

PROOF agreement: terms and conditions

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

1. Definitions and interpretation

1.1 In this agreement unless the context otherwise requires:

- 1.1.1 defined terms used in this agreement and their meanings are contained in schedule 1;
- 1.1.2 references to sections are to sections of the Companies Act 2006.
- 1.1.3 any reference to a clause or schedule is to a clause or schedule to this agreement;
- 1.1.4 references to writing shall include email and fax transmissions;
- 1.1.5 words in the singular include the plural and vice versa and a reference to a gender shall include a reference to all genders; and
- 1.1.6 the headings are for convenience only and shall not affect its interpretation.

1.2 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. 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 This agreement becomes binding when the registrar accepts the company's application to join the PROOF scheme. 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 if its application is accepted.

4. **Agreement**

- 4.1 The company 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 instructs the registrar to return the document, unregistered, to the company as not having been delivered in accordance with this agreement.
- 4.3 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 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 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 must deliver the information required by section 854 (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 A company in respect of which a termination event has occurred may not participate in the PROOF scheme. Accordingly, if a termination event occurs during the term of this agreement, the registrar shall be entitled to terminate this agreement with immediate effect by giving written notice to the company. The registrar may in his discretion also notify one or more or any of the directors that the agreement is terminated. This is without prejudice to the registrar's right to terminate the agreement under Clause 8. The company may apply to re-join the PROOF scheme when it is no longer subject to a termination event.

7. No guarantee of availability of electronic filing services

7.1 The registrar gives no warranty or undertaking to the company under this agreement in respect of the availability of electronic filing services. The company understands and accepts that its participation in the PROOF scheme does not guarantee that electronic filing services will be available when the company wishes to deliver a PROOF document.

7.2 The company 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 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 The registrar in his discretion may terminate this agreement with the company with immediate effect by giving written notice to the company. The registrar may in his discretion also notify one or more or any of the directors that the agreement is terminated. The registrar will give his reasons for termination to the company if requested.

8.2 The registrar may withdraw the provision of the PROOF scheme in respect of all companies 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,

without prejudice to the foregoing, the registrar will where reasonably practicable give at least three months' notice of the withdrawal of the PROOF scheme.

- 8.3 The company 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 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 terminates the agreement under the "Opt-out" procedure, the agreement will come to an end when the registrar accepts the company's notice of termination. The registrar will send written confirmation to the company that the agreement is terminated.
- 8.4 Upon termination of this agreement, the company 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 or fax on the day of sending or transmission;
 - 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 at its registered office;
 - 9.2.2 by email to the company at its registered email address;
 - 9.2.3 by fax to the company using the fax number supplied by the company for communication; or
 - 9.2.3 to any other address notified to him by the company for the purposes of communications under this agreement from time to time.

9.3 The address(es), email addresses and fax numbers to which the company should send notices and other communications under this agreement are specified on the website from time to time. If the company is in any doubt, it should call 0303 1234 500 or email enquiries@companies-house.gov.uk for assistance.

10. **Important information**

10.1 Nothing in this agreement overrides or affects a company's duty 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 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. It cannot be transferred to or used for the benefit of another company or person.

10.4 The company warrants and represents (i) that it has the power to enter into this agreement (ii) that its directors 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

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

“company authentication code” means a confidential code agreed by the company and the registrar;

“excluded circumstances” means any of the following:

- i. the company is required by enactment to deliver a list of subsidiary and associated undertakings;
- ii. the company is required to or wishes to deliver a bulk shareholder list as part of the annual return;
- iii. the company is obliged to deliver the names of 351 or more persons as part of the shareholder information required on the annual return;
- iv. the company has nominal share capital expressed to more than six decimal places;
- v. the company has more than ten joint shareholders in respect of at least one shareholding;
- vi. the company wishes to make a substantial amendment to the 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, companies should contact the registrar for clarification of whether their proposed amendments are substantial amendments and therefore excluded circumstances);

“electronic filing services” means such 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;

“paper consent” means the pro forma 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 under the legislative provisions specified in column 2 of that table;

the “PROOF scheme” means the (**PRO**TECTED **O**NLINE **F**ILING) scheme operated by the registrar pursuant to section 1070 under which a company agrees to deliver its PROOF documents in electronic form to the registrar as more particularly described in and subject to these terms;

“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” has the meaning given in section 1060(3);

“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;

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

“termination event” means any of the following:

- i. one or more of the following documents has been placed on the register in respect of the company
 - (a) any of the following forms prescribed by the Insolvency Rules 1986 or the Insolvency (Scotland) Rules 1986 as the case may be as either may be amended from time to time –
 - Form 1(SC) (Notice of Appointment of Receiver by a Holder of a Floating Charge)
 - Form 1.1 (Report of a Meeting Approving Voluntary Arrangement)
 - Form 1.1(SC) (Notice of report of a meeting approving Voluntary Arrangement)
 - Form 2(SC) (Appointment of a Receiver by the Court)
 - Form 2.6 (Notice of Administration Order)
 - Form 2.7 (Administration Order)
 - Form 2.11B(SC) (Notice of Administrator’s Appointment)
 - Form 2.12B (Notice of Administrator’s Appointment)
 - Form 2.21B (SC) (Notice of automatic end of administration)
 - Form 2.25B (SC) (Notice of move from Administration to Creditors’ Voluntary Liquidation)
 - Form 2.26B (SC) (Notice of move from Administration to Dissolution)
 - Form 2.34B (Notice of move from Administration to Creditors’ Voluntary Liquidation)
 - Form 2.35B (Notice of move from Administration to Dissolution)
 - Form 4.2(SC) (Notice of Winding Up Order)
 - Form 4.9(SC) (Notice of Appointment of Liquidator)
 - Form 4.20 (Statement of Affairs in a Creditors’ Voluntary Liquidation)
 - Form 4.70 (Member’s Voluntary Winding Up Declaration of Solvency)

- (b) Order of Winding Up by the Court
 - (c) Form F14 (Notice of Compulsory Winding Up by the Court)
 - (d) A resolution for the voluntary winding up of the company
 - (e) Form 600 (Notice of Appointment of Liquidator Voluntary Winding Up)
 - (f) Form 405(1) (Notice of Appointment of Receiver or Manager)
 - (g) Form DS01(Application for Striking Off); or
- ii the record of the company held by the registrar is shown as “closed” or “converted” or the company has been struck off and 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;

“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
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
AR01 (Annual Return)	Section 854 Companies Act 2006
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
363 (Annual Return)	Section 363 Companies Act 1985

Schedule 3

Paper consent pro forma

In accordance with
Section 1070 of the
Companies Act 2006.

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"/>	<p>→ Filling in this form Please complete in typescript or in bold black capitals.</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	<input type="text"/>	
Company authentication code	<input type="text"/>	
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"/>	
	<input type="text"/>	
3	Forms attached to which consent applies ¹	
<p>The above company is an Opted-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.</p>		<p>¹ Forms Only the following forms can be filed with this form by companies signed up to PROOF:</p> <ul style="list-style-type: none"> - Annual Return; - Change of registered office; - Appointments; - Termination of appointments; or - Change of details forms.
Title of form	Number of forms enclosed	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	

PRO3

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 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 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 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 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

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