document can be delivered to the registrar by using XML to transmit it through the XML gateway;

“termination event” means any of the following:

- i. one or more of the following documents is recorded on the register in respect of the company (or other body):
 - (a) any of the following forms prescribed by the Insolvency Rules 1986, the Insolvency (Scotland) Rules 1986, the Insolvency Rules (Northern Ireland) 1991 or Volume 2 of the Registrar's Rules as the case may be as may be amended from time to time—
 - Form 1(SC) (Notice of Appointment of Receiver by a Holder of a Floating Charge)
 - Form 2(SC) (Appointment of a Receiver by the Court)
 - Form 1.1(SC) (Notice to Registrar of Companies of Voluntary Arrangement Taking Effect)
 - Form 1.1(E&W) (Notice to Registrar of Companies of Voluntary Arrangement Taking Effect)
 - Form 1.01(NI) (Notice to Registrar of Companies of Voluntary Arrangement Taking Effect)
 - Form 2.1(SC) (Notice of Petition for Administration Order)
 - Form 2.2(SC) (Notice of Administration Order)
 - Form 2.6 (E&W) (Notice of Administration Order)
 - Form 2.7(E&W) (Administration Order)
 - Form 2.07(NI) (Notice of Administration Order)
 - Form 2.08(NI) (Administration Order)
 - Form 2.11B(SC) (Notice of Administrator's Appointment)
 - Form 2.12B(E&W) (Notice of Administrator's Appointment)
 - Form 2.12B(NI) (Notice of Administrator's Appointment)
 - Form 4.20(E&W) (Statement of Company's Affairs)
 - Form 4.70(E&W) (Members' Voluntary Winding Up Declaration of Solvency)
 - Form 4.21(NI) (Statement of Company's Affairs)
 - Form 4.71(NI) (Members' Voluntary Winding Up Declaration of Solvency)
 - Form 4.2(SC) (Notice of Winding Up Order)
 - Form 4.9(SC) (Notice of Appointment of Liquidator)
 - Form 4.15A(E&W) (Notice of appointment of Provisional Liquidator in Winding Up by the Court)
 - Form 4.16A(NI) (Notice of appointment of Provisional Liquidator in Winding Up by the Court)
 - (b) Order of Winding Up by the Court (E&W)
 - (c) Order of Winding Up by the Court (NI)
 - (d) Form F14 (Notice of Compulsory Winding Up by the Court) (E&W)
 - (e) A resolution for the voluntary winding up of a company or a determination for the voluntary winding up of an LLP
 - (f) Form 600 (Notice of Appointment of Liquidator Voluntary Winding Up) (Members or Creditors))
 - (g) Form VL1 (NI) (Notice of Appointment of Liquidator Voluntary Winding Up (Members or Creditors))
 - (h) Form LQ01 or LL LQ01 (Notice of Appointment of Receiver or Manager)
 - (i) Form DS01 or LL DS01 (Application for Striking Off); or
- ii. the register in respect of the company shows that the company is “closed” or “converted”; or
- iii. the company (or other body) is struck off or dissolved.

“voluntary translation” means a certified translation of any document that is or has been delivered to the registrar where the translation is delivered under section 1106;

“webfiling” means the website facility provided by the registrar whereby a document in electronic form can be delivered on-line to the registrar;

“website” means the website maintained by the registrar at the URL www.companieshouse.gov.uk from time to time.

Schedule 2

Table of PROOF documents

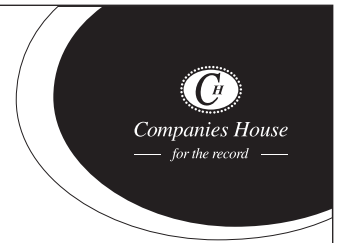
Number and name of document	Legislation	Annual return (AR) / Change of registered office address (ROA)
AP01 (Appointment of director)	Section 167 Companies Act 2006	
AP02 (Appointment of corporate director)	Section 167 Companies Act 2006	
AP03 (Appointment of secretary)	Section 276 Companies Act 2006	
AP04 (Appointment of corporate secretary)	Section 276 Companies Act 2006	
TM01 (Termination of appointment of director)	Section 167 Companies Act 2006	
TM02 (Termination of appointment of secretary)	Section 276 Companies Act 2006	
CH01 (Change of directors details)	Section 167 Companies Act 2006	
CH02 (Change of corporate directors details)	Section 167 Companies Act 2006	
CH03 (Change of secretary's details)	Section 276 Companies Act 2006	
CH04 (Change of corporate secretary's details)	Section 276 Companies Act 2006	
AD01 (Change of registered office address)	Section 87 Companies Act 2006	ROA
AR01 (Annual Return)	Section 854 Companies Act 2006	AR
288a (Appointment of director or secretary)	Section 288 Companies Act 1985	
288b (Terminating appointment as director or secretary)	Section 288 Companies Act 1985	
288c (Change of particulars for director or secretary)	Section 288 Companies Act 1985	
287 (Change in situation or address of registered office)	Section 287 Companies Act 1985	ROA
363 (Annual Return)	Section 363 Companies Act 1985	AR
LL AR01 (LLP Annual Return)	In accordance with Section 854 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of the Companies Act 2006) Regulations 2009	AR
LL AP01 (LLP Appointment of a member)	In accordance with Section 9 of the Limited Liability Partnership Act 2000	
LL AP02 (LLP Appointment of a corporate member)	In accordance with Section 9 of the Limited Liability Partnership Act 2000	
LL CH01 (LLP Change of members details)	In accordance with Section 9 of the Limited Liability Partnership Act 2000	
LL CH02 (LLP Change of corporate members details)	In accordance with Section 9 of the Limited Liability Partnership Act 2000	
LL TM01 (LLP Termination of appointment of member)	In accordance with Section 9 of the Limited Liability Partnership Act 2000	
LL AD01 (LLP Change of RO)	In accordance with Section 87 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of the Companies Act 2006) Regulations 2009	ROA

