



Registration of a Charge

Company Name: **HICKLING DEVELOPMENTS LIMITED**

Company Number: **12523057**



XD10XAAH

Received for filing in Electronic Format on the: **24/04/2024**

Details of Charge

Date of creation: **24/04/2024**

Charge code: **1252 3057 0004**

Persons entitled: **AMICUS ASSET FINANCE GROUP LIMITED (CRN: 04286156)**

Brief description:

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 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: **ZOE WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12523057

Charge code: 1252 3057 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2024 and created by HICKLING DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2024 .

Given at Companies House, Cardiff on 26th April 2024

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**



FLOATING CHARGE

THIS DEED OF FLOATING CHARGE is made on **24 APRIL 2024**

BETWEEN:

- (1) **The Company:** HICKLING DEVELOPMENTS LIMITED (a company or LLP registered in England with number 12523057 whose registered office is at 1-2 Lacerta Court, Letchworth Garden City, England, SG6 1FD; and
- (2) **AAF:** Amicus Asset Finance Group Limited (a company registered in England with number 04286156) whose registered office is at 12th Floor, 30 Crown Place, London EC2A 4EB

1. AGREEMENT BY THE COMPANY TO PAY AAF

1.1 The Company covenants that it will pay to AAF (as agent for itself and each Associate) on demand and without deduction, set off or counterclaim all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to AAF or any Associate by the Company in whatever currency denominated howsoever incurred (whether alone or jointly) and in whatever style, name or form and whether as principal or surety when the same are due together with all Expenses.

1.2 The floating charge created by this Deed is a "qualifying floating charge" for the purpose of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Deed and AAF may appoint an administrator of the Company pursuant to that paragraph.

2. FLOATING CHARGE

2.1 The Company charges by way of floating charge all of its undertaking and all of its property, assets and rights whatsoever and wheresoever situate, present and future and including all heritable property located in Scotland with full title guarantee as a continuing security for the discharge of all of the Secured Obligations.

2.2 The security created by this Deed will, save as otherwise agreed by AAF, be first ranking.

2.3 AAF may, in its absolute discretion, determine the priority of the respective claims of itself and each Associate to amounts realised under this Deed and accordingly all obligations to marshal securities (or to appropriate realisations in any particular manner) are excluded. All duties or liabilities arising from AAF acting under this Deed as an agent or trustee for each Associate are also excluded.

3. COVENANTS BY THE COMPANY

The Company covenants with and undertakes to AAF as follows:

3.1 From time to time as required by AAF to give to AAF or any accountant nominated by AAF all such information relating to the business of the Company and its subsidiaries and as to its or their properties, assets and liabilities as AAF may from time to time require.

3.2 That, save with the Requisite Consent:

3.2.1 it will not create or permit to arise or subsist any Security Interest in favour of anyone other than AAF on the whole or any part of the Charged Property; and

3.2.2 it will not sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property or attempt or agree to do so otherwise than in the ordinary course of trading as now carried on and for full value.

3.3 To insure and keep insured such parts of the Charged Property as are of an insurable nature against loss or damage by fire and other usual risks as AAF may from time to time require with AAF's interest noted and, if required by AAF, that AAF is recorded as the first loss payee and that the policy contains mortgagee protection language acceptable to AAF to ensure that the policy would not be invalidated as against AAF due to the acts or omissions of the Company alone.

3.4 The Company undertakes that it will pay all premiums necessary for effecting and keeping up such insurances on the first day on which they ought to be paid.

4. DEFAULT BY THE COMPANY REGARDING REPAIR AND INSURANCE

4.1 If at any time the Company shall fail to effect or keep up such insurances as specified in clause 3 above AAF may insure and keep the Charged Property insured in any sum which AAF may think expedient and the Company will reimburse all costs so incurred to AAF immediately upon demand.

5. CRYSTALLISATION AND CONVERSION OF FLOATING CHARGE

5.1 The floating charge created above shall, unless and until AAF determines otherwise in writing, crystallise immediately and automatically and without need for notice operate as a fixed charge on:

5.1.1 the making of demand for payment by AAF or by any person entitled to make demand under a Prior Security;

5.1.2 the creation of any new Security Interest without the Requisite Consent over any of the Charged Property;

5.1.3 the levy or the attempt to levy any distress, execution or sequestration or other process against any of the Charged Property; or

5.1.4 the service of any demand on the Company by any other lender with floating charge security over the assets of the Company, the occurrence of any event which crystallises, or the taking of any steps intended to crystallise, any such other floating charge,

provided that the occurrence of the events referred to in clauses 5.1.2 and 5.1.3 shall only result in the crystallisation of the floating charge over the relevant part of the Charged Property.

5.3 AAF may as a separate matter at any time and from time to time by notice in writing to the Company convert the floating charge created by this Deed into a fixed charge with reference to any assets specified in such notice and following demand appoint a receiver of them.

5.4 The crystallisation events described in this clause 5 are in addition to all events which will crystallise the floating charge created by this Deed at law.

6. ENFORCEMENT AND POWER OF SALE

Without limitation or prejudice to any prior event causing such, the floating charge granted under clause 2 above shall be enforceable, and the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 together with all powers conferred on the holder of a qualifying floating charge (as defined in, and by, the Insolvency Act 1986) shall each arise on the date of this Deed and shall be immediately exercisable at any time after:

6.1.1 a notice demanding payment of and/or discharge and/or provision for any monies secured by this Deed shall have been served by AAF on the Company and the Company has failed to pay the amount demanded; or

6.1.2 the Company requests the appointment of a Receiver or administrator; or

6.1.3 any step is taken (including without limitation, the making of an application or the giving of any notice) by the Company or any other person to appoint an administrator or liquidator in respect of the Company, to dissolve the Company or to appoint a trustee, Receiver or similar officer of the Company or any of its assets.

6.2 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

7. APPOINTMENT OF RECEIVER & ADMINISTRATOR

7.1 At any time after the security constituted by this Deed shall have become enforceable, AAF may in writing appoint any person or persons to be:

7.1.1 a Receiver of the Charged Property (and may appoint joint Receivers and, if it wishes, separate Receivers over different parts of the Charged Property); and/or

7.1.2 an administrator of the Company, in each case as permitted by applicable law. If joint Receivers are appointed then the joint Receivers may act (and exercise all powers conferred by statute or this Deed) jointly or severally.

7.2 Any Receiver and/or AAF will have and be entitled to exercise all of the powers conferred from time to time on receivers by statute (in the case of the powers conferred by the Law of Property Act 1925 or this Deed and so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to the Receiver even though not appointed as an administrator).

7.3 Any monies received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:-

7.3.1 Firstly, in or towards satisfaction of all costs, charges and expensed incurred, and payments made, by AAF and/or the Receiver or any administrator including the remuneration of the Receiver or administrator;

7.3.2 Secondly, in or towards satisfaction of the obligations secured by this Deed in whatever order AAF may require;

7.3.3 Thirdly, as to the surplus (if any) to the person(s) entitled to it.

7.4 Any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's remuneration (which AAF may fix) acts or defaults.

7.5 No purchaser or any other person dealing any Receiver or administrator appointed by AAF (or with AAF itself) shall be concerned to enquire whether the monies secured by this Deed have become due or the powers of the person concerned have become exercisable or as to the application of any money paid to AAF, any administrator or any Receiver.

7.6 AAF may remove any Receiver appointed by it from all or any part of the Charged Property of which he is Receiver and at any time after any Receiver and has vacated office or ceased to act, appoint further Receiver(s) over all or any part of such Charged Property.

8. CONTINUING SECURITY ETC.

8.1 This security shall be a continuing security and shall not be considered satisfied, redeemed or discharged by any intermediate payment or satisfaction of the whole or any part of the monies owing or incurred by the Company to AAF and each Associate.

8.2 The security created by this Deed is in addition to any other rights, security or securities which AAF and each Associate now holds or may from time to time acquire from the Company or any other person and shall not in any way prejudice any of those securities.

9. NOTICE OF SUBSEQUENT SECURITY

9.1 If AAF receives notice of any subsequent charge or other security interest affecting the Charged Property then AAF may open a new account or accounts for the Company.

9.2 If AAF does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received notice referred to in clause 9.1, and as from that time, all payments made by the Company to AAF shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to AAF at the time when it received the notice.

10. SERVICE OF NOTICES

10.1 A notice (including any writ or summons) may be served by AAF or any Receiver on the Company by leaving it at, or by sending it through the post in a pre-paid letter addressed to the Company:

10.1.2 at the address of the Company shown above or last known to AAF; or

10.1.3 at the registered office address of the Hirer for the time being.

10.2 Any notice served by post shall be deemed to have been served at 10am on the day following (or if that day following is a Sunday then on the Monday immediately after) that on which it is posted, unless the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put in the post by way of recorded delivery or registered letter. A demand or notice so addressed and posted to the Company shall be effective notwithstanding that it be returned undelivered.

10.3 Any notice served personally on the Company in accordance with Clause 10.1 above will be deemed to be served at the time when it is left at such place as is described in Clause 10.1.

10.4 Any notice may be served on the Company by fax to the fax number (if any) shown on the Company's headed paper provided that such notice is put in the post addressed to the Company as described in Clause 10.1 above within 48 hours following despatch by fax. Such notice so served by fax will be deemed to be served on the Company at the time of transmission by fax.

10.5 Furthermore, any notice may be served on the Company by email to the email address (if any) shown on the Company's headed paper provided that such notice is put in the post addressed to the Company as described in Clause 10.1 above within 48 hours following being sent by email. Such notice so served by email will be deemed to be served on the Company at the time of sending by email.

10.6 The methods of service described in this Clause 10 will not affect the validity of any other effective method of service.

11. POWER OF ATTORNEY AND COVENANT FOR FURTHER ASSURANCE

11.1 As a continuing security for the performance of its obligations and liabilities under this Deed, the Company irrevocably and individually appoints AAF to be the attorney of the Company and on its behalf and as its act and deed or otherwise:

11.1.1 to execute and deliver in the name of the Company all deeds and documents which may be deemed necessary to perfect AAF's title to or for vesting the Charged Property in AAF, its nominees or in any purchaser from AAF or any Receiver or which the Company may have agreed under the terms of this Deed or otherwise to enter into; and

11.1.2 to do all such acts and things as may be required for the full exercise of the powers conferred under this Deed.

12. ENTIRE AGREEMENT AND EXCLUSION OF LIABILITY

12.1 This Deed constitutes the entire agreement and understanding between AAF and the Company in relation to the creation of a floating charge over the Charged Property and all other matters covered by this Deed. It supersedes any prior promises, representations and undertakings or implications whether made orally or in writing (if any), which may not be relied upon by the Company once this Deed has been entered into. All and any liability for any prior representations made by AAF or any other person to the Company or anyone acting on its behalf (if any there be) is expressly excluded even if made negligently or carelessly. Nothing in this clause 12 or otherwise contained in this Deed may exclude any liability for fraud.

13. ASSIGNMENT AND TRANSFER

AAF shall be entitled to assign its interest in this Deed and its rights against the Company to such person as it wishes. The Company shall not be entitled to assign its interest in this Deed or its rights against AAF. AAF may also transfer the benefit of the security created by this Deed and the rights of AAF under this Deed to any other person (the Transferee). Following service of notice to the Company of such transfer, the Transferee may enforce the security created by this Deed and the rights of AAF against the Company as if the Transferee had been named in place of (or alongside) AAF.

13. DEFINITIONS

13.1 In this Deed the following words and expressions shall have the following meanings:

Associate means any present or future holding company, subsidiary (or subsidiary of any such holding company) of AAF, from time to time (but only for so long as the Associate remains such a holding company, subsidiary or subsidiary of such a holding company of AAF);

Charged Property means all the undertaking, property, assets and rights mortgaged, or charged under this Deed and shall include any part of or interest in them;

Expenses means all expenses (including legal fees) from time to time paid or incurred by AAF or any Associate, any Receiver or their respective agents and employees at any time in connection with the Charged Property, the recovery of amounts owing to AAF or any Associate or in taking, perfecting, defending, preserving or enforcing this Deed and all security and rights created by this Deed and in obtaining advice on any matter relating to this Deed or the Charged Property (including all costs and expenses payable to AAF or any Receiver under this Deed) or in exercising any right or power arising under or because of this Deed or otherwise, in each case on a full indemnity basis;

holding company means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary;

Receiver means a receiver or receiver and manager appointed under this Deed and includes joint receivers;

Requisite Consent means the previous consent in writing of AAF (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent);

Secured Obligations means all obligations and liabilities covenