Companies House

MR01(ef)

Registration of a Charge

Company name: **VALOUR FINANCE LIMITED**

Company number: **06034431**

Received for Electronic Filing: **23/02/2017**

X60V1Q7D

Details of Charge

Date of creation: **15/02/2017**

Charge code: **0603 4431 0003**

Persons entitled: **CONISTER BANK LIMITED**

Brief description:

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KEVIN FARRINGTON**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6034431

Charge code: 0603 4431 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2017 and created by VALOUR FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2017 .

Given at Companies House, Cardiff on 24th February 2017

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

THIS CHARGE is made the 15th Day of February 2017

BETWEEN:

(1) Conister Bank Limited whose registered office is at Clarendon House, Victoria Road, Douglas, Isle of Man, IM1 2LN (**Bank**); and

(2) Valour Finance Limited T/A Savvy whose registered office is at, Barons Court, Manchester Road, Wilmslow SK9 1BQ (**Chargor**).

RECITALS

(A) Whereas the parties to this Deed have entered into a Block Discounting Agreement dated 15th February 2017 (**Block Discounting Agreement**)

(B) In consideration of the Bank from time to time agreeing to purchase from the Chargor all or any of the Receivables offered to it by the Chargor from time to time upon the terms and subject to the conditions of the Block Discounting Agreement the parties agree to the terms set out in this Deed.

1 DEFINITIONS

1.1 Capitalised words and expressions used in this Deed shall unless the context otherwise requires bear the same meanings ascribed to them in the Block Discounting Agreement.

2 CHARGE

2.1 The Chargor with full title guarantee (as defined in the Law of Property (Miscellaneous Provisions) Act 1994) hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Bank) charges by way of first fixed charge for the payment and discharge of the Secured Liabilities all its right, title and interest, present and future, in and to the Unassigned Debts and the Equipment.

2.2 As further continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby charges with full title guarantee in favour of the Bank by way of first floating charge all right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Equipment not effectively charged by way of first fixed charge pursuant to the provisions of clause 2.1.

2.3 The security constituted by this agreement shall be in addition to any other security the Bank may at any time hold for any of the Secured Liabilities, and shall remain in full force and effect until discharged by the Bank.

2.4 The Chargor shall whenever requested by the Bank execute such further security as the Bank may direct over the Unassigned Debts and/or the Equipment or take any other steps as the Bank may require for improving or perfecting the security hereby constituted.

2.5 On the occurrence of any event which is or which may with the passage of time become one of those events mentioned in clause 11 of the Block Discounting Agreement the Bank may:

(a) by notice in writing to the Chargor convert the floating charge hereby created into a fixed charge over the Unassigned Debts and/or the Equipment, and the Chargor's ability to deal in any manner with the Unassigned Debts and/or the Equipment, shall thereby cease except to the extent otherwise agreed by the Bank; and/or

(b) appoint one or more persons to be a receiver (which expression includes an administrator, administrative receiver and a receiver and manager) or receivers of the whole of any part of the Unassigned Debts and/or the Equipment, and every receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

2.6 The foregoing power of appointment of a receiver shall be in addition to all statutory and other powers of the Bank under the Law of Property Act 1925 and the statutory powers of sale and of appointing a receiver shall be exercisable without the restrictions contained in sections 103 and 109 of that Act or otherwise and the foregoing power to appoint a receiver hereinbefore or by statute conferred shall be and remain exercisable by the Bank notwithstanding any prior appointment in respect of all or any part of the Unassigned Debts and/or the Equipment.

2.7 On the occurrence of any event mentioned within clause 11 of the Block Discounting Agreement the charge created by clause 2.2 shall automatically, without notice, be converted into a fixed charge and thereafter the provisions of clauses 2.5 and 2.6 shall apply.

2.8 The Chargor shall not create or permit to subsist any charge or other encumbrance over the Unassigned Debts and/or the Equipment without the prior written consent of the Bank.

2.9 Section 93 of the Law of Property Act 1925 (relating to the consolidation of mortgages) shall not apply to this agreement.

2.10 This agreement contains a qualifying floating charge, and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 2.2.

3 MISCELLANEOUS

3.1 This Deed shall be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

Executed as a deed by **Conister Bank Limited** acting by a director in the presence of	))))))	.... Director .... Director

....
Signature of witness

Name ....

Address ....

....

Executed as a deed by **Valour Finance Limited T/A Savvy** acting by a director in the presence of	))))))	.... Director .... Director

....
Signature of witness

Name Krystal Lomax

Address 2 stream Terrace

offerton SK1 4AS