

# Companies House Direct credit account application

Please note: Some fields are Mandatory. Form will be returned if not completed.

<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 Customer details (Mandatory)

account name

company registered no. (if appropriate)

## 2 Trading status (Mandatory)

private limited company       partnership       public limited company

unlimited company       sole trader       public sector

other (please specify):

number of years in business:

industry sector:

main business activity:

annual turnover:

number of employees:





**7 User contact details (Mandatory)**

title	surname
forename(s)	job title
department	
address	
postcode	telephone
fax	email

**8 Expected monthly spend:**

£

(If not completed, minimum credit limit will apply)

**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 Direct debit details**

Please fill in the Direct Debit form enclosed

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

**Authorised Signature: (Mandatory)**

**Date:**

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.

**Please retain a copy of this form and return the original to: Companies House Direct, Finance Section, Companies House, Crown Way, Cardiff CF14 3UZ**

If you require any further information or assistance on Companies House Direct, please contact the Companies House Direct Helpdesk on 0845 757 3991 (Mon – Fri 8.00am – 6.00pm)

**over 2 million registered companies online and at your fingertips**

# Companies House Direct sales agreement terms and conditions

## 1. definitions

In this Agreement, the following terms shall have the following meanings: "Agreement" means the contract made between Companies House and the Customer to which these Conditions apply; "Condition(s)" means the condition(s) of this Agreement; "Companies House" means the Secretary of State for Business Enterprise & Regulatory Reform acting through the Registrar of Companies, Crown Way, Cardiff CF14 3UZ; "Customer" means a person at whose application Companies House agrees to provide the Service under the terms of this Agreement; "Information" means information obtained from Companies House by use of the Service and includes the means of accessing such information; "Companies House Direct Service Literature" means any document, brochure, tariff list, user guide or instructions as current from time to time published (whether on paper or in electronic form) by or on behalf of Companies House in connection with the provision of or in any way relating to the Service; "Information Charges" means Companies House charges for information as set out in Companies House Direct Service Literature from time to time; "Password" means such personal identification name(s) or number(s) as may be allocated to the Customer initially by Companies House on commencement of the Service, and which may be changed thereafter from time to time by the Customer or Companies House upon written notification to the other; "Service" means the electronic information service provided by Companies House which provides on line access to the databases of public records of company information managed and updated by Companies House; "Software" means the software programmes (if any) provided by Companies House to the Customer for the purpose of using the Service; "Subscription Charges" means Companies House charges for access to the Service as set out from time to time in Companies House Direct Service Literature; "System Identification Number" means such unique network or account identification(s) issued to the Customer by Companies House as Companies House shall deem fit in order to allow the Customer access to and use of the Service. The expression "Customer" and "Companies House" shall include their respective successors and permitted assigns and their respective employees and agents.

## 2. use of the service

2.1 The Customer (including any agent or sub-contractor thereof) may extract information obtained from the Service and transfer such information to its own database. Thereafter the Customer may only copy and use the information extracted from the Service for internal purposes or for to allow the Customer access to and use of the Service. The expression "Customer" and "Companies House" shall include their respective successors and permitted assigns and their respective employees and agents.

2.2 Companies House shall not be responsible for the Customer's use of the Information. Without limitation to the generality of the foregoing, the Customer shall be responsible for complying with any applicable data protection, copyright and other legislation and regulations.

## 3. order

The Customer's application for the Service shall be subject to Companies House's acceptance and upon the terms and conditions contained herein.

## 4. duration

4.1 The Service shall be provided by Companies House to the Customer from the date of acceptance by Companies House of the Customer's application and unless this Agreement is terminated in accordance with condition 12.1 shall continue to be provided subject to the terms hereof unless terminated by either party giving to the other not less than one month's prior written notice.

4.2 If Companies House sends the Customer a revised version of Companies House's current standard terms and conditions of service, together with a notice stating when such revised terms will come into force and the Customer continues to make use of the Service after such date, then the Customer will be deemed to have accepted such revised terms with effect from such date.

## 5. Companies House Direct helpdesk

5.1 The Companies House Direct Helpdesk is normally available to take the Customer's calls during such help desk hours published from time to time in the Companies House Direct Service Literature.

