



**Registration of a Charge**

Company name: **FRESHCUT FOODS LIMITED**

Company number: **04584241**



X31PT8NT

Received for Electronic Filing: **14/02/2014**

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**Details of Charge**

Date of creation: **14/02/2014**

Charge code: **0458 4241 0008**

Persons entitled: **HSBC EQUIPMENT FINANCE (UK) LTD**  
**HSBC ASSET FINANCE (UK) LTD**

Brief description: **ASSIGNMENT**

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

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

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**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: **KAREN RILEY**



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

Company number: 4584241

Charge code: 0458 4241 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2014 and created by FRESHCUT FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2014 .

Given at Companies House, Cardiff on 14th February 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 14<sup>th</sup> FEBRUARY 2014

**Freshcut Foods Limited**

to

**HSBC Equipment Finance (UK) Ltd**

**And**

**HSBC Asset Finance (UK) Ltd**

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## ASSIGNMENT

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### **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT**

This document is an Assignment of the Rights arising under the Contract described in the Schedule. You should sign this Assignment in front of a witness who should be your solicitor, other legal adviser or a HSBC official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC as set out in this Assignment.
- This means that only when you have repaid or discharged all your debts and/or your other liabilities, will HSBC reassign the Rights to you.
- The debts may include loans or money due under any other facilities that HSBC has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC on your behalf.
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC or which may be given in the future.
- This Assignment contains other terms which affect you.

**This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.**

**THIS ASSIGNMENT** made by deed the 14<sup>th</sup> day of FEBRUARY 2014  
BETWEEN

Assignor: Freshcut Foods Limited (registered in England Company Number 04584241) whose registered address is: 370-374 Nottingham Road, Newthorpe, Nottingham, NG16 2ED ("Assignor")

AND

HSBC Equipment Finance (UK) Ltd (registered in England Company Number 1503727) and HSBC Asset Finance (UK) Ltd (registered in England Company Number 229341) whose registered addresses are: 8 Canada Square, London, E14 5HQ ("HSBC")

**WITNESSES** as follows:

**Meaning of certain words**

1. (a) "HSBC" means HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd and any person who is entitled at any future date to exercise all or any of HSBC's rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Deed.
- (d) "**Rights**" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the Contract").

**The Main Subject Matter of this Assignment**

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to HSBC.  
  
This includes, but is not limited to:
  - (a) loans or facilities and further advances of money;
  - (b) guarantees and indemnities to HSBC and any of your other contingent liabilities;
  - (c) discount, commission and other lawful charges and expenses;
  - (d) interest in accordance with any agreement between you and HSBC and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above HSBC Bank plc base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice. Interest as above applies before and after any demand or judgement;
  - (e) money agreed to be paid by you under clause 20 below.
4. The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and HSBC.
5. You agree that any of the Debt that is in Sterling is due and payable to HSBC on demand, unless HSBC has agreed otherwise.

**Assignment and Reassignment**

6. With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to HSBC absolutely provided that if the Debt is repaid to HSBC and HSBC is no longer under any obligation to provide any

loan, credit, financial accommodation or other facility to you, HSBC will reassign the Rights to you on your request.

## **What you agree in relation to the Rights**

### *Notices of Assignment*

7. You agree that on or before executing this Assignment you will provide HSBC with the names and addresses of the other party or parties to the Contract in order to enable you and HSBC to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as HSBC may specify) that the Rights have been assigned to HSBC and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid directly to HSBC and not to you.

### *Obligations under the Contract*

8. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

### *About the Rights*

9. You confirm to HSBC that you are the beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of HSBC.
10. You confirm to HSBC that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify HSBC in writing immediately.
11. You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which HSBC reasonably requires for the purpose of enforcing your rights in respect of the Rights.
12. You will, if HSBC reasonably requires, provide to HSBC complete copies of the Contract and such other information as HSBC may reasonably require from time to time in relation to it.
13. You must do everything necessary to help HSBC to:
- (b) confirm or protect its interest in the Rights; and
  - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else HSBC reasonably requires.

### *Mortgagee in Possession*

14. HSBC shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by HSBC (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.

### *Power of Attorney*

15. You, and if there is more than one of you, each of you, irrevocably appoint HSBC as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which HSBC may think fit to:
- a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings;
  - b) sell or assign the benefit of the Rights;

- c) make any compromise or arrangement in respect of the Rights;
- d) do all such other acts and things as HSBC may consider to be incidental to or assist with any of the matters or powers set out above.

HSBC shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

16. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

*Adjustments to Law of Property Act powers and restrictions*

17. HSBC's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
18. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

*Making good your defaults*

19. If at any time you fail to comply with any of your obligations under this Assignment, HSBC may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

**Payment of HSBC's Fees, Expenses and Costs**

20. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by HSBC in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with HSBC and, once debited, will carry interest at an annual rate of 3% above HSBC Bank plc base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice and shall be payable on demand.

**Independence and duration of this Assignment**

21. (a) This Assignment is in addition to, and independent of, any other security which HSBC may hold at any time for any of the Debt.
- (b) No prior security held by HSBC over the Rights shall merge with the security created by this Assignment.
- (c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until HSBC reassigns the Rights to you.

**HSBC's powers to deal with Accounts and Money received**

22. (a) If HSBC receives notice of any subsequent mortgage or other interest affecting the Rights, HSBC may open a new account or accounts for you. If HSBC does not do so, then all payments made to HSBC after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If HSBC has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or HSBC receives any notice mentioned in (a) above, HSBC may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. HSBC will notify you of the transfer.
- (c) If HSBC has any other mortgage or charge over the Rights, HSBC shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge.
23. All money received by HSBC under or as a result of this Assignment may, in HSBC's reasonable discretion, be credited to, and held in, a separate suspense account for so long as HSBC may reasonably think fit until the money, and any

interest on it, is used by HSBC in or towards discharge of the Debt.

#### **Waiver of set-off**

24. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

#### **Currency Conversion**

25. HSBC may convert any money received under this Assignment from the currency in which it is received into any other currency that HSBC requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at HSBC's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and HSBC may convert funds of one currency into different funds of the same currency.

#### **Dealings with You and Third Parties**

26. HSBC may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

#### **Notices, Governing Law and Jurisdiction**

27. Any demand, notice or proceeding under this Assignment may be served:
- (a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or
  - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be served by any HSBC bank manager or officer.

28. (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the law of England and Wales.
- (b) You and HSBC submit to the non-exclusive jurisdiction of the courts of England and Wales.

#### **Disclosure of Information**

29. You consent to the disclosure by HSBC of any information about you, this Assignment, the Contract, the Rights or the Debt to:
- (a) any person to whom HSBC proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
  - (b) any person with whom HSBC proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
  - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or
  - (d) any other person, if required or permitted by law to do so.

#### **Transfer of Rights**

30. (a) HSBC may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If HSBC sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits

and obligations under this Assignment will stay exactly the same.

- (c) You will be bound to any person or organisation to whom HSBC sells, assigns or transfers. That person or organisation will have HSBC's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) HSBC will be released automatically from its obligations to you so far as that person assumes HSBC's obligations.
- (e) You will, at the expense of HSBC or the person to whom the rights are transferred, do anything reasonably requested by HSBC to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of HSBC.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
  - (i) the term **transfer** means sale, assignment and/or transfer;
  - (ii) the term **rights** means rights benefits and/or obligations; and
  - (iii) the term **person** means any person, trust, fund or other entity

#### **HSBC's written consent and reasonable requirement**

- 31. (a) Where the words "without HSBC's written consent" appear in any clause, HSBC will not unreasonably withhold consent. You agree that it is reasonable for HSBC to refuse to consent to something if, in HSBC's reasonable opinion, it adversely affects or might affect:
  - (i) HSBC's security under this Assignment and HSBC's ability to enforce this Assignment;
  - (ii) the value of the Rights and HSBC's ability to collect any monies which may become payable in respect of them;
  - (iii) HSBC's ability to recover the Debt; or
  - (iv) the assessment of the value of this Assignment as an asset of HSBC.
- (b) Where the words "HSBC reasonably requires" appear in any clause, you agree that it is reasonable for HSBC to require something if, in HSBC's reasonable opinion, it will or might assist in:
  - (i) the preservation of HSBC's security under this Assignment or the value of the Rights or
  - (ii) HSBC's ability to recover the Debt.

#### **Severance and Modification - Unenforceability**

- 32. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as HSBC consents.
- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment.

#### **Interpretation**

- 33. In this Assignment:
  - (a) the headings are used for guidance only;



- (b) any reference to a person includes a body corporate;
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
- (d) references to the singular include the plural and vice versa.

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

Schedule 1 referred to above

**Contract**

Commencement Date	Parties	Nature of Contract
18/07/2013 (HIF)	(1) Freshcut Foods Limited (Assignor)  (2) HSBC Invoice Finance (UK) Limited	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time

Schedule 2 referred to above

**NOTICE OF LEGAL ASSIGNMENT OF CONTRACT MONIES**

TO: HSBC Invoice Finance (UK) Limited [date]  
Farncombe Road  
Worthing  
BN11 2BW

**Agreement for the Purchase of Debts ("the Contract")**

We, HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd ("HSBC") and Freshcut Foods Limited ("the Assignor"), hereby give you notice that on 14/02/2014 the Assignor executed an Assignment in HSBC's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract.

We understand that your consent is required to such an assignment.

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us.

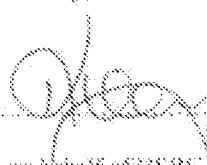
The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us.

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to HSBC with a copy to the Assignor.

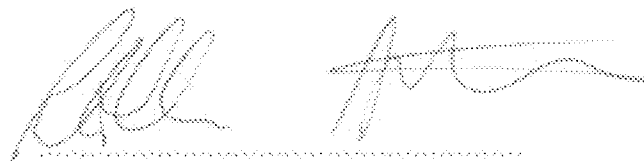
**Account Payment Details**

Account Name:	Account Number:	Sort Code:
HSBC Bank plc	70366595	40-11-18
New Street, Birmingham		

Yours faithfully,



For and on behalf of HSBC Equipment Finance (UK) Ltd  
And HSBC Asset Finance (UK) Ltd




For and on behalf of the Assignor

[ON DUPLICATE]

To HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd

I/We acknowledge receipt of a Notice on \_\_\_\_\_ of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice.



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

This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

EXECUTED AS A DEED by THE ASSIGNOR

acting by a director and the secretary or by two directors

Director

Director/Secretary

(For use by a Company with:

- \* two or more Directors with no Company Secretary or
- \* one Director and a Company Secretary)

For and on behalf of HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd

*For HSBC Use Only*

**This Deed of Re-assignment**

In this Deed the words used have the meanings given to them in the Assignment. HSBC re-assigns

to \_\_\_\_\_ the Rights which were assigned to HSBC under the Assignment.

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of HSBC EQUIPMENT FINANCE (UK) LIMITED and HSBC ASSET FINANCE (UK) LIMITED ("HSBC") as Attorney of HSBC the day and year first above written.

SIGNED AND DELIVERED

by

\_\_\_\_\_  
\_\_\_\_\_, Attorney of HSBC

in the presence of:

Witness:

Address:

Occupation: