



**Registration of a Charge**

Company name: **BETABITE HYDRAULICS LIMITED**

Company number: **02877457**



X3JWCOCJ

Received for Electronic Filing: **03/11/2014**

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**Details of Charge**

Date of creation: **31/10/2014**

Charge code: **0287 7457 0001**

Persons entitled: **SKIPTON BUSINESS FINANCE LTD**

Brief description: **'I. ALL FREEHOLD OR LEASEHOLD PROPERTY OF THE COMPANY WITH ALL PRESENT AND FUTURE BUILDINGS, FIXTURES (TRADE FIXTURES) PLANT AND MACHINERY WHICH ARE ON SUCH PROPERTY  
II. ALL PATENTS, PATENT APPLICATIONS, INVENTIONS, TRADE MARKS, SERVICE MARKS (WHETHER REGISTERED OR NO), TRADE NAMES, DESIGN RIGHTS, REGISTERED DESIGNS, COPYRIGHTS, KNOW-HOW, TRADE SECRETS, RIGHTS IN COMPUTER SOFTWARE AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS (INCLUDING THE BENEFIT OF ANY LICENCES OR CONSENTS.' FIXED AND FLOATING CHARGE ON BOOK AND OTHER DEBTS**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

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**Authentication of Form**

## Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SKIPTON BUSINESS FINANCE LTD**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2877457

Charge code: 0287 7457 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2014 and created by BETABITE HYDRAULICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2014 .

Given at Companies House, Cardiff on 4th November 2014

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

FIXED AND FLOATING CHARGE  
ON BOOK AND OTHER DEBTS



DATED 31<sup>st</sup> October 2014

BETABITE HYDRUALICS LIMITED (1)

to

SKIPTON BUSINESS FINANCE LIMITED (2)

Head Office

The Bailey  
Skipton  
BD23 1DN

Leeds

Kings House  
52 Wellington St  
Leeds  
LS1 2EE

Manchester

1st Floor  
Alberton House  
30 St Mary's Parsonage  
Manchester  
M3 2WJ

Birmingham

30 St Paul's Square  
Birmingham  
B3 1QZ

Skipton Business Finance Limited  
Registered Office: The Bailey, Skipton, North Yorkshire, BD23 1DN  
Registered in England - Number 4171724

[WWW.SKIPTONBUSINESSFINANCE.CO.UK](http://WWW.SKIPTONBUSINESSFINANCE.CO.UK)

**THIS CHARGE** made the

day of

2014 between

(1) Betabite Hydraulics Limited ("the Company" with company number 02877457) shown in section 1 of the schedule to this deed ("the Schedule") and

(2) **Skipton Business Finance Limited** (company number 4171724) whose registered office is situate at The Bailey, Skipton, North Yorkshire BD23 1DN (" SBF" which expression will include SBF's successors and assigns)

WITNESSES as follows:-

1. In this deed except where the context otherwise requires:

(1) the following will have the meanings next to them below:

**"Agreement"**

the Receivables Finance Agreement (details of which are contained in section 2 of the Schedule) made between the Company and SBF for the purchase of debts and any agreement made in variation of or substitution for such agreement;

**"Charged Property"**

the property of the Company charged in favour of SBF under clause 3;

**"Liability"**

all monetary and other liabilities and obligations now or at any time owed or incurred by the Company to or in favour of SBF, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise;

**"Other Debts"**

all amounts of indebtedness now or at any time in the future owing or becoming due to the Company on any account whatsoever (together with their Related Rights ) other than the Specified Debts;

**"Related Rights"**

in relation to any Specified Debt or Other Debt the following:

all the Company's rights under any contract (as defined in the Agreement) including, without intending to limit, any right to invoice if not undertaken by the Company and as an unpaid seller; all related goods (as defined in the Agreement); the benefit of all guarantees indemnities insurance policies and securities given to or held by the Company; all records (as defined in the Agreement); any statutory right to interest; and the right to call for the transfer of ownership of any goods (as defined in the Agreement), other than related goods, before the debtor owns them;

## **“Specified Debt”**

any Debt (as defined in the Agreement and bought or meant to be bought by SBF under the Agreement) which fails to belong absolutely and effectively to SBF for any reason together with the Related Rights of such Debt;

