



Registration of a Charge

Company Name: **TIOGA LIMITED**

Company Number: **03167564**



XCJ8JGIB

Received for filing in Electronic Format on the: **27/12/2023**

Details of Charge

Date of creation: **19/12/2023**

Charge code: **0316 7564 0011**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A LEGAL ASSIGNMENT OF CONTRACT MONIES.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HSBC UK BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3167564

Charge code: 0316 7564 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2023 and created by TIOGA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2023 .

Given at Companies House, Cardiff on 31st December 2023

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**

Assignment of contract monies

19th December 2023

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Assignment Details	
You/Your	Tioga Limited with registered number 03167564
Us/We	HSBC UK Bank plc, or another entity that it transfers its rights and/or obligations under this Assignment to.
Agreement	Debt Purchase Agreement dated 29/07/2021 made between you and HSBC Invoice Finance (UK) Limited as amended, varied, supplemented, restated or replaced from time to time.
Your assets that are secured	By entering into this Assignment you are giving us security over the Rights (as defined in clause 1.2.6 below).
Your obligations to us that are secured	You give us security under this Assignment for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the ' Debt ').

Bank Reference: SC7474648857

1. Meaning of certain words

1.1 The definitions in the Key Assignment Details table apply to the rest of this Assignment.

1.2 In this Assignment:

1.2.1 a person includes a body corporate;

1.2.2 when we use the singular, that includes the plural and vice versa;

1.2.3 when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;

1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';

1.2.5 when we use the term 'this Assignment' we mean this assignment of contract monies;

1.2.6 when we use the term 'Rights' we mean all the present and future rights which you have on the occurrence of a termination event (however it is described in the Agreement) or the ending of the Agreement (including any monies due or payable to you in connection with those Rights);

1.2.7 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies; and

1.2.8 if there is more than one of you, your liabilities to us in this Assignment will be joint and several.

2. If you are a partnership or trustees of a trust

All partners or trustees from time to time shall be jointly and severally liable under this Assignment where you are a partnership or trust and it includes all partners or trustees, even if the constitution or name changes, you amalgamate or the partners or trustees change for any reason.

3. What you agree to pay us

3.1 You will pay us the Debt when due.

3.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.

3.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

4. The security you give us

4.1 You give us, with full title guarantee and/or as beneficial owner (as applicable), and as continuing security for the payment of the Debt, an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of the Rights. To the extent this assignment is ineffective, you will hold the Rights on trust for us.

- 4.2 To the extent the assignment and/or trust set out in clause 4.1 above is ineffective, you will charge and agree to charge in our favour the Rights by way of a first fixed charge.

5. What you agree not to do

5.1 You will not:

- 5.1.1 create or allow any type of security to exist over the Agreement or the Rights except any created in our favour or any expressly permitted in any other agreement between you and us;
- 5.1.2 dispose of, or agree to dispose of, any right, title or interest in the Agreement or in the Rights other than any disposal to us;
- 5.1.3 allow any third party rights to arise over the Agreement or the Rights (whether by assignment, trust or otherwise); and
- 5.1.4 do or permit anything that would or might release, vary or interfere with the Rights.

6. Your obligations to us

6.1 Whilst this Assignment is in place you will:

Third party rights

- 6.1.1 do everything necessary to arrange that any other person with a right to or under the Agreement executes and gives us all documents necessary for you to assign the Rights to us;
- 6.1.2 do everything in your power to prevent any person (other than us) from becoming entitled to claim any interest in the Agreement or the Rights;

Notice of Assignment

- 6.1.3 provide us with the names and addresses of any other parties to the Agreement on or before execution of this Assignment and we will give them notice in the form set out in the schedule to this Assignment or such other form as we may tell you (which you must sign), that the Rights have been assigned to us;

Agreement

- 6.1.4 comply with all your obligations under the Agreement;
- 6.1.5 tell us immediately in writing if you become aware of any current or threatened dispute, claim or proceedings which might materially affect the Rights;
- 6.1.6 if we ask you, provide us with complete copies of the Agreement;
- 6.1.7 use your best endeavours to protect and enforce all rights you have in respect of the Agreement and the Rights;

Further assistance you will provide

- 6.1.8 if we ask you, fully co-operate with us and do what we reasonably ask you to do:
 - (a) in connection with:
 - (i) any interest conferred or intended to be conferred on us by; or

- (ii) any of our rights, powers or remedies under,
this Assignment; and
- (b) to create, perfect or protect any security intended to be created by this Assignment.