Schedule 3

Paper consent pro forma (following pages)

PRO3

PROOF: Consent form for paper filing



The Registrar's PROtected Online Filing (PROOF) scheme

✓ What this form is for
You may only use this form if you are a company that has joined the Registrar's PROOF scheme and you are giving consent to file certain paper forms.

✗ What this form is NOT for
You cannot use this form to opt out of this scheme. To do this, please submit an Opt-Out application to the Registrar.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company authentication code

Company number	<input type="text"/>
Company name in full	<input type="text"/>
Company authentication code	<input type="text"/>

→ Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Registered office address

Building name/number	<input type="text"/>
Street	<input type="text"/>
Post town	<input type="text"/>
County/Region	<input type="text"/>
Postcode	<input type="text"/>

Forms attached which consent applies ①

The above company is an Opt-In Company (as defined in the Terms relating to the Registrar's PROOF scheme). The company hereby consents to the paper form(s) referred to below being submitted to the Registrar for placing on the public record.

① Forms
Only the following forms can be filed with this form by companies signed up to PROOF:
- Annual Return;
- Change of registered office;
- Appointments;
- Termination of appointments; or
- Change of details forms.

Title of form	Number of forms enclosed

✓ Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- You have included the company name and company number.
- You have included the company authentication code.
- You have included the company's registered office.
- You have indicated which form(s) you consent may be submitted to the Registrar to be placed on the public record.

! Important information

Please note that all information on this form will appear on the public record. In the event of a query, Companies House will send this form to the registered office address.

✉ Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth Floor, Edinburgh Quay 2,
139 Ferrybridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or to the Edinburgh Office (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

i Further information

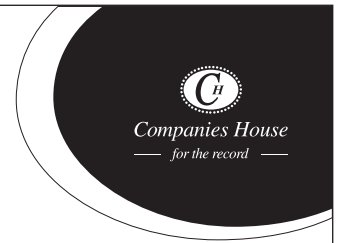
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Specimen

LL PR03

PROOF: Consent form for paper filing



The Registrar's PROTECTED Online Filing (PROOF) scheme

✓ What this form is for
 You may only use this form if you are an LLP that has joined the Registrar's PROOF scheme and you are giving consent to file certain paper forms.

✗ What this form is NOT for
 You cannot use this form to opt out of this scheme. To do this, please submit an Opt-Out application to the Registrar.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1	LLP authentication code		
LLP number			→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
LLP name in full			
LLP authentication code			

	Registered office address		
Building name/number			
Street			
Post town			
County/Region			
Postcode			

	Forms attached to which consent applies		
	The above LLP is an Opt-In LLP (as defined in the Terms relating to the Registrar's PROOF scheme). The LLP hereby consents to the paper form(s) referred to below being submitted to the Registrar for placing on the public record.		Forms Only the following forms can be filed with this form by LLPs signed up to PROOF: - Annual Return; - Change of registered office; - Appointments; - Termination of appointments; or - Change of details forms.

Title of form	Number of forms enclosed

LL PR03

PROOF: Consent form for paper filing

✓ Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- You have included the LLP name and LLP number.
- You have included the LLP authentication code.
- You have included the LLP's registered office.
- You have indicated which form(s) you consent may be submitted to the Registrar to be placed on the public record.

! Important information

Please note that all information on this form will **not** appear on the public record. In the event of a query, Companies House will send this form to the registered office address.

✉ Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh, Companies House,
139 Fourth Floor, Edinburgh, Scotland, EH3 9FF.
DX ED255 Edinburgh 1
or Legal Edinburgh (Legal Post).

For LLPs registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 1100 N.R. Belfast 1.

i Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Specimen