

Frank Investments Companies House Identity Verification Service Terms and Conditions

1. Introduction

Frank Investments Limited ("FI") is an Authorised Corporate Service Provider (ACSP) and provides the Frank Investments identity verification service. These terms and conditions govern the Services.

Your attention is brought to the limitations of liability in paragraph 17 below. Please read this carefully and ensure that you understand and accept this provision.

These terms are intended to apply to all present and future dealings you have with FI including using the Services for the purpose of reverifying an Individual identity. To the extent that we provide any services to you not related to the Services, these will be governed by our standard terms and conditions which can be provided on request.

These terms were last updated on 24 October 2025.

2. Definitions

In these terms and conditions, the following terms shall bear their ascribed meaning:

"ACSP" means authorised corporate service provider as defined in section 1098A of the CA;

"CA" means the Companies Act 2006;

"Client" has the meaning given to it in paragraph 3 below.

"ECCTA" means the Economic Crime and Corporate Transparency Act 2023;

"Guidance" means Companies House Guidance titled 'How to meet Companies House identity verification standard' available [here](#):

"Identity Verification" means the process of confirming that a person is who they claim to be as required by the CA as amended by ECCTA;

"Individual" means a person that is undertaking Identity Verification by FI as part of the Services;

"Instructing Party" means the person providing the instruction to FI, whether or not they are the same person as the Client or an agent, employee or officer acting on behalf of the Client;

"Instructions" means the details provided by the Instructing Party to FI whether through the website of FI, the software platform of FI, by email, phone or by any other means and as may be updated from time to time;

"Rules" means the Registrar's (Identity Verification by Authorised Corporate Service Providers) Rules 2025;

"Services" means Frank Investments ID Verification (FI ID Verification)

"TrustID", is a certified Identity Service Provider (IDSP) that partners with Authorised Corporate Service Providers (ACSPs) to deliver secure, compliant identity verification services. Frank Investments has appointed TrustID to act as a 'data processor' on Frank Investments behalf.

“Verification Regulations” means the Registrar (Identity Verification and Authorised Corporate Service Providers) Regulations 2025.

“Vouch Guidance” means the Government Digital Service’s Guidance titled ‘How to accept a vouch as evidence of someone’s identity’ available here:

“you” means the Client.

Terms defined in our standard terms and conditions, the CA, ECCTA, the Rules and the Verification Regulations will bear the same meaning in these terms and conditions unless the context otherwise requires.

3. The Client, the Instructing Party and the Individual

Our Client shall be the person (whether a corporate entity, natural person or other person) whom we are requested to invoice for the Services or whose details are provided to us as the Client.

The Instructing Party is the person (whether a corporate entity, natural person or other person) who provides instructions to FI whether online, via email or in any other manner.

The Client, the Instructing Party and the Individual may all be the same person or they may be different persons.

If the Instructing Party is an agent of the Client, then by completing the Instructions the Instructing Party confirms that they have full authority to bind the Client to these terms and conditions. The Instructing Party agrees that FI does not owe it any duty relating to the Services. All obligations of FI are only owed to the Client.

4. The Services

The Services are the processes by which Identity Verification is achieved and involves FI using the Guidance, the Rules, the Vouch Guidance and the Verification Regulations to achieve Identity Verification to its sole satisfaction. Upon completion of Identity Verification the Registrar is obliged to allocate a unique identifier to any individual whose identity is verified.

The Services are provided by FI to the Client and for the benefit of the Client.

Frank Investments uses identity verification technology to verify the identity of an Individual using a single identity document pursuant to Option 1 of the Companies House Guidance: “How to meet Companies House identity verification standards.”. In some circumstances additional information may be required to complete Identity Verification including evidence of recent address history and any change of name of the Individual.

The Identification verification technology used by Frank Investments is supplied by the third party “TrustID”. TrustID is a certified Identity Service Provider (IDSP) that partners with Authorised Corporate Service Providers (ACSPs) to deliver secure, compliant identity verification services. Through its technology platform, TrustID enables ACSPs to carry out director identity checks in line with Option 1 of the Companies House Guidance: “How to meet Companies House identity verification standards.” TrustID’s Document Verification service performs automated machine-based

checks and document fraud analysis on identity document images. Documents which do not pass these checks are automatically escalated to the TrustID document analysts for manual assessment.

