Companies House

MR01(ef)

Registration of a Charge

Company name: **AVANGO COURIERS LIMITED**

Company number: **08884148**

Received for Electronic Filing: **28/02/2014**

X32NP13M

Details of Charge

Date of creation: **28/02/2014**

Charge code: **0888 4148 0001**

Persons entitled: **SKIPTON BUSINESS FINANCE LIMITED**

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 ION COMPUTER SOFTWARE AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS (INCLUDING THE BENEFIT OF ANY LICENCES OR CONSENTS.**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

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: **SKIPTON BUSINESS FINANCE LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8884148

Charge code: 0888 4148 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2014 and created by AVANGO COURIERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2014 .

Given at Companies House, Cardiff on 3rd March 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 28th February 2014

AVANGO COURIERS LIMITED (1)

TO

SKIPTON BUSINESS FINANCE LIMITED (2)

FIXED

AND FLOATING CHARGE

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

WWW.SKIPTONBUSINESSFINANCE.CO.UK

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

FIXED AND FLOATING CHARGE

THIS CHARGE made the 28th day of February 2014 between (1) Avango Couriers Limited ("the Company") of 43 Treen Road, Tyldesley, Manchester, M29 7HD (a company registered in England and Wales with the number 08884148) described in section 1 of the Schedule attached to and forming part of this Deed ("Schedule") and (2) SKIPTON BUSINESS FINANCE LIMITED (a company registered in England and Wales with the number 4171724) of The Bailey, Skipton, North Yorkshire ("SBF" which expression will include SBF's successors and assigns).

WITNESSES as follows:-

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

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

"Administrator"
any person appointed under Schedule B1 to The Insolvency Act 1986 to manage the Company's affairs business and property;

"Agreement"
the Receivables Finance Agreement made between the Company and SFB details of which are contained in section 2 of the Schedule and any agreement made in variation of or substitution for such agreement;

"Encumbrance"
charge, mortgage, lien, pledge or other security right;

"Fixed Charged Assets"
all of the Property other than the Floating Assets;

"Floating Assets"
all of the Property other than such of the Property as will be subject to a fixed charge under clause 3 (1);

"Liability"
all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of SBF, present or future, actual or contingent, liquidated or unliquidated and 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 hereafter owing or becoming due to the Company on any account whatsoever (together with the Related Rights pertaining thereto) other than the Specified Debts;

"Property"
the undertaking and all of the property rights and assets of the Company, whatsoever and wheresoever, both present and future, including the Company's stock in trade and its uncalled capital;

"Related Rights"
in relation to any Specified Debt or Other Debt;

i) the benefit of all guarantees indemnities insurances and securities held by the Company and all its rights under the contract giving rise to such Debt;

ii) all cheques bills of exchange and other instruments held by or available to the Company and all the ledgers computer data and other records and documents on or by which such Debt is recorded or evidenced; and

iii) any goods giving rise to such Debt which will be returned or rejected by the person by whom such Debt will have been owing.

"Specified Debt"
any Debt (bought or meant to be bought by SBF under the Agreement) the ownership of which fails to vest absolutely and effectively in SBF for any reason together with its Related Rights;

(2) the expression "Debt" will have the meanings given to "debt" in the Agreement and the expression "receiver" will have the meaning given to it in section 29 of the Insolvency Act 1986 and (where the context so admits) will include an "administrative receiver" as defined in that section;

(3) the singular will include the plural and the other way around and any gender will include any other;

(4) references to clauses and sub-clauses will be references to clauses and sub-clauses respectively of this deed;

(5) the meaning of general words introduced by the word "other" will not be limited by reference to any preceding word or renumeration indicating a particular class of acts matters or things;

(6) reference to any Act of Parliament will include such Act as amended or re-enacted from time to time and any order or regulation made under it.

2. The Company will (i) on demand fully discharge by payment to SBF without any deduction or set-off all or any monetary liabilities included in the Liability and (ii) duly perform all of the obligations other than monetary liabilities included 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 a fixed charge:-

(a) all Specified Debts and Other Debts;

(b) all freehold or leasehold property of the Company together with all present and future buildings, fixtures (trade fixtures) plant and machinery which are on such property;

(c) all plant, machinery, vehicles, computer, office or other equipment belonging to the Company and the benefit of all guarantees, warranties and maintenance contracts relating to them;

(d) all stocks, shares, bonds or other securities of any kind and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in relation thereto;

(e) the goodwill and uncalled capital of the Company;

(f) all insurance policies taken out in respect of any Property and all claims and proceeds in respect of such insurance;

(g) all patents, patent application, inventions, trade marks, trade names, service

marks (whether registered or not), 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);

(2) by way of floating charge the Floating Assets.

Paragraph 14 of Schedule B1 to The Insolvency Act 1986 will apply to any floating charge created under this Fixed and Floating Charge and will constitute a qualifying floating charge for the purposes of The Insolvency Act 1986.