7. When we can enforce this Assignment

7.1 This Assignment will become enforceable if any of these events occur:

- 7.1.1 any of the Debt is not paid or discharged when due;
- 7.1.2 you breach any of your obligations under this Assignment or the Agreement;
- 7.1.3 you enter into, or seek to propose, any composition or voluntary arrangement with creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;
- 7.1.4 you are unable, or admit to being unable, to pay debts as they fall due or suspend or threaten to suspend, payment of debts;
- 7.1.5 an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or the receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings in any jurisdiction of, or in respect of, you;
- 7.1.6 any action is taken or any court order is made which adversely affects the Agreement or the Rights;
- 7.1.7 any event jeopardises all or any part of the security created by this Assignment;
- 7.1.8 any other guarantee or security in favour of any member of the HSBC Group in respect of the Debt or the Rights becomes enforceable; or
- 7.1.9 any other event occurs which has been agreed by you and us as an event which makes this Assignment enforceable.

7.2 For the purposes of all powers implied by statute, the Debt is deemed to have become due and payable on the date of this Assignment.

8. Our right of appropriation

8.1 We will have the right at any time after this Assignment becomes enforceable to appropriate all or any part of the Rights in or towards discharge of the Debt.

9. No liability as mortgagee in possession

9.1 We will not, and no receiver will, be liable to account as mortgagee in possession in respect of the Rights or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with the Rights.

9.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Assignment and any of our officers, employees or agents may rely on this clause.

10. The order of the application of monies

10.1 All monies received, recovered or realised by us of our enforcement powers under this Assignment will be applied in the following order, subject to claims having priority to the security created by this Assignment:

10.1.1 in payment to us of the Debt; and

10.1.2 in payment of any surplus to you or any other person entitled to it.

11. The Power of Attorney you grant us

You, by way of security, irrevocably appoint us and anyone we transfer our rights and/or obligations to under this Assignment to act on your behalf as your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our rights, powers or remedies under, this Assignment and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

12. Our powers

We may exercise any right or power under this Assignment without prior notice to you.

13. Delegation

We can delegate to any person all or any of our rights or powers.

14. We can redeem prior interests

We can redeem any prior interest or arrange the transfer of it to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Assignment has become enforceable, or after any power given by any interest having priority to the security created by this Assignment has become exercisable.

15. Consolidation

The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 or section 17 of the Conveyancing and Law of Property Act 1881 (as applicable) will not apply to this Assignment.

16. Our power to remedy

We may (but we don't have to) do all things which in our reasonable opinion are required to remedy any breach by you of this Assignment.

17. Representations

17.1 Each of you confirm that at all times:

17.1.1 immediately before assigning the Rights to us you were the sole legal and beneficial owner of the Rights and have the right to assign Rights to us;

17.1.2 the Agreement is in full force and effect and has not been amended, the Rights are free from any type of security (other than the security under this Assignment);

17.1.3 you are not aware of any dispute, claim or current or threatened proceedings which might materially affect the Rights;

- 17.1.4 if you are a company, this Assignment does not breach your memorandum or articles of association; and
- 17.1.5 this Assignment is not liable to be avoided or otherwise set aside in the event of your insolvency.

18. Indemnity

- 18.1 You must indemnify us on demand against any costs, losses or liabilities we or any receiver incur:
 - 18.1.1 because of a breach by you of this Assignment; or
 - 18.1.2 in exercising any powers or purported powers under or in connection with this Assignment.

19. Protection of purchasers

- 19.1 No purchaser or other person dealing with us or a receiver or any delegate needs to:
 - 19.1.1 ask whether any power or authority being exercised has arisen and is exercisable or be concerned with any notice suggesting otherwise;
 - 19.1.2 see whether any authority or delegation has lapsed or been revoked; or
 - 19.1.3 ask how any money they pay is going to be used.

