**The terms of our PROOF agreement with you**

This PROOF agreement is made under s1070 of the Companies Act 2006. Only companies and limited liability partnerships are eligible to participate in PROOF. The Registrar operates PROOF in accordance with these terms. These terms must be accepted by any company or limited liability partnership that applies to join PROOF.

**1. Definitions and interpretation**

**1.1** Any reference in this agreement to a “Company” 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 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

**1.2.6** the headings are for convenience only and shall not affect its interpretation.

**1.3** 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 PROOF is made available to the Company. The terms of this agreement govern the form and manner of delivery to the Registrar of PROOF documents to the exclusion of any other terms.

**3. Joining PROOF: start date**

**3.1** The Company must submit an application to join PROOF to the Registrar. Details of how to apply are on the website. This PROOF agreement becomes binding when the Registrar accepts the application to join. The Registrar will give written notice to the Company if its application is accepted.

**4. Agreement**

**4.1** This clause 4 is subject to the remaining terms of this agreement.

**4.2** The Company agrees that each and every PROOF document must be delivered to the Registrar in digital form in accordance with the Registrar’s requirements for the delivery of documents in digital form.

**4.3** This clause 4.3 applies only to a notice of change of registered office address. If a notice of change of office address is delivered to the Registrar in paper form other than permitted by clause 5, the Company instructs the Registrar:

**4.3.1** to reject the document as not having been delivered in accordance with this agreement; and

**4.3.2** to return the document, unregistered, to the new address supplied in the notice as being the proposed location of the registered office.

**4.4** If a PROOF document (other than a notice of change of registered office address – see 4.3) is delivered to the Registrar in paper form other than as permitted by clause 5, the Company instructs the Registrar to reject the document as not having been delivered in accordance with this agreement and to return the document to the Company, unregistered.

**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 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 *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 5.3 applies irrespective of the date of delivery of the previously delivered PROOF document and irrespective of the form in which it was delivered.

5.4 ***Complex resolution for a change of name***: If the Company passes a resolution for a change of name that is not eligible to be delivered for filing using the Registrar’s digital filing services the Company must deliver the notice for change of name and the copy of the resolution for a change of name in paper form in accordance with the Registrar’s requirements for the paper delivery of such documents. If the Company delivers the Change of Name by Special Resolution in paper form, if the notice for change of name and the copy of the resolution for a change of name are sent separately each must be accompanied by a paper consent.

**6. No guarantee of availability of digital filing services**

**6.1** The Registrar gives no warranty or undertaking to the Company under this agreement in respect of the availability of digital filing services. The Company understands and accepts that its participation in PROOF does not guarantee that digital filing services will be available when the Company wishes to deliver a PROOF document.

**6.2** The Company is responsible for ensuring that it complies with its statutory obligations in a timely manner, whether or not digital 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.

**7. Termination of PROOF scheme**

**7.1** ***Termination event affecting Company***

 **7.1.1** This agreement will terminate with immediate effect if a termination event occurs in respect of the Company. Termination under this clause 7.1.1 is automatic and is not conditional on one party notifying the other that the agreement is terminated.

 **7.1.2** A Company in respect of which a termination event has occurred may not participate in PROOF. The Company may apply to join or re-join PROOF when it is no longer subject to the termination event.

**7.2 *Termination by notice by the Registrar:*** The Registrar may terminate this agreement with immediate effect by giving written notice to the Company. The Registrar may also notify one or more or any of the directors (or members as the case may be) of the Company that the agreement is terminated. The Registrar will give reasons for terminating the agreement under this clause 7.2 to the Company if requested.

**7.3** ***Withdrawal of PROOF in its entirety:*** The Registrar may withdraw the provision of PROOF in respect of all participants at any time by giving notice on the website. The Registrar shall be entitled to withdraw PROOF with immediate effect although the Registrar will, where reasonably practicable, endeavour to give no less than three months’ notice of the withdrawal.

**7.4** ***Termination by the Company:*** The Company may terminate this agreement by giving notice to the Registrar in accordance with the “Leave PROOF” procedure published on the website from time to time. If no “Leave PROOF” 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 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 “Leave PROOF” 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 that the agreement is terminated.

**7.5** Upon termination of this agreement, the Company will no longer be entitled to participate in PROOF and the provisions of this agreement will cease to apply.

**8. Communication under this agreement**

**8.1** 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:

**8.1.1** if sent by email on the day of sending;

**8.1.2** if sent by prepaid first-class post on the second working day after the date of posting; and

**8.1.3** if delivered by hand when received.

**8.2** The Registrar may elect to send any notice or other communication:

**8.2.1** by post to the Company at its registered office (or principal place of business if the body is not required to have a registered office);

**8.2.2** by email to the Company at the email address supplied by the Company for communication;

**8.2.3** to any other address notified to the Registrar by the Company for the purposes of communications under this agreement from time to time.