FI also in some cases provides services using Option 2 of 'How to meet Companies House identity verification standard'.

FI in some cases must replace some of the checks performed by the identity verification technology with reliance on a vouch pursuant to the Vouch Guidance however the identity document is still subjected to electronic checks.

The Services cannot achieve Identity Verification without the original identity document of an Individual being subjected to the checks FI deems appropriate to meet the requirements of the Guidance, the Rules, the Vouch Guidance and the Verification Regulations.

The information that will be used to achieve Identity Verification is that contained within the identity document. If there is a discrepancy between the information received by FI from other sources (including the Client, the Instructing Party and/or the Individual) and the information contained within the identity document the latter will take precedence and will be used to complete Identity Verification and this is the information that will be provided to the Registrar. For example, a person presented as 'Kate Barnes whose passport displays their full name as 'Anna Katherine Barnes will be verified as 'Anna Katherine Barnes. You and the Individual hereby confirm and consent that you agree to us providing the information on an identity document to the Registrar to complete the Identity Verification.

5. Accuracy of all information provided

The Client understands and accepts that we are reliant on the provision of the required information including the Instructions, the required evidence, the required personal information and the required contact information as defined by the Guidance, the Rules, the Vouch Guidance and the Verification Regulations to complete Identity Verification. Each Individual will be asked to confirm that the information provided to FI is true, complete and not misleading in any material respect.

6. No Guarantee of Identity Verification

Frank Investments Limited is an ACSP and as such can deliver verification statements to the Registrar. It is the responsibility of the Client and each Individual to provide all information that is required to complete Identity Verification. If FI is not satisfied (solely in its view) that Identity Verification has been achieved, FI shall refuse to deliver a verification statement to the Registrar.

In such event, FI fees shall not be refunded, and no liability shall be incurred.

7. Confidentiality

Other than as may be required by law (including under the Verification Regulations, the Rules, the Vouch Guidance and the Guidance) or as considered reasonable by FI to assist government and/or law enforcement agencies or as otherwise set out in these terms and conditions, both FI and you, as applicable (the Receiving Party) shall keep in strict confidence all technical or commercial know-how, all information relating to the Identity Verification process, specifications, inventions, processes or

initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party, its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business or its products or its services which the Receiving Party may obtain. To the extent that any information is publicly available through no fault of the Receiving Party this clause shall not apply.

8. Basis of charging

All fees are exclusive of VAT (if applicable). FI rates are normally reviewed annually, with effect from April in any year although we reserve the right to review our fees at any time. The VAT number of Frank Investments Limited (FI) is 259964736.

9. Fees

FI shall generally issue an initial invoice for our services at commencement of the Services. FI reserves the right not to commence any work until this initial invoice is settled in full. If work is commenced prior to this being settled, FI reserves the right to suspend work until this is settled.

If any further fees are incurred, FI shall issue an invoice for the balance of the fees which shall be immediately due. FI may refuse to deliver a verification statement to the Registrar until all fees are paid in full.

FI may charge interest on any outstanding amount from the date of the invoice at 4% per annum above the Bank of England's prevailing base rate from time to time. FI fees and disbursements will be payable by you regardless of the outcome of the matter on which we have been instructed, the fees are not refundable. Should a third party agree to pay the FI fees but fail to do so, you will nevertheless be responsible for discharging them.

The fee assumes that the client provides complete, accurate, and timely information necessary for successful verification. In cases where the verification is not achieved to the required standards, the fee remains non-refundable.

Re-verification Costs: Any re-verification, required by external regulations or additional requests, is considered a separate service and is not part of the headline fee.

Fees are quoted exclusive of VAT.

10. Storage, retrieval and use of documents and information

FI does not offer storage of physical documents, and you confirm and agree that we are not obliged to store physical documents on your behalf. FI may destroy any document you send.

FI is required to keep copies of the documents you provide to verify your identity for seven years and you acknowledge that these documents cannot be returned or destroyed during this period.