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

## 6. system identification number

6.1 Companies House shall allocate a System Identification Number(s) to the Customer.

6.2 The Customer shall at all times comply with Companies House's conditions of use of the System Identification Number as specified herein or as otherwise notified to the Customer by Companies House from time to time or as may be included in Companies House Direct Service Literature from time to time.

## 7. subscription charges and information charges

7.1 In consideration of Companies House providing the Service the Customer shall pay to Companies House monthly Subscription Charges and Information Charges.

7.2 Companies House shall publish details of Subscription Charges and Information Charges in Companies House Direct Service Literature which shall be available during Companies House's normal working hours in its major offices. Any increase or decrease in the Subscription Charges and Information Charges shall be so published not less than 1 month before such increase or decrease comes into effect.

7.3 Subscription charges and all Information Charges due to Companies House under this Agreement shall be payable by the Customer by the end of the calendar month following service delivery.

## 8. payment

8.1 Payment of all amounts due shall be made by the Customer in full by cheque or by such other method as may reasonably be specified by Companies House from time to time.

8.2 Companies House shall prepare and send invoices for all amounts due at such intervals and in such form and manner as Companies House shall deem appropriate.

8.3 Companies House reserves the right to charge interest at 1 per cent per annum above the base rate from time to time of National Westminster Bank Plc on any late or overdue payments.

## 9. allocation

9.1 Companies House may withdraw a System Identification Number and Password and forthwith allocate a new System Identification Number and Password to the Customer at no extra charge where Companies House has reason to believe such System Identification Number or Password has been discovered and/or used by a person without the knowledge, consent or permission, express or implied of the Customer, and on such other occasion as Companies House shall deem necessary in its reasonable opinion.

9.2 Companies House shall have the right to withdraw the System Identification Number and Password from the Customer if this Agreement or any part hereof is terminated or suspended for any reason.

9.3 Companies House shall have the right to withdraw a System Identification Number and Password where in its opinion there are reasonable grounds for believing the Customer has not complied or is not complying with this Agreement.

9.4 Companies House shall have the right to reveal or disclose the System Identification Number, Password, Customer Name, address and telephone number of a Customer to any person to satisfy the legal demand of a court of law government body or other competent tribunal or as required by any applicable law, rule or regulation.

## 10. customers obligations

10.1 The System Identification Number and Password allocated to the Customer by Companies House where disclosed to the Customer by Companies House at its sole discretion are confidential and personal to the Customer and it is the Customer's responsibility to keep its System Identification Number and Password safeguarded.

10.2 The Customer may change the Password allocated by notification in writing to Companies House but continues to be responsible for security of access and the safeguarding of the Password.

10.3 The Customer undertakes to use the System Identification Number and Password in accordance with the rules and instructions given by Companies House to the Customer from time to time whether in the Companies House Direct Service Literature or otherwise.

10.4 The Customer shall notify Companies House immediately where there are grounds for suspecting that a person has discovered or is making use of the Customer's System Identification Number and / or Password without the knowledge, consent or permission of Companies House or the Customer.

10.5 The Customer shall be responsible, for all charges incurred for the use of the Service when access to the Service is obtained through the use of the Customer's System Identification Number and Password, save for any Information Charges incurred by use of the Service by someone other than the Customer after due notification of Companies House pursuant to condition 10.4 provided that the Customer has complied with condition 10.1.

10.6 The Customer shall not hold itself out as being or representing or otherwise associated or connected with Companies House.

10.7 Without limitation to the foregoing, the Customer shall not use or refer to Companies House and/or its logo in any advertising, marketing or promotional literature or press release or statement without the prior written consent of Companies House.

## 11. limitation of liability

Nothing in this Agreement shall exclude or restrict liability for death or personal injury resulting from the negligence of Companies House or its employees while acting in course of their employment.

11.1 Companies House liability in contract, tort or otherwise arising out of or in connection with the performance or observance of Companies House's obligations under this Agreement shall be limited to the amount of the relevant Information Charges paid by the Customer to Companies House in respect of the Information in question.

11.2 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.

11.3 In no circumstances shall Companies House be liable to the Customer for any loss or damage arising from any interruption or cessation of Service.

11.4 Companies House hereby expressly excludes all liabilities in respect of inaccurate or incomplete information obtained via the Service howsoever arising including (without limitation) those arising as a result of inaccuracies in the information provided to Companies House.