20. Costs and expenses

- 20.1 If we think we might, or if we have to, enforce or preserve our rights under, this Assignment or have to investigate any breach of this Assignment, you will promptly on demand pay us on a full indemnity basis our costs and expenses associated with us taking such action.
- 20.2 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero), from the date the demand is made until the date on which you make payment, if you fail to pay us such costs and expenses on demand.

21. Additional security, rights and remedies

This Assignment is in addition to and independent of any other guarantee or security which we may hold at any time for any of the Debt. Our rights and remedies under this Assignment are in addition to, and not in substitution for, any rights or remedies provided by law.

22. Effectiveness of security

- 22.1 The security created under this Assignment and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:
 - 22.1.1 you or any other person:
 - (a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings in any jurisdiction;
 - (b) undergoes a change in members or status (legal or otherwise);

22.1.2 we:

- (a) accept intermediate payment or discharge in whole or in part of the Debt;
- (b) make any new facility available to you or extend, increase, amend, renew or otherwise vary or waive the Debt or the terms of any facility (including the Agreement) or this Assignment in any such case, however fundamentally and whether or not resulting in the Debt or this Assignment becoming more onerous;
- (c) take any action (or do not take any action) against you or any other person in respect of any assets which you might hold;
- (d) agree to release any guarantee or security which we may hold from time to time or to enter into a payment plan with you or any other person;
- (e) grant time, waiver or consent to you or any other person;
- (f) transfer any of our rights under this Assignment or the Debt;
- (g) do, or fail to do, anything which might affect the enforceability of this Assignment;

22.1.3 any other agreement or security granted by you or any other person is not enforceable.

22.2 You waive any right you may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Assignment.

22.3 Until the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding you will not exercise any rights which you may have as a result of performing your obligations under this Assignment:

22.3.1 to be indemnified by any other party providing security under this Assignment;

22.3.2 to claim any contribution from any other party providing security under this Assignment;

22.3.3 to take the benefit of any of our rights under this Assignment or of any other guarantee or security taken by us pursuant to, or in connection with, this Assignment;

22.3.4 to bring legal or other proceedings for an order requiring any party providing security under this Assignment to make any payment, or perform any obligation, in respect of which any guarantee, undertaking or indemnity has been given by any other party providing security under this Assignment;

22.3.5 to exercise any rights of set-off against any other party providing security under this Assignment;

22.3.6 to claim or prove as a creditor of any other party providing security under this Assignment in competition to us.

If you receive any benefit, payment or distribution in relation to such rights you shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to us under or in connection with this Assignment to be repaid in full on trust for us and you shall promptly pay or transfer it to us.

23. New accounts

23.1 We may open a new account or accounts for you if we receive notice of any subsequent charge or other interest affecting the Rights.

23.2 If we do not open a new account then (unless we tell you in writing otherwise) any payment received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Debt.

23.3 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Debt.

24. Payments made by you

24.1 You must make all payments without any set-off, deduction or withholding.

24.2 You will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.

24.3 You waive any present or future right of set off you have in respect of the Debt or payments under or in connection with this Assignment.

25. Calculations and certificates

Any rate or amount under this Assignment or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

26. Currency conversion

26.1 Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any of the Debt or any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.

26.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or currency unit to the currency in which such amount is payable.

What's the HSBC Exchange Rate?

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

27. Arrangements with others

We may grant time, vary, release or make any other arrangement in respect of the Debt or any security or guarantee in respect of it. It will not affect this Assignment or your liability for the Debt.

28. Set-off

We may use any money you have in any account with us (except for trust or client accounts) to pay off any amount owed to us under this Assignment.

29. Release of this Assignment

29.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Assignment and the Rights from the security created under this Assignment once the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding.

29.2 Any release of this Assignment or the Rights from this Assignment is conditional upon any payment or security received by us in respect of the Debt not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.

30. Transfer of rights

30.1 You can't transfer any of your rights and obligations under this Assignment.

30.2 We can transfer any of our rights and obligations under this Assignment to anyone. You agree to sign any additional documents that are required to carry out any such transfer as soon as possible after we ask.

31. Sharing of information

You consent to us sharing any information about ¹ you, this Assignment, the Agreement, the Rights and/or the Debt with:

31.1 any person that we might transfer or have transferred our rights to under this Assignment or the Debt;

31.2 any person that we might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;

31.3 any company within the HSBC Group;

31.4 any rating agency so it can carry out its normal rating activities;

31.5 any person that we have to share that information with in connection with any litigation or similar proceedings;

31.6 any person that we are required or requested to share that information with by any court, regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;

¹ Insert if there are multiple parties to this Assignment

- 31.7 any insurer who is or who proposes to provide insurance to us in respect of the Debt; and
- 31.8 any affiliates or professional advisers of any of the above persons.

32. This Assignment

If any part of this Assignment is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Assignment in respect of the relevant jurisdiction. The rest of this Assignment will continue to be valid and enforceable.

33. Notices

33.1 Communication by post

If we send a letter to you, at your last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this Assignment 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where we, as a bank, are open for business.

33.2 Communication by electronic channel

If we send an email to you or use a platform or other electronic channel, the email will be deemed to be received at the time it is received in a legible format by you or, as applicable, at the time the notice or demand is notified to you on the relevant platform or electronic channel.

34. Counterparts

This Assignment may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

35. Third party rights

- 35.1 Unless expressly provided to the contrary in this Assignment, a person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Assignment.
- 35.2 The consent of any person who is not a party to this Assignment is not required to rescind or vary this Assignment at any time.

36. Governing law & jurisdiction

- 36.1 If the Agreement is governed by English law, then English law governs this Assignment, its interpretation and any non-contractual obligation arising from or connected with it. If the Agreement is governed by the laws of Northern Ireland, then the laws of Northern Ireland govern this Assignment, its interpretation and any non-contractual obligation arising from or connected with it.
- 36.2 We and you submit to the exclusive jurisdiction of the courts of (i) England and Wales (if the Agreement is governed by English law), or (ii) Northern Ireland (if the Agreement is governed by the laws of Northern Ireland), in relation to all matters (including non-contractual) arising from or in connection with this Assignment.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above.

SCHEDULE - NOTICE OF ASSIGNMENT

To: HSBC Invoice Finance (UK) Limited

Dated: 19th December 2023

Key Notice Details	
Assignor	
Us/We	HSBC UK Bank plc
Agreement	Debt Purchase Agreement dated made between you and HSBC Invoice Finance (UK) Limited as amended, varied, supplemented, restated or replaced from time to time.
Rights	All of the Assignor's present and future rights on the occurrence of a termination event or the ending of the Agreement (including any monies due or payable in connection with those Rights)

We and the Assignor hereby notify you that on 18-12-23 the Assignor assigned the Rights to us.

The provisions of this notice may only be revoked or varied with our prior written consent.

By signing the acknowledgement below you confirm that:

1. you consented to the assignment;
2. the Agreement remains in full force and effect and there has been no amendment, waiver or release of any rights, title or interests in the Agreement since the date of the Agreement;
3. you have not received notice of any other assignment of the Rights or of any security, interest or claim over or affecting the Rights;
4. you will pay all monies payable in respect of the Rights to us at the account detailed below.

ACCOUNT PAYMENT DETAILS

Account name: Account number: Sort code:
TIOGA LTD {REDACTED} {REDACTED} {REDACTED} {REDACTED}
For and on behalf of HSBC UK Bank plc

For and on behalf of the Assignor

{REDACTED}

ACKNOWLEDGEMENT

To: HSBC UK Bank plc

We acknowledge receipt of the notice of assignment of which the above is a duplicate, and give the confirmations set out in that notice.

For and on behalf of HSBC Invoice Finance (UK) Limited

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by)
)
Tioga Limited)
acting by a)
director)

Director

name of director

in the presence of:

Signature of Witness _____

Print full name _____

Address _____

Occupation _____

OR

Executed as a deed by)
)
Tioga Limited)
acting by)
two directors or a director and the)
secretary)

DEAN MALLAM

(name of director)

Director

WARWICK ADAMS

(name of director/secretary)

Director/Secretary

{REDACTED}

{REDACTED}