- (2) the singular will include the plural and the other way around and any genders will include any other;
  - (3) references to clauses (unless otherwise specified) are references to clauses of this deed;
  - (4) the meaning of general words introduced by the word “other” will not be limited by reference to any words before them;
  - (5) reference to any Act of Parliament will include such Act as amended or re-enacted from time to time and to any order or regulation made under it; and
  - (6) “receiver” will have the meaning given in section 29(1)(a) of the Insolvency Act 1986.
2. The company will (a) on demand fully discharge by payment to SBF without any deduction or set-off all or any monetary liabilities included in the Liability and (b) duly perform all the other obligations in the Liability .
  3. To secure payment and performance as provided for in clause 2 the Company with full title guarantee charges in favour of SBF:
    - (1) by way of fixed charge all Specified Debts and the Other Debts; and;
    - (2) by way of floating charge such of the Specified Debts and Other Debts (if any) which for any reason fail to be subject to the fixed charge created in clause 3 (1).
  4. The Company warrants that except as already disclosed to SBF in writing or except as provided for in the Agreement it is the owner of all the Charged Property and that all the Charged Property is free from any charge or other encumbrance or trust and except with the prior written consent of SBF:
    - (1) the Company will not sell, mortgage, charge, pledge, part with possession of or otherwise dispose of any of the Charged Property nor release, exchange, compound, set off, grant time or indulgence in respect of any of the Charged Property except as expressly provided in this deed; and
    - (2) the Company will not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with SBF.
  5. All the provisions of the Agreement relating to the debts contained in the Agreement will apply to all Specified Debts as if such provisions were fully set out here and as if the ownership of all such Specified Debts vested in SBF under the Agreement.

6. Until this charge is discharged the Company will:

- (1) collect in and realise the Other Debts in the ordinary course of business (which expressions will not include factoring or discounting or selling the Other Debts in any other way);
- (2) promptly pay into such bank account as SBF may from time to time approve in writing any moneys which the Company may receive in respect of the Other Debts and pending such payment hold such moneys in trust for SBF;
- (3) pay or otherwise deal with any moneys standing to the credit of such bank account in accordance with any directions which may be given at any time by SBF;
- (4) if called upon at any time by SBF (at the Company's expense including any stamp duty and in such form as SBF may prescribe):

- i) complete and execute a formal written assignment of any or all of the Other Debts and given written notice of such assignment to every person by whom any such Other Debt will be owing; and
- ii) (whether or not such written assignment will have been executed) give irrevocable instructions to such persons to make payment of all Other Debts (then owing or to become owing by such persons after then) direct to SBF.

7. The Company irrevocably appoints SBF and the directors and the secretary for the time being of SBF and any receiver appointed by virtue of an appointment in accordance with clause 9 jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect to SBF title to any of the Charged Property or to enable SBF to exercise any of its rights under this deed including (without prejudice to the generality of the foregoing) its rights to enforce payment of, collect or realise any of the Charged Property.

8. Section 103 of the Law of Property Act 1925 will not apply to this security and (without prejudice to any of SBF's rights under the Agreement) SBF will be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Liability and to exercise any or all of SBF's powers of possession and sale of and to appoint any person to be a receiver over any or all of the Charged Property on the occurrence of any of the following events or at any time after then:

- (1) any breach of any of the Company's obligations and undertakings under this deed or under the Agreement;
- (2) the failure of the Company to pay any monetary liability included in the Liability when it is due to be paid;
- (3) the calling by the Company of any meeting of its creditors;
- (4) the Company becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (5) the levying or threat of execution or distress on any of the property of the Company;
- (6) the appointment of a receiver of any part of the Company's income or assets;
- (7) the serving or threat of a garnishee order nisi on any person in respect of any judgement debt owing by the Company;
- (8) the presentation of a petition of the winding up of the Company or for an administration order in relation to the Company under the Insolvency Act 1986;
- (9) a proposal for a voluntary arrangement between the Company and its creditors whether under the Insolvency Act 1986 or otherwise;
- (10) the Company ceasing or threatening to cease to carry on its business;
- (11) any event (other than any event specified in this clause) which gives SBF the right to give notice for immediate termination of the Agreement or to withhold any payment in accordance with the terms of it whether or not SBF will have exercised any such right.

9. The power of appointing a receiver under this deed may be exercised in writing under the hand of any director or the secretary for the time being of SBF or of any person authorised in writing by any of them. SBF may in like manner remove any such receiver so appointed and (in the case of the removal or the vacation of office or death of any such receiver) appoint another person in the place

of such receiver. Every receiver appointed under this clause will have the power:

- (1) to enforce payment of and collect or realise any of the Charged Property in respect of which he will have been appointed or any part of it in such manner and upon such terms as he will in his absolute discretion decide;
  - (2) to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such Charged Property;
  - (3) without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Charged Property on such terms and to such persons as he may consider expedient;
  - (4) to exercise all the powers provided for in the Law of Property Act 1925 as if the receiver had been duly appointed under it;
  - (5) to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the receiver will think fit;
  - (6) for any of the purposes authorised to borrow from any bank or other person on the security of any of such Charged Property on such terms as the receiver will consider expedient including (if SBF will so consent) terms by which such security will rank in priority to this charge;
  - (7) to give effectual receipts for all monies and other assets which may come into the receiver's hands in the exercise of any power conferred upon him under this deed which receipts will exonerate any person paying or handing over such monies or assets from all liability to see to their application or to enquire as to the propriety or regularity of the receiver's appointment;
  - (8) to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Debt or any Other Debt;
  - (9) to do all such other acts or things which the receiver may consider to be incidental or conducive to any of the purposes authorised here and which he may lawfully do as agent for the Company.
10. Every receiver appointed in accordance with clause 9 will at all times be the agent of the Company and the Company will alone be responsible for all acts defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. SBF will be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever. If two or more individuals will hold office as receiver of the same item included in the Charged Property by virtue of such an appointment such individuals will have the right to exercise all or any of their powers severally as well as jointly.
- All monies received by any receiver appointed under this deed will be applied (subject to the claims of any creditors having priority to this charge) for the following purposes in the following order:
- (1) in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
  - (2) in payment of his remuneration as agreed between him and the person who appointed him;
  - (3) in payment of any costs relating to the realisation of any property;
  - (4) in or on account of the discharge of the Liability together with any interest for which provision is made in this deed; and
  - (5) in payment of any surplus to the Company.
11. All expenses charges and costs of any nature whatsoever incurred by SBF in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on SBF under it will be payable by the company on a full indemnity basis and any amount so payable will be included in the Liability. If the Company fails to pay any monetary liability included in the Liability when demanded the Company will pay interest on that sum calculated at a rate equivalent to the discount charge (as defined in the Agreement) applicable at the relevant time. Such interest will be payable and compounded monthly and accrue daily, after as well as before any judgement, from the date when such liability is due to be paid until payment in full.
12. The security created by this deed will be additional to and not in substitution for any other security created or which may be created later in respect of the Liability and it will be a continuing security and it will not be considered to be satisfied in whole or in part by any intermediate payment by the Company.



13. For the purpose of gaining access to or inspecting or (following any event specified in clause 8) taking possession of any of the ledgers computer data and other records and documents included in the Related Rights or for the purpose of taking copies of any such ledgers data records and documents any duly authorised official of SBF and any receiver appointed by SBF and any person authorised by such receiver will have the right at any time to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of such computer equipment and data and other records and documents are for the time being kept and stored.
14. Neither this charge nor any of the Liability will be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge lien or other security or any part of such to or with any person whether or not such person will be jointly liable with the Company in respect of any of the Liability or by the failure of SBF to take or perfect or hold unencumbered any other security in respect of the Liability.
15. SBF may at any time in its entire discretion without notice or other formality combine any two or more accounts held by it in the name of the Company.
16. Any notice or demand required or permitted to be served or made by SBF on the Company under this deed will be validly served or made if handed to any one of the Company's directors or other officials or if sent by fax or if delivered or sent by post to the Company's address stated in this deed or its registered office or to any address at which the Company carries on business and if sent by fax will be deemed sent when confirmation of receipt is received or if sent by post will be deemed to be received within forty eight hours of posting.
17. This deed is to be construed and take effect according to English law and the Company submits to the non-exclusive jurisdiction of the English Courts. If any provision is held to be invalid or unenforceable none of the other provisions will be affected and all such other provisions will remain in full force and effect.

**Signed For And On Behalf Of Skipton Business Finance Limited**

Print  
name:

Signature:

In relation to a limited company or limited liability partnerships  
In accordance with Section 44 of the Companies Act 2006.

**Limited Company / LLP**

**Partnership / Sole Trader**

- 1) Two directors / Two members
- 2) One director and company secretary
- 3) One director / member and witness

- 1) Two partners
- 2) One partner / sole trader and authorised witness

**NB: a witness cannot be 1) a relation of the director/partner 2) an employee who is a shareholder of the company 3) SBF staff**

**CLIENT TO SIGN**

SIGNED as a DEED on (date) 31/10/14

By the Director(s) / Company Secretary / Member(s) of:

Client Name: Betabite Hydraulics Limited

Client Address: Stuart Road, Manor Park, Runcorn, Cheshire, WA7 1TS

Company registration no: 02877457

**Signature 1**

sign here

Print name:

Signature:

Status

**Signature 2**

sign here

Print name:

Signature:

Status

**WITNESS (only required if one signature above)**

In the presence of

Signature:

Full name:

Address:

Occupation:

*[Signature]*

GEORGE ANDREW FOTHERINGHAM

7 HOLYROOD AVENUE

DARLINGTON DL3 8AZ

CHARTERED ACCOUNTANT

