

MR01

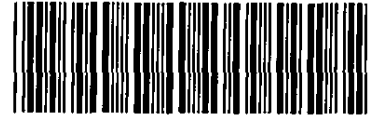
Particulars of a charge

94653/23
Oyez



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on



A60JT94Z

A07

18/02/2017

#321

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 1 0 4 4 6 9 5 5

Company name in full KERR & CO LIMITED

1

For official use

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 1 0 2 2 0 1 7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JULIA DENISE CASIMO

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

NONE

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

STEPHEN NEWMAN

Company name

RAMSDENS SOLICITORS LLP

Address

13 STATION STREET

HUDDERSFIELD

Post town

County/Region

Postcode

H D 1 1 L Y

Country

DX

712955 - HUDDERSFIELD

Telephone

01484 519519



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10446955

Charge code: 1044 6955 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2017 and created by KERR & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2017

Dx

Given at Companies House, Cardiff on 24th February 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 1st February 2017

JULIA DENISE CASIMO

JKCA LIMITED

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL

Ramsdens
Dated 1st February 2017
RAMSDENS SOLICITORS INC. BAXTER CAULFIELD
HUDDERSFIELD HD1 1LY

FLOATING CHARGE
OVER BOOK DEBTS

Ramsdens
Station Street
Huddersfield

(01484) 519519

THIS FLOATING CHARGE is made

1st February

2017

BETWEEN -

- (1) JULIA DENISE CASIMO of Old Hall Cottage, South Drive, Sandfield Park, West Derby, Liverpool L12 1LQ ("the Chargee"), and
- (2) JKCA LIMITED (company number 10446955) whose registered office is at 375 Eaton Road, West Derby, Liverpool L12 2AH ("the Chargor")

WHEREAS the parties hereto have agreed to execute this charge in order to secure certain liabilities of the Chargor to the Chargee by way of a floating charge over the Book Debts (as defined below)

NOW THIS DEED WITNESSETH as follows -

1 Definitions and Interpretation

1.1 In this charge the following expressions shall have the following meanings -

"Agreement"	the Asset Sale Agreement dated 8th December 2016 and made between the Chargee (1) the Chargor (2) Campell Insurance Services Limited (3) and Moore Stephens (North West) LLP (4) in relation to the sale and purchase of the Chargee's accountancy and wealth management practice known as "John Kerr Chartered Accountants"
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"Book Debts"	all the present and future book and other debts of the Chargor and all its rights and claims against third parties present and future capable of being satisfied by the payment of money
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“Secured Sums”

all monies, obligations and liabilities of the Chargor which are from time to time due, owing or incurred in whatsoever manner to the Chargee or her successors and assigns under the terms of the Agreement

1 2 Clause headings in this deed are inserted for ease of reference only and shall not affect its construction or interpretation

1 3 References to the Chargee shall include where the context so admits her successors in title and assigns

2 Covenant to Pay

The Chargor shall pay the Secured Sums to the Chargee in accordance with the terms of the Agreement

3 Charge

As security for the payment of the Secured Sums, the Chargor with full title guarantee hereby charges to the Chargee by way of floating charge the Book Debts

4 Covenants

4 1 The Chargor shall at all times during the subsistence of this charge -

4 1 1 immediately notify the Chargee of any meeting to discuss or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Chargor and if any such official is appointed of his appointment, and

4.1.2 on request provide to the Chargee such information regarding the financial position of the Chargor as the Chargee shall from time to time reasonably require

5 Crystallisation of floating charge

5.1 The Chargee may in its sole discretion at any time after any event specified in clause 6 of this charge, by written notice to the Chargor, convert the floating charge created by clause 3 of this charge into a fixed charge

5.2 The floating charge created by clause 3 will automatically and immediately (without notice) be converted into a fixed charge over the Book Debts if

5.2.1 the Chargor creates or purports or attempts to create any mortgage or charge in favour of another person over all or any part of the Book Debts without the Chargee's prior written consent, or

5.2.2 a Receiver (as defined in clause 6.1 of this charge) is appointed over all or any of the Book Debts

5.3 Any Book Debt acquired by the Chargor after any crystallisation of the floating charge created by this charge which, but for such crystallisation, would be subject to a floating charge under this charge, shall (unless the Chargee confirms in writing to the contrary) be charged to the Chargee by way of first fixed charge

5.4 The Chargee may at any time after any conversion of the floating charge over any of the Book Debts into a fixed charge in accordance with clauses 5.1 and 5.2 of this charge reconvert such fixed charge into a floating charge

6 Enforcement

Notwithstanding anything to the contrary contained in this charge the security under this charge shall become enforceable -

- 6 1 if the Chargor makes default for seven days under the Agreement in the payment of any of the Secured Sums, or
- 6 2 if a distress or execution is levied or issued against any of the property of the Chargor and is not paid out within seven days, or
- 6 3 if an order is made or an effective resolution is passed for winding up the Chargor, or
- 6 4 if the Chargor ceases or threatens to cease to carry on its business or substantially the whole of its business, or
- 6 5 if an incumbrancer takes possession of or a receiver or administrator is appointed in respect of the whole or any part of the assets and undertaking of the Chargor, or
- 6 6 if the Chargor makes any arrangement or composition with its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force, or
- 6 7 if the Chargor make default in observing or fulfilling any of its obligations under this charge and the Chargee by notice in writing to the Chargor declares the security constituted by this charge to be enforceable, or
- 6 8 if the Chargor shall without the consent of the Chargee previously obtained in writing create or purport or attempt to create any mortgage or charge ranking or which may by any means be made to rank in priority to or pari passu with this charge

7 Receiver

- 7 1 At any time after this charge shall have become enforceable (or if so requested by the Chargor) the Chargee may appoint by writing any person or persons to be a receiver

and manager or receivers and managers (but not an administrative receiver within the meaning of the Insolvency Act 1986) ("the Receiver" which expression shall include any substituted receivers and managers) of the Book Debts

7.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

7.3 The Receiver shall be the Company's agent and shall have the powers conferred by this charge and by the Law of Property Act 1925. The Chargor alone shall be responsible for his acts and omissions and for his remuneration. Without limiting the Chargee's power of sale the Receiver shall have power -

7.3.1 to take possession of collect and get in the Book Debts,

7.3.2 to take continue or defend any proceedings in relation to the Book Debts and make any arrangement or compromise which the Chargee or the Receiver shall think fit,

7.3.3 to appoint managers officers and agents for any of the above purposes at such salaries as the Receiver may determine, and

7.3.4 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers

7.4 Any monies received under this charge shall be applied -

7.4.1 first in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Chargee or the Receiver and of the remuneration of the Receiver,

7.4.2 secondly in or towards repayment to the Chargee of all of the Secured Sums which at that time remain unpaid, and

7.4.3 thirdly the surplus (if any) shall be paid to the person or persons entitled to it

8 Miscellaneous

- 8.1 This charge shall be in addition to and not in substitution for any rights powers and remedies at any time available to the Chargee at law
- 8.2 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this charge. The Chargee shall not exercise her power of sale until after this charge has become enforceable in accordance with its terms but this provision shall not affect a purchaser or put him on inquiry as to whether this charge has become enforceable
- 8.3 No failure or delay on the Chargee's part in the exercise of any of her rights powers and remedies (in this clause 8 "rights") under this charge or at law shall operate or be construed as a waiver of such rights. No waiver of any of the Chargee's rights shall preclude any further or other exercise of that right or of any other right
- 8.4 The Chargee may give time or other indulgence or make any other arrangement variation or release with any person in respect of any amounts owing to her without derogating from the Chargor's liabilities to the Chargee under this charge
- 8.5 The Chargor certifies that the charge created by this charge does not contravene any provision of its memorandum and articles of association or any agreement binding on it
- 8.6 It is hereby agreed and declared that the Chargor will release the charge hereby granted following payment or discharge of the Secured Sums in full or (if the Secured Sums remain outstanding and if the charge hereby created has not become enforceable) against provision by the Chargor of suitable alternative security for payment or discharge of the Secured Sums in terms acceptable to the Chargee (acting reasonably)

9 **Costs**

All costs charges and expenses incurred by the Chargee and all other money paid by the Chargee in enforcing this charge shall be recoverable forthwith from the Chargee as a debt and shall be charged on the Book Debts pursuant to the provisions of this charge

10 **Severance**

If at any time any provision in this charge is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this charge shall not be impaired

11 **Notice**

Any demand notice or other communication to be given or made pursuant to this charge may be delivered personally to the recipient or sent to the recipient by post or facsimile transmission at its registered office or last known address for the time being Any such notice demand or other communication shall be deemed to have been received by the intended recipient twenty four hours after posting (where sent by first class pre-paid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission) whether or not it is actually received

12 **Law**

This charge shall be governed by and construed in accordance with English Law and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have executed this charge as a deed the day and year first before written

EXECUTED as a Deed by **JULIA DENISE**)
CASIMO acting by a director duly)
authorised in the presence of -)

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a Deed by **JKCA LIMITED**)
acting by a director duly authorised in the)
presence of -)

Witness Signature 

Witness Name ALISON RAWLINSON

Witness Address 58 CRANFIELD RD
CRUSBY, L23 9TZ

Witness Occupation SECRETARY