For the purposes of best practice and compliance with relevant financial and other regulatory requirements, you agree that FI may disclose to appropriate third parties your files, papers and documents for review and audit purposes. FI will take reasonable steps to ensure that confidentiality is maintained. FI stores all data supplied and TrustID Verification reports on Citrix Sharefile. The data will be stored for 7 years as required.

11. Connected companies

If you are a company within a group of companies, these terms also apply to any of your holding, subsidiary or associated undertakings for whom FI accept instructions, whether FI receives those instructions directly or from you. If you instruct FI to represent a subsidiary or associated company, FI's duty of care is only owed to that subsidiary or associated company for as long as you or your holding company retain a significant interest in it.

12. Copyright

FI retains the entire copyright and all other rights in all documents provided to the Instructing Party, the Client, the Individual or any other person.

13. Giving us your instructions

For FI effectively to service your requirements, it is important that you disclose all relevant information to FI fully, accurately and promptly.

14. Communications with you

FI checks communications with anti-virus software but cannot guarantee that transmissions will be free from infection and recommends that you also use your own anti-virus software.

Firewall and automatic spam filters may block a small number of genuine emails so that they do not reach their intended recipient at FI. In such circumstances FI will not be liable for any loss, damage, costs, interest or expenses ("Loss") you may incur directly or indirectly as a result.

You agree that, to ensure regulatory compliance and for the protection of FI's clients and its business, FI may monitor and read emails and attachments sent to and from its servers.

15. Compliance with ECCTA

It is the responsibility of the Client and each Individual to ensure compliance with the provisions of ECCTA and FI accepts no liability in this regard.

16. Delay or refusal of Identity Verification

It is the responsibility of each Individual to ensure that their identity is verified within all applicable timeframes. FI gives no warranty regarding the time it will take to complete Identity Verification and accepts no liability for an Individual failing to complete Identity Verification within the required timeframes.

In certain circumstances Companies House may request re-verification of an identity under ECCTA or the Verification Regulations. Any such re-verification would be a separate service and not covered under the fees for the original verification.

FI will not provide the Services where the Individual resides in a jurisdiction that is subject to UK financial sanctions or where the Individual appears on a UK, EU or UN list of sanctioned persons. For a list of nations subject to UK financial sanctions see . For UK sanctions see . For EU sanctions see . For UN sanctions see <https://main.un.org/securitycouncil/en/content/un-sc-consolidated-list>

If FI is instructed to provide the Services in respect of any such Individual Identity Verification will not be completed.

If we are instructed to provide the Services in respect of such a person and our fees are paid prior to FI identifying this, FI fees shall not be refunded, and no liability shall be incurred by FI.

17. Limitation of Liability

Without prejudice to the other terms, in no event will FI be liable for any indirect or consequential loss. Further FI will not be liable for any loss of goodwill, loss of business, loss of anticipated profits or savings or any pure economic loss, even if such losses are direct losses.

FI will be liable to the Client for costs of rectifying mistakes and/or errors made by FI and any fines or penalties levied on you as a result of our negligence.

FI accepts no liability to the Individual or the Instructing Party, to the extent that they are different persons to the Client.

FI accepts no liability in respect of any losses suffered by third parties including any legal entities of which an Individual, a Client or an Instructing Party is a director, a relevant officer or person with significant control.

In any event, FI's total liability to the Client for any loss shall not exceed £1,000.

The parties accept and agree that the fees agreed by FI are substantively based on the limitations of liability included within these terms and conditions unless otherwise expressly agreed and, given this, the parties agree that these limitations of liability are fair and reasonable in the circumstances.

Nothing in these terms and conditions shall exclude loss for death or personal injury or any liability we may have for loss caused by fraud, fraudulent misrepresentation or reckless disregard of its duties, or any other loss that the law prohibits us from excluding.

Save in the case of fraud or wilful misconduct carried out by us or our employees, FI shall not be responsible for any unauthorised access or loss of personal data held by us that was provided by an Initiator or an Applicant, including without limitation, the alteration, deletion or theft of data.

18. Exclusion of third-party rights

Except where expressly specified, nothing in these terms and conditions or in any other agreement or arrangement between us will confer any rights or other benefits on any third parties, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19. Data Protection

As part of this service, FI and TrustID on FI's behalf will collect personal data. This collection and processing of personal data shall be subject to our Privacy Policy which is available on request.

Frank Investments Limited are an Authorised Corporate Service Provider by Companies House, we are also authorised and regulated by the FCA. In order to provide our services to you, we will need to collect and process certain personal information about you. We will be a data controller in respect of any such personal information about you. We are committed to protecting the privacy and security of your personal information, in accordance with the applicable data protection laws, including the General Data Protection Regulation (GDPR). We collect personal information about you (such information may include your name, date of birth, nationality, address, telephone number, email address, payment card details or bank account details and information about your tax residency, national insurance number, passport details, occupation and other details as applicable to your request) when we receive your application for service and/or instructions to action a Identity Verification check.

We also collect personal information about you in the course of our relationship with you, for example when you or your representative (if applicable) contacts us in connection with our services. We may monitor and record any such communications (such as telephone conversations and emails) for the purpose of our record-keeping and compliance obligations. Occasionally we may receive information about you from other sources (such as credit reference agencies), which we will add to the information we already hold about you in order to help us comply with our regulatory obligations. We may collect information from sources such as credit reference agencies; fraud prevention agencies; law enforcement agencies; public databases, registers and records such as Companies House and the FCA Register; and other publicly accessible sources and also information obtained from sanctions checking and background screening providers.

We require third parties to respect the security of your data and to treat it in accordance with the law. All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

TrustID, acting as a data processor on behalf of Frank Investments (the data controller), will process personal data strictly in accordance with applicable Data Protection Laws, including the UK GDPR. Personal data will only be processed as necessary to deliver the services under the terms of the contract or as instructed by the data controller. The data controller authorises TrustID to use approved third-party processors, provided those processors meet the same data protection standards and obligations. TrustID remains fully responsible for the actions and omissions of any third-party processors it engages. TrustID maintains detailed records of data processing activity in line with Article 28 of the UK GDPR and will support audits as reasonably required. Personal data may be transferred outside of the UK or EEA only if an adequate level of protection is ensured and in compliance with applicable data transfer laws and any reasonable instructions issued by the data controller in advance.

20. Data Security

Data required that is collected by the TrustID site in combination and on behalf of Frank Investments has a multi-layered approach to prevent unauthorised access to customer data, ensuring its confidentiality, integrity, and availability. Key measures include:

Access Controls: We apply the principle of least privilege, ensuring that users only have access to the data they need to perform their job functions. Access to customer data is tightly controlled through

user authentication and role-based access controls (RBAC), ensuring users only have access to the features and data necessary for their role.

Multi-Factor Authentication (MFA): All users accessing sensitive systems, including administrators and privileged users, are required to authenticate using MFA, adding an extra layer of security.

Encryption: All connections to TrustID are secured using HTTPS with TLS encryption, ensuring data is transmitted securely. Customer data is encrypted both in transit (using TLS 1.2 minimum) and at rest (using AES-256) to protect it from interception or unauthorised access.

Regular Audits and Monitoring: We continuously monitor access to sensitive data and conduct regular audits to detect and prevent unauthorised access attempts. Any suspicious activity is promptly investigated.

Data Segmentation: We apply network segmentation and strong perimeter security controls to limit exposure and reduce the risk of lateral movement in case of a breach.

Security Awareness Training: All employees undergo regular security awareness training to recognise phishing attacks, social engineering, and other threats that could lead to unauthorised access.

Incident Response and Remediation: We have a formal incident response plan in place to quickly identify, respond to, and remediate any unauthorised access or potential security breaches. These controls, along with our adherence to recognised security standards such as ISO 27001, to help ensure that customer data remains protected at all times.

21. More Information

We aim to provide a high quality service in every respect. However, if for any reason you are not satisfied with the work which we do for you, and remain unsatisfied after discussing it further, please refer to our complaints handling policy.

22. Governing law

Your relationship with FI (and any claim, dispute or matter arising under or in connection with it) will be exclusively governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the English courts will have exclusive jurisdiction over any claim, dispute or matter arising from or in connection with your relationship with FI and/or the enforceability of these terms and conditions, save that FI has the right, at its sole and absolute discretion, to commence and pursue proceedings in any alternative competent jurisdiction(s).