**8.3** The address(es) and email address(es) to which the Company should send notices and other communications under this agreement are specified on the website from time to time. If in any doubt, the Company should call **0303 1234 500** or email: **enquiries@companieshouse.gov.uk** for assistance.

**9. Important information**

**9.1** Nothing in this agreement overrides or affects the duty imposed on the Company to deliver documents to the Registrar.

**9.2** 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.

**9.3** This agreement is personal to the Company. It cannot be transferred to, or used for the benefit of, another person.

**9.4** The Company 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 PROOF; and (iii) that its application to join PROOF 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 (NB system constraints mean a very small number of annual returns cannot be sent using digital filing services – these should be sent in paper form with a paper consent in accordance with the process set out in Clause 5.1);

“change of name” means each and any PROOF document identified with the letters “CON” in column 3 of the table in schedule 2;

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

“company” has the meaning set out in s1(1) of the Act;

“Company”—see clause 1.1 of this agreement;

“digital filing services” means such facilities as are made available by the Registrar for the purpose of delivering documents for filing in digital form;

“limited liability partnership” has the meaning set out in s1 of the Limited Liability Partnership 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 under the legislative provisions specified in column 2 of that table;

“PROOF” means the (PROtected On-line Filing) scheme operated by the Registrar pursuant to section 1070 under which a Company agrees to deliver its PROOF documents in digital 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 for filing under any enactment and all certificates issued by the Registrar;

“Registrar’s requirements for the delivery of documents in digital form” means the Registrar’s requirements applicable to documents delivered to the Registrar in digital form as specified in the Registrars’ (Electronic Form) Rules 2012;

“Registrar’s requirements for the delivery of documents in paper form” 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 Registrars’ Rules 2009 and the Registrars’ (Electronic Form) Rules 2012 as may be modified, amended or replaced from time to time;

“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 is recorded on the register in respect of the Company:

(a) any of the following forms prescribed by the Insolvency Rules 1986, The Insolvency (England & Wales) Rules 2016, the Insolvency (Scotland) Rules 1986, the Insolvency (Scotland) (Company Voluntary Arrangements and Administration) Rules 2018, the Insolvency (Scotland) (Receivership and Winding Up) Rules 2018, 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)
* CVA1 Notice of voluntary arrangement taking effect
* CVA1(SC) Notice 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)
* AM01 (E&W) (Notice of Administrator’s Appointment)
* AM01(SC) (Notice of administrator’s appointment)
* Form 2.12B(NI) (Notice of Administrator’s Appointment)
* Form 4.20(E&W) (Statement of Company’s Affairs)
* LIQ02 Notice of statement of affairs
* Form 4.70(E&W) (Members’ Voluntary Winding Up Declaration of Solvency)
* LIQ01 Notice of statutory 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)
* WU02 Notice of order of appointment of provisional liquidator in a winding-up by the court
* WU02(SC) Notice of order of appointment of provisional liquidator in a 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)

 Order of Winding Up by the Court (NI)

(c) Form F14 (Notice of Compulsory Winding Up by the Court) (E&W)

 WU01 Notice of court order in a winding-up

 WU01(SC) Notice of court order in a winding-up

(d) A resolution for the voluntary winding up of a Company or a determination for the voluntary winding up of an LLP

(e) Form 600 (Notice of Appointment of Liquidator Voluntary Winding Up) (Members or Creditors))

(f) Form VL1 (NI) (Notice of Appointment of Liquidator Voluntary Winding Up (Members or Creditors); or

(g) Form RM01 or LL RM01 (Notice of Appointment of Receiver or Manager)

 Form RM01(SC) (Notice of appointment of receiver);

or

ii. the register in respect of the Company shows that the company is “closed” or “converted”; or

iii. the Company 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;

“website” means [www.gov.uk/government/organisations/companies-house](http://www.gov.uk/government/organisations/companies-house)

**Schedule 2**

**Table of PROOF documents:**

|  |  |  |
| --- | --- | --- |
| **Number and name of document**  | **Legislation**  | **Annual return (AR) / Change of registered office address (ROA)/Change of Name (CON)** |
| 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 |
| 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  |  |

 |

|  |  |  |
| --- | --- | --- |
| In accordance with Section 9 of the Limited Liability Partnership Act 2000 | In accordance with Section 9 of the Limited Liability Partnership Act 2000  |  |

 |

|  |  |  |
| --- | --- | --- |
|  | 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 |
|

|  |  |  |
| --- | --- | --- |
| LL TM01 (LLP Termination of appointment of member)  | 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 TM01 (LLP Termination of appointment of member)  | 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  |  |

|  |  |  |
| --- | --- | --- |
| NM01 - Notice of change of name by resolution | Section 78 Companies Act 2006 | CON |
| Change of Name by Special Resolution | Section 78 Companies Act 2006 | CON |

**Schedule 3**

Paper consent pro forma (following pages)







