

Companies House XML Gateway credit account application

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

for official use only							
account no:						date rec'd fin:	
db ud:		access		admin		QSP	sign on:
letter sent:						proposed CL:	
suspend off:						sender ID:	
contract ref:						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: _____

principal business activity: _____

annual turnover: _____

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that the corporate entities send to us. We accept all information that such entities deliver to us in good faith and place it on the public record. The fact that information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.



Companies House XML Gateway sales agreement terms and conditions

1. definitions

In this Agreement, the following terms should have the following meanings: "Acceptance Date" means the date referred to in Clause 3.1;

"Authentication Key" means such unique network or account identification(s) issued to the Customer by Companies House from time to time in order to allow the Customer access to and use of the Service; "Customer" means a person at whose application Companies House agrees to provide the Service upon the terms of this Agreement; "Information" means information from public records maintained by Companies House obtained by the Customer through use of the Service; "Information Charges" means Companies House charges for information set out in Part 2 of Schedule 1 as amended from time to time; "Service" means the XML Gateway electronic information service provided by Companies House as described in Part 1 of Schedule 2; "Specification" means Companies House specification from time to time of how XML requests should be submitted by the Customer and how XML responses from Companies House will be formatted such specification being determined in accordance with Clause 9; "Subscription Charges" means Companies House charges for access to the Service set out in Part 1 and 2 of Schedule 1 as amended from time to time; "Webaddress" means <http://xmlgw.companieshouse.gov.uk>; "XML" means extensible markup language; and the singular shall include the plural and vice versa. The expressions "Customer" and "Companies House" shall include their respective successors and permitted assigns, sub contractors, employees and agents.

2. agreement

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

3. duration

3.1 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 terminated in accordance with Clause 12 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.

3.2 If Companies House sends the Customer a revised version of these terms, together with a notice stating when such revised terms shall come into force (being not less than one month thereafter), if the Customer continues to use the Service after such date, then the Customer shall be deemed to have accepted such revised terms with effect from such date.

4. use of the service

4.1 The Customer may extract Information from the Service and use it in accordance with section 47 of the Copyright Designs and Patents Act 1988 as amended from time to time.

4.2 Companies House shall provide the additional services specified in Part 2 of Schedule 2 to the Customer.

4.3 Companies House shall not be responsible for the provision of any services whatsoever to the Customer's clients and/or end users (including without limitation helpdesk support or advice, clarification or training of any nature whatsoever) nor for the Customer's interpretation or use of the Information. Without limitation to the generality of the foregoing, the Customer shall be responsible for compliance with any applicable data protection, copyright and other legislation and regulations.

5. charges and payment

5.1 In consideration of Companies House providing the Service the Customer shall pay to Companies House: Monthly Subscription Charges; and Information Charges.

5.2 Unless otherwise agreed by Companies House in writing, all charges under this Agreement shall be payable in pounds sterling by the Customer within 30 days of dispatch of Companies House invoice therefor.

5.3 Companies House shall prepare and send an invoice to the Customer for all other charges hereunder at monthly or such shorter intervals and in such form and manner as Companies House shall deem appropriate taking into account the Customer's credit rating and financial and other relevant circumstances.

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

5.5 Companies House shall notify the Customer of any increase or decrease in the Subscription Charges and/or the Information Charges and/or the discount set out in Schedule 1 by prior written notice issued, not less than one month before such increase or decrease comes into effect. If the Customer continues to use the Service after that date, the Customer shall be deemed to have accepted such increase or decrease with effect from such date.

6. authentication key

6.1 Companies House shall provide the Customer with an Authentication Key.

6.2 The Customer shall at all times comply with Companies House conditions of use of the Authentication Key as specified herein or as specified in the Specification or as otherwise notified to the Customer by Companies House from time to time.

7. allocation

7.1 Companies House may withdraw the Authentication Key and allocate a new Authentication Key to the Customer at no extra charge if Companies House has reason to believe such Authentication Key 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 occasions as Companies House may deem reasonably necessary.

7.2 Companies House may withdraw an Authentication Key from the Customer if this Agreement or any part hereof is terminated or suspended for any reason.

7.3 Companies House may withdraw an Authentication Key where in its opinion there are reasonable grounds for believing the Customer has not complied or is not complying with this Agreement.

7.4 Companies House may reveal or disclose the Authentication Key, address and telephone number of the Customer 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.

8. customer's obligations

8.1 The Authentication Key allocated to the Customer by Companies House is confidential and personal to the Customer and it is the Customer's responsibility to keep its Authentication Key confidential and safeguarded.

8.2 The Customer may request Companies House to issue a new Authentication Key but the Customer continues to be responsible for security of access and safeguarding previous Authentication Keys.

8.3 The Customer undertakes to use the Authentication Key in accordance with the rules and instructions given by Companies House to the Customer from time to time.

8.4 The Customer shall notify Companies House immediately if it suspects that a person has discovered or is making use of the Customer's Authentication Key without consent or permission of the Customer.

8.5 The Customer shall be responsible for all charges incurred through the use of the Service when access to the Service is obtained through the use of the Customer's Authentication Key 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 Clause 8.4 provided the Customer has complied with Clause 8.1.

9. the specification

9.1 Subject to clause 9.4 the Specification shall be available:-

At the Webaddress (such Specification being set out at the date hereof in the Interface Specification section of the Webaddress); or At such other on-line location as notified to the Customer from time to time by Companies House.

