

**Important:** Please read section 12 (Limitation of Liability) carefully before using our services.

These Terms apply to all current and future identity verification services provided by Charterhouse (Accountants) Limited ("CALTD"). Any other services we provide will be covered by the terms in your Letter of Engagement.

## 1. Key Definitions

**ACSP** – Authorised Corporate Service Provider (as defined in the Companies Act 2006).

**Client** – The person or business we are instructed to invoice for the Services.

**Instructing Party** – The person providing the instructions (may be the Client, their agent, or employee).

**Individual** – The person whose identity is being verified.

**Services** – Our identity verification service (CALTD Verify).

**ECCTA** – The Economic Crime and Corporate Transparency Act 2023.

**Guidance, Rules, Verification Regulations, Vouch Guidance** – Official government and Companies House standards we must follow.

## 2. Client, Instructing Party, and Individual

The Client, Instructing Party, and Individual can be the same person or different people.

If you act as the Instructing Party, you confirm you are authorised to bind the Client to these Terms.

CALTD's duty of care is owed only to the Client, not to the Instructing Party (if different).

## 3. Our Services

We use approved identity verification technology and processes based on government guidance.

We may require additional documents such as proof of address or evidence of name changes.

Verification will be based on the information on the original identity document. If your records differ (e.g., nickname vs. full name), the document will take precedence.

You consent to us providing this verified information to Companies House.

## 4. Your Responsibilities

You must provide complete and accurate information, evidence, and contact details.

The Individual must confirm the information they provide is true and not misleading.

You are responsible for ensuring compliance with ECCTA, including completing verification on time.

## 5. No Guarantee of Verification

CALTD will only submit a verification statement if, in our sole judgment, we are satisfied that identity verification is complete.

If we are not satisfied, we will refuse to submit the verification.

We will keep all verification-related information confidential except where disclosure is required by law or regulatory authorities.

## 6. Fees and Billing

Fees are exclusive of VAT and reviewed annually.

We will invoice at the start of the process and work will not commence until payment is received.

Additional charges may apply if further work is required.

Interest may be charged on overdue amounts

You remain responsible for payment even if a third party agrees to pay but does not.

## 7. Document Handling

We do not store original physical documents and may destroy any you send us.

Copies of identity documents must be kept for seven years for compliance purposes.

Files may be reviewed by regulators for audit purposes.

## 8. Communications

We use antivirus and spam filters but cannot guarantee transmissions are virus-free or always delivered.

CALTD may monitor emails for compliance and security purposes.

## 9. Sanctions and Restrictions

We will not provide Services to anyone in a jurisdiction subject to UK financial sanctions or appearing on UK/EU/UN sanctions lists.

If we discover this after payment, fees will not be refunded, and no liability will be accepted.

## 10. Re-Verification

Companies House may request re-verification in the future. This is a separate service and will incur additional fees.

## 11. Intellectual Property

We retain copyright and other rights over all documents and materials we provide to you.

## 12. Limitation of Liability

CALTD will not be liable for indirect or consequential losses (including loss of business, profit, or goodwill).

Our total liability for any claim will not exceed **£500**.

We are not liable to the Individual or Instructing Party (if different from the Client) or to third parties.

We are not responsible for missed deadlines, or any penalties incurred if you fail to provide information in time.

## 13. Data Protection

Personal data is processed in line with our Data Privacy Notice.

## 14. Complaints and Governing Law

If you are unhappy with our service, please contact us via [welcome@charter-house.net](mailto:welcome@charter-house.net).

These Terms are governed by the law of England and Wales, and disputes will be handled by the English courts (unless CALTD chooses a different jurisdiction).