

MR01

Particulars of a charge



Companies House

024249/26

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record



A32GVCLS

A17

25/02/2014

#67

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 01630389
Company name in full MACFARLANE GROUP UK LIMITED

10 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 21/02/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LLOYDS BANK COMMERCIAL FINANCE LIMITED
(Company No 00733011)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



Gateley (Scotland) LLP

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Wenzhuo Xia				
Company name	Gateley (Scotland) LLP (trading as HBJ Gateley)				
Address	Exchange Tower 19 Canning Street				
Post town	Edinburgh				
County/Region	Midlothian				
Postcode	E	H	3	8	E H
Country	Scotland				
DX	ED27				
Telephone	0131 229 2400				



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1630389

Charge code: 0163 0389 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2014 and created by MACFARLANE GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2014

Dx

Given at Companies House, Cardiff on 26th February 2014

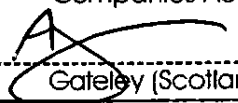


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of
the original subject to the
exclusion of personal
information permitted by
Section 859G of the
Companies Act 2006

 24/2/14
Gateley (Scotland) LLP

BOND AND FLOATING CHARGE

granted by

MACFARLANE GROUP UK LIMITED

REGISTERED NUMBER 01630389

in favour of

LLOYDS BANKCOMMERCIAL FINANCE LIMITED

re. Invoices and certain other assets of the Grantor

This document has important legal consequences for you. Before signing it you should take independent legal advice

BOND AND FLOATING CHARGE

By MACFARLANE GROUP UK LIMITED a company incorporated under the Companies Acts in England and Wales with registered number 01630389 and having its registered office at Siskin Parkway East, Middlemarch Business Park, Coventry CV3 4PE (hereinafter called "**the Client**")

in favour of

LLOYDS BANK COMMERCIAL FINANCE LIMITED, a company incorporated under the Companies Acts in England and Wales with registered number 00733011 and having its Registered Office at No 1 Brookhill Way, Banbury, Oxon, OX16 3EL (hereinafter called "**LBCF**")

WHEREAS the Client and LBCF have or are about to enter into a receivables finance agreement relating to the sale and purchase of some or all of the Client's debts (which agreement is hereinafter referred to as "**The Agreement**"),

AND WHEREAS the Client, in accordance with the Agreement, accepts or will accept certain liabilities and obligations to LBCF,

NOW THEREFORE the Client hereby binds and obliges itself to pay on demand to LBCF all sums which are now and which may at any time hereafter become due to LBCF in any manner of way whatever by it and for which it may at any time become liable to LBCF, whether solely or jointly with any person or persons and whether as principal debtors or guarantors or sureties including without prejudice to the foregoing generality all sums for which the Client is or may become liable to LBCF in accordance with the Agreement with interest on all such sums from the respective times of becoming due until payment at the rate or rates charged or computed in accordance with the ordinary practice of LBCF from time to time or as may be provided in any separate agreement, such interest to include interest as well before as after any decree obtained by LBCF for the said sums; and the Client hereby provides and declares as follows, videlicet -

FIRST In security of the Client's whole obligations to LBCF and without prejudice to that generality in security of the liabilities undertaken by the Client to LBCF in terms of the Agreement, the Client hereby grants in favour of LBCF a floating charge over the Charged Assets

SECOND (a) The Client shall not be entitled to create any further security or charge whatsoever on the Charged Assets hereby charged or any part thereof, or

to sell the Charged Assets or to deal with any monies payable under the Agreement otherwise than by collecting and realising the same in the ordinary course of business subject to the terms of the Agreement

- (b) Except as may be otherwise agreed in writing by LBCF, the floating charge hereby created shall rank in priority to any fixed security as defined in Section 70 of the Insolvency Act thereof for the time being in force and any other floating charge which shall have been granted or created by the Client after the Client's execution hereof

THIRD

At any time after a Default, LBCF shall have power at its option to:

- (a) appoint, petition or apply for the appointment of any person or persons to be a Receiver or Receivers of the Client's assets or of the Client and may in like manner appoint any person or persons to be a Receiver or Receivers in place of any Receivers removed by the court or otherwise ceasing to act, or
- (b) if this Charge contains a qualifying floating charge for the purposes of the Insolvency Act, appoint an administrator of the Client and in such circumstances paragraph B1 of the Insolvency Act shall apply to such floating charge

The Client hereby agrees that any Receiver or Receivers appointed pursuant to the term of this Charge shall have the powers conferred on Receivers pursuant to the Insolvency Act and in addition and without prejudice to any such powers, any Receivers appointed hereunder shall have power to:-

- (i) promote or procure the formation of any new company,
- (ii) acquire (by way of transfer or allotment) for cash any shares in any such new company in the name of LBCF and on its behalf and/or in the name of a nominee or trustee for LBCF,
- (iii) dispose of, or realise any of the Charged Assets or any part thereof to any such new company and accept as consideration or part consideration therefore any shares in any such company;
- (iv) dispose of, or realise (in any manner whatsoever) any such shares or rights attaching thereto;
- (v) to make any arrangement or compromise which LBCF or the Receiver may think fit in relation to the realisation of the Charged Assets,
- (vi) acquire property on behalf of the Client

- (vii) in respect of any assets of the Client situated in England or Wales, exercise all powers conferred by the Insolvency Act on Receivers appointed in England and Wales,
- (viii) to exercise and perform all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets, and
- (ix) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Assets