## 12. termination

12.1 Without prejudice to its other rights, Companies House shall have the right forthwith to terminate this Agreement by notice in writing to the Customer and to claim for any resultant losses and expenses if:

a) the Customer fails to make payment when it becomes due or shall default in due performance or observance of any other obligations of this Agreement or any other agreement between the Customer and Companies House; or  
(b) 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 to present a winding up petition or to make a winding up order.

12.2 Upon termination of this Agreement howsoever arising the following provisions shall apply:

a) termination of this Agreement 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  
(b) Companies House shall no longer be obliged to fulfil any of its obligations here under and shall not be obliged to refund to the Customer any payments made by the Customer to Companies House; and  
(c) outstanding Invoices and Subscription Charges and any Invoices raised or Subscription Charges due after termination in relation to the use of the Service prior to termination shall continue to be paid in accordance with the terms of this Agreement and any Subscription Charge due in respect of a month shall be payable in full even if the Agreement is terminated before the end of that month.

## 13. suspension of services

13.1 Companies House may at its sole discretion elect to suspend forthwith provision of the Service until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:

(a) Companies House is entitled to terminate this Agreement for any reason;  
(b) Companies House withdraws the Customer's System Identification Number and / or Password under condition 9; or  
(c) Companies House is obliged to comply with an order instruction or request of government, emergency services organisation or other competent administrative authority; or  
(d) Companies House has reason to believe that the Customer is in breach of the terms of this Agreement.

13.2 Any exercise by Companies House of its rights of suspension in respect of an event referred to in condition 13.1 shall not exclude Companies House's rights subsequently to terminate this Agreement.

13.3 The Customer shall reimburse Companies House for all reasonable costs and expenses incurred in the implementation of such suspension and/or the commencement of the provision of the Service.

## 14. software

14.1 The Software (if any) provided by Companies House is supplied to the Customer without charge and Companies House excludes to the fullest extent permitted by law all express or implied representations conditions or warranties statutory or otherwise as to the state quality accuracy fitness performance or otherwise of the Software.

14.2 The Customer acknowledges that it is the Customer's responsibility to comply with any conditions on use of the Software imposed by the owner or licensor of the Software.

14.3 Companies House accepts no liability for any damage to the Customer's computer system arising from the transfer of any virus.

## 15. force majeure

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 or fuel supplies, flood, draught, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operator, internet service provider, government or highway authorities, public or other competent authority or war, military operations or riot.

## 16. non-assignment

The Customer shall not assign, delegate or otherwise deal with all or any of its rights and obligations under this Agreement without Companies House's prior written consent.

## 17. entire agreement

17.1 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and except as provided in condition 4.2 this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party hereto. Nothing in this Agreement shall be taken as excluding any liability resulting from any fraudulent act or omission of either party.

17.2 This Agreement shall prevail over any inconsistent terms or conditions referred to in the Customer's application or in correspondence or elsewhere and any conditions and stipulations to the contrary are hereby excluded and extinguished.

## 18. service of notices, etc.

18.1 Any notice, invoice or other documents which may be given by Companies House under this Agreement 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's address for the service of any notice by the Customer under this Agreement 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.

18.2 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.

## 19. waiver

Failure by either party to exercise and enforce any rights conferred by this Agreement 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.

## 20. severability

In the event that any provision of this Agreement or any part thereof shall be held unlawful or invalid for whatever reason it shall be deleted or such modification made as may be necessary to make it valid and enforceable and so that the remaining provisions hereof shall continue in full force and effect.

## 21. governing law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales, and the parties submit to the jurisdiction of the courts of England and Wales.

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

Companies House  
Finance Department  
Crown Way  
Cardiff  
CF14 3 UZ

## Instruction to your Bank or Building Society to pay by Direct Debit

6	7	6	8	1	9
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Name(s) of Account Holder(s)


Companies House Reference Number

--	--	--	--	--	--	--	--	--	--

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

### Instruction to your Bank or Building Society

Please pay Companies House Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Companies House and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

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Date

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Banks and Building Societies may not accept Direct Debit Instructions from some types of account

DD12

This guarantee should be detached and retained by the Payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Companies House will notify you ten 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 of your letter to us.