9.2 Companies House reserves the right to amend the Specification. Any amended version of the Specification shall be made available in accordance with Clause 9.1. It is the Customer's responsibility to monitor the relevant on-line location to check for any amendments to the Specification.

9.3 If the Specification is amended then subject to the other terms of this Agreement Companies House will endeavour to allow the Customer to continue to use the Service in accordance with the version of the Specification available prior to the relevant amendment(s) being made but such use shall in any event not be possible after the earlier of: the expiry of twelve weeks from the amended version being placed on the relevant on-line location in accordance with Clause 9.1

or that amended version being further amended in accordance with Clause 9.2.

9.4 Companies House does not guarantee the availability of the Specification in accordance with Clause 9.1. If the Specification is not so available Companies House will upon request send the Customer a paper copy of the Specification.

10. publicity

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

10.2 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

11.1 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 the course of their employment.

11.2 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 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.

11.3 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.

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

11.5 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.

11.6 The Service involves provision of the Information in accordance with the Specification and Companies House accepts no liability for the Customer's inability to access the Information or to access it in the correct form arising from the Customer's system not being compatible with the Specification.

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

12. termination

12.1 Without prejudice to its other rights, either party shall have the right forthwith to terminate this Agreement by notice in writing to the other if: -

the other party shall fail to remedy any breach or default in performance or observance of any obligation under this Agreement within 14 days of receipt of notice of such breach or default; or 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 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 make a winding up order.

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

Companies House shall no longer be obliged to fulfil any of its obligations hereunder and shall not be obliged to refund to the Customer any payments made by the Customer to Companies House; and 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 Charges due in respect of a month shall be payable in full even if the Agreement is terminated before the end of the 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:

Companies House is entitled to terminate this Agreement for any reason;

Companies House withdraws the Customer's Authentication Key under Clause 7.3;

or Companies House is obliged to comply with an order, instruction or request of government, or emergency services organisation or other competent administrative authority.

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

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

14. 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, drought, 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, war, military operations or riot.

15. 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 prior written consent, such consent not to be unreasonably withheld or delayed.

16. entire agreement

16.1 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 Clause 3.2 this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party hereto.

16.2 This Agreement shall prevail over any inconsistent terms or conditions referred to in the Customer's application or in correspondence or elsewhere and any terms and conditions to the contrary are hereby excluded and extinguished, save for such amendments as may be agreed from time to time, as defined in Clause 16.1 above.

17. service of notices

17.1 Any notice 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 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.

17.2 Companies House 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.

17.3 Any such communication will 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.

17.4 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.

18. no 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.

19. transfer of control

The Customer is obliged to give notice in writing to Companies House of any proposed change in the control of the Customer which shall mean a substantial change in the directors of the Customer or a substantial change in the ownership of the Customer other than as a result of any listing on the Stock Exchange or other similar market for shares. Such notice must state the nature of the proposed change and the identity of the party or parties involved.

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 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.

SCHEDULE 1

PART 1
Monthly Subscription Charge - £5.00

PART 2
Information Charges: -

PRODUCT/SERVICE	
SCREEN CHARGES:	PRICE(£)
Company Indexes.....	No Charge
Basic Company Details.....	No Charge
History of Company Transactions.....	No Charge
Mortgage Index.....	No Charge
Company Appointments.....	1.00
Personal Appointments / Company Officer Search....	1.00
DOCUMENT IMAGE ORDERS:	
Download per individual document image.....	1.00

The Customer shall receive a discount equivalent to 15% of the gross invoiced value of the Information Charges invoiced in accordance with Clause 5.4.

SCHEDULE 2

PART 1

The Service: -
The XML Gateway electronic information service provides on-line access to various databases of public records of company information managed and updated by Companies House.

The Service permits access to the following records and information resources:

- The index of company names, registered addresses and status details.
- Names and addresses of appointed company officers.
- The electronic register of mortgages and charges.
- Document images of company filings where the relevant company filing is held by Companies House as a document image in electronic format.

Companies House reserves the right to amend or improve the Service and/or the Information from time to time.

The Service is provided over the Internet using an XML Gateway. Subject to Clause 9, requests for Information pursuant to the Service shall be submitted in accordance with the Specification and responses by Companies House to those requests will be formatted in accordance with the Specification.

The normal hours of availability of the Service are 07:00 to Midnight UK Time Monday to Sunday (excluding UK Bank Holidays). Companies House does not guarantee access to the Service and the Information during the normal hours of availability but will notify the Customer of any material system changes, planned developments and maintenance which it envisages will lead to system downtime or otherwise materially affect the delivery of the Information or the Service.

PART 2

Additional Services: -
Companies House will provide a helpdesk service to the Customer to provide support at the discretion of Companies House on data queries, order status and other enquiries in respect of the Service or the Information provided.

Companies House will administer the account and billing queries of the Customer in accordance with Clause 5.3 and Clause 5.4 of this Agreement.

The invoice provided shall include the following data items for each transaction:

- Companies House identifier.
- Customer account number.
- A 24 character reference field (originated by the Customer).
- Date of search.
- Time of search.
- The name of the company searched.
- The registration number of the company searched (if applicable).
- The made-up-date of accounts or annual returns ordered (if applicable).
- The relevant product code for the information supplied.

The normal hours of availability of the helpdesk service are 08:00 to 18:00 UK Time Monday to Friday (excluding UK Bank Holidays).

Companies House does not guarantee the availability of the helpdesk during such hours.

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

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Bank/Building Society account number

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

Branch Sort Code

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

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.

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

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.