FOURTH So long as this Charge shall remain in effect, the Client undertakes that it shall not discount, sell, mortgage, charge, assign or otherwise deal in or with its debts present and future or any interest therein otherwise than with the prior written consent of LBCF

FIFTH Any Receiver appointed by LBCF hereunder shall be deemed to be the agent of the Client and not of LBCF and the remuneration of and expenses incurred by such Receiver shall be paid by the Client

SIXTH(a) The Client hereby agrees that the Security created by this Charge shall be a continuing security notwithstanding any discharge of liability or other settlement of account and shall not be satisfied or discharged by any intermediate performance, repayment, discharge or satisfaction of part only of the sums and obligations hereby secured

(b) Any payment or security which may be subject to avoidance pursuant to any law or rules relating to insolvency (including without limitation, the provisions of sections 238 to 245 of the Insolvency Act and no release settlement or discharge by LBCF or any Receiver pursuant to, or based upon any such payment or security shall in any way prejudice or impair the rights of LBCF or any Receiver to enforce the security created by this Charge

(c) The Client hereby irrevocably undertakes to indemnify and hold harmless LBCF and any Receiver and any Attorney or agent appointed pursuant hereto from and against all costs, losses, claims, damages and expenses (howsoever arising) which may be incurred by such person at any time arising (directly or indirectly) out of anything done or omitted to be done pursuant to the powers granted in this Charge, or any breach by any party of its obligations under this Charge.

(d) LBCF shall be entitled in its absolute discretion to retain the security created by this Charge for such period after all sums and obligations secured hereby shall have been paid and/or discharged in full until such time as any payment or security can no longer be avoided or invalidated

SEVENTH For the purpose of enabling LBCF to exercise more readily and beneficially the powers conferred upon it hereunder the Client irrevocably appoints - (1) any

Receiver appointed by LBCF, and (ii) any of the directors of LBCF or the company secretary of LBCF for the time being, as its attorney and attorneys for the purpose of bringing, continuing and defending all proceedings in connection with the assets hereby charged and for the purpose of executing and doing all such deeds, acts and things whatsoever in the name of the Client as may be expedient for the exercise by the Receiver of any of his powers hereunder or otherwise in the interest of LBCF. This power of attorney shall take effect immediately but shall be exercisable only (i) after this Charge has become enforceable in accordance with Clause THIRD or (ii) where this Charge has not become enforceable in accordance with Clause THIRD, in respect of any action which the Client is obliged to take under this Charge, but has failed to take for a period of five days following a request to do so from LBCF

EIGHTH A stated account made out from the books of LBCF and subscribed and attested by any director or the company secretary or other authorised official of LBCF certifying the gross amount of principal, interest, charges and expenses due by the Client to LBCF shall, in the absence of manifest error, be sufficient to constitute or ascertain from time to time a sum or sums, principal, interest, charges and expenses which may be or may become due by the Client to LBCF. The Client consents to the registration hereof and of any stated account referred to in this clause for preservation

NINTH In this Charge:

“Charged Assets” means the Client’s whole right title and interest present and future in and to

- (a) all Non Vesting Invoices,
- (b) all Other Invoices; and
- (c) any amount standing to the credit of any bank account operated by the Client;

“Contract of Sale” means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises,

“Customer” means a party under a Contract of Sale obliged to pay the Client an Invoice and, where the context permits, a prospective Customer,

“Default” means any of the following events

- (a) LBCF makes a demand for payment or discharge of all or any part of the sums secured by this Charge,
- (b) the Client requests LBCF to appoint a receiver or to take possession of the

Charged Assets,

- (c) the Client breaches (or is found to have breached) any of the covenants or warranties given by it to LBCF in this Charge,
- (d) the occurrence of a Termination Event under, and as defined in, the Agreement

"Insolvency Act" means the Insolvency Act 1986 (as amended from time to time);

"Invoice" means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice,

"Non Vesting Invoice" means all Invoices from time to time purported to be assigned to LBCF pursuant to the Agreement which are not assigned absolutely to LBCF for any reason (and whether or not held on trust for LBCF) together with the Related Rights to such Invoices,

"Other Invoice" means all book debts, revenues and claims whether actually or contingently owing to the Client whether or not on account of its trading both present and future and including all claims which may give rise to a debt or revenue and any security held by the Client for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding

- (i) any Invoices validly assigned to LBCF pursuant to the Agreement, and
- (ii) Non Vesting Invoices,

"Receiver" means a receiver (or where permitted by law a receiver and manager or an administrative receiver) appointed pursuant to Clause THIRD of this Charge in respect of the Client or over all or any part of the Charged Assets, and which term will include any appointee when more than one receiver is appointed hereunder,

"Related Rights" has the same meaning as in the Agreement.

TENTH This Charge shall be interpreted according to the Law of Scotland which shall apply to the whole terms and provisions hereof and the Client hereby submits to the non-exclusive jurisdiction of the Scottish Courts

IN WITNESS WHEREOF these presents typewritten on this and the 5 preceding typewritten pages are subscribed for the Client and on its behalf at GLASGOW on the 21ST day of FEBRUARY 2014 by:-

JOHN LOVE

Name of Director**


Signature

ANDREW COTTON

Name of Director/Company Secretary*/**


Signature

In the presence of
Witness***

Name**

Occupation

Address:

.....
*Witness Signature

Key

* Delete as Applicable

** Insert Full Names

*** Only required if the Client is registered with a Sole Director as per the Companies Act 2006