4. (1) The Company will be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge created in respect of such item or of all the Floating Assets.

(2) Except in accordance with the provisions of clause 4 (1) or the written directions of SBF the Company will not sell part with possession of or otherwise dispose of any of the Property including (without intending to limit) all title property right or interest of the Company to or in any goods which are included in the Related Rights and which come into the possession of the Company and such goods will be stored separately from the Company's other goods and marked with SBF's name.

(3) SBF may by written notice to the Company convert the floating charge under this Deed into a fixed charge as regards all or any part of the Property specified in the notice if:

(a) any event set out in clause 10(2) below has occurred and is continuing; or

(b) SBF (acting reasonably) considers any part of the Property to be in danger of being seized or sold, under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy;

(4) The floating charge created under this Deed shall automatically convert (without the requirement for notice or any other act by SBF) into a fixed charge if:

(a) the Company creates or attempts to create an Encumbrance over any part of the Property without SBF's prior written consent;

(b) an Administrator or receiver is appointed in relation to the Company or SBF receives notice of intention to appoint an Administrator; or

(c) any third party levies or attempts to levy distress, execution, attachment or other legal process against any part of the Property.

5. All of the provisions of the Agreement relating to the Debts bought by SBF under the Agreement will apply to all the Specified Debts as if such provisions were fully and completely set out here and as if the ownership of all the Specified Debts were vested in SBF under the Agreement.

6. In addition to and without prejudice to the provisions of clause 5 until this charge is fully discharged the Company will:

(1) collect or realise the Other Debts in the ordinary course of business (which expression will not include factoring or discounting or selling the Other Debts in any other way);

(2) promptly pay the proceeds of the Other Debts and of the realisation of any other of the Property (otherwise than in accordance with the provisions of clause 4 (1) or of the

Agreement) into such bank account as SBF may from time to time specify in writing and pending such payment hold such proceeds 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 give 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.

(5) not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of Debts except with SBF.

7. The Company warrants that except as hitherto disclosed to SBF in writing it is the owner of all items included in the Property and that all such items are free from any charge or other encumbrance or trust except as stated in section 3 of the Schedule. The Company will not without the prior written consent of SBF create or permit to subsist (otherwise than in favour of SBF) any charge or other encumbrance or trust which affects or may affect the Property or any part of it.

8. (1) The Company undertakes, in addition to and without prejudice to any other undertaking given elsewhere in this charge:

(a) at all times to comply with the terms of this Fixed and Floating Charge and of the Agreement and of any other agreement relating to the Liability;

(b) at any time if so required by SBF (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to SBF title to any of the Property or to enable SBF to exercise any of its rights;

(c) at all times during the continuance of this charge to keep all such items included in the Property as are tangible in a good state of repair and proper working order;

(d) to keep all items included in the Property fully insured to their replacement value with an insurer approved by SBF against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to SBF; and

(e) to hold on trust for SBF all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own moneys and to pay them to SBF on demand.

(2) In the event that the Company fails to pay any insurance premium or other sum for which provision is made in clause 8 (1) SBF may pay such premium or sum and recover it from the Company and it will be included in the Liability.

(3) At any time when the statutory powers of sale or the right to appoint an Administrator are exercisable under the provisions of this charge, whether or not such powers or right will have been exercised, the benefits of all insurances relating to the Property will vest in SBF.

9. The Company irrevocably appoints SBF and the directors and the secretary for the time being of SBF and any Administrator appointed by virtue of an appointment under clause 11 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 necessary to perfect SBF's title to any of the Property or to enable SBF to exercise any of its rights including (without intending to limit) its rights to enforce payment of and collect any of the Specified Debts or Other Debts and to realise any other of the Property and for the purpose of receiving all monies payable under any policy of insurance referred to in clause 8 and for compromising or compounding any claim under it.

10 (1) Section 103 of the Law of Property Act 1925 will not apply to this security and upon the occurrence of any of the events specified in clause 10 (2) or at any time thereafter then SBF will be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Liability and without prejudice to SBF's rights under the Agreement to exercise any of SBF's statutory powers of sale, to appoint an Administrator of the Company under the provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(2) The events referred to in clause 10 (1) are as follows:

(a) any breach of any of the Company's obligations and undertakings under this Fixed and Floating Charge;

(b) the failure of the Company to pay any monetary liability included in the Liability when it is due to be paid;

(c) any event (other than any event mentioned here) which gives SBF the right to give notice for immediate termination of the Agreement whether or not SBF will have exercised any such right;

(d) the Company becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(e) the levying or threat of execution or distress on any of the Property;

(f) notice of intention to appoint an Administrator of the Company being given by any person or an Administrator being appointed under the provisions of Schedule B1 to the Insolvency Act 1986;

(g) the appointment of a receiver of any part of the Company's income or assets;

(h) the serving or threat of a third party debt order nisi on any debtor of the Company in relation to any judgement debts owing by the Company;

(i) the presentation of a petition for the winding up of the Company;

(j) a proposal for a voluntary arrangement between the Company; and its creditors whether under the Insolvency Act 1986 or otherwise;

(k) the Company ceasing or threatening to cease to carry on its business.

11. (1) The power of appointing an Administrator 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 Administrator so appointed and (in the case of the removal or the vacation of office or the death of any such Administrator) appoint another person in the place of such Administrator.

(2) Every Administrator so appointed will have in relation to the Property all the powers contained in schedule 1 to the Insolvency Act 1986 without any of the restrictions contained in the Law of Property Act 1925.

(3) If two or more individuals hold office as Administrator of the same item included in the Property by virtue of an appointment in accordance with clause 11 (1) such individuals will have the right to exercise all or any of their powers severally as well as jointly.

(4) Every Administrator appointed in accordance with clause 11 (1) 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 Administrator and for the payment of all his remuneration, costs and expenses. SBF will be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.

12. All monies received by any Administrator appointed by SBF will be applied (subject to the claims of any secured and unsecured 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 here; and

(5) in payment of any surplus to the Company.

13. (1) The grant by SBF to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by SBF with the Company or any such person of any arrangement composition or agreement not to sue will not discharge or in any way affect any of SBF's rights under this deed.

(2) SBF may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute release alter or deal with the same in any way without affecting its rights under this deed.

14. For the purpose of gaining access to or inspecting or taking possession of any of the Fixed Charged Assets any duly authorised official of SBF and any Administrator appointed by SBF and any person authorised by such Administrator will have the right at any time to enter upon any premises included in the Property and upon any other premises in which any part of the Fixed Charged Assets is for the time being kept or stored.

15. 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 will be payable by the Company on a full indemnity basis.

16. If the Company fails to pay any monetary liability included in the Liability when demanded the Company will pay interest on it calculated at a rate equivalent to the discount charges in force at the relevant time under the Agreement. Such interest will be payable and compounded monthly and will accrue daily, after as well as before any judgment, from the date when such liability is due until payment in full.

17. The Company will keep proper books of account and will make true and complete entries therein of all transactions relating to any of the Company's business and the Property and will permit any duly authorised official or agent of SBF at any time during normal business hours to inspect and, at the Company's expense, to take copies of any of the Company's books accounts documents or computer data relating to such business and will supply, at the Company's expense, to SBF any information relating to such business as SBF may require.

18. SBF may (but shall not be obliged to) set off any obligation or Liability (under the Agreement or otherwise) due to Skipton Building Society ("Skipton") and any subsidiary or associated company of Skipton against any obligation owed by SBF to the Company.

19. The security created by this deed will be additional to and not in substitution for any other security created or which may in the future be created 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.

20. Any notice or demand required or permitted to be served or made by SBF will be validly served or made if:

(a) handed to any officer of the Company;

(b) sent by facsimile transmission or electronic medium (to the Company's fax number or email address acknowledged by SBF for communication by such manner); or

(c) if sent by post or delivered to the registered office of the Company or to its address stated herein or its address last known to SBF or to any address at which it carries on business.

Notices and demands served personally will take effect upon such service; notices and demands sent by way of facsimile transmission or electronic transmission will take effect at the time of transmission and notices and demands sent by post will be conclusively deemed to have been received within forty-eight hours of the time of posting.

21. SBF may at any time without notice or other formality in its entire discretion combine any two or more accounts held by it in the name of the Company.

22. For the purpose of determining the amount of the Liability at any time the Company will accept and be bound by a certificate signed by the company secretary of SBF.

23. This deed will 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 of this deed is held to be invalid or unenforceable no other provision of it will be affected and all such other provisions will remain in full force and effect.

THE SCHEDULE

1. The Company:
Avango Couriers Limited (a company registered in England and Wales with the number 08884148) of 43 Treen Road, Tyldesley, Manchester, M29 7HD.

2. The Agreement:
The Receivables Finance Agreement constituted by the Company's acceptance on 25th February 2014 of SBF's Schedule dated 20 February 2014.

3. Encumbrances Affecting the Property:

N/A.

IN WITNESS WHEREOF the parties have signed this document as a deed on the above date.

Signed For And On Behalf Of Skipton Business Finance Limited

Print name: R Cook

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	1)	Two partners
2)	One director and company secretary	2)	One partner / sole trader and authorised witness
3)	One director / member and 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)** 27/02/14

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

Client Name:	Avango Couriers Limited
Client Address:	43 Treen Road, Tyldesley, Manchester, M29 7HD
Company registration no:	08884148

Signature 1

sign here

Print name: Stuart Orrell

Signature: Status ...

Signature 2

sign here

Print name: ...

Signature: Status ...

WITNESS (only required if one signature above)

In the presence of

Signature: M. Littlewood

Full name: Marilyn Littlewood

Address: 41 Treen Road

Astley M29 7HD

Occupation: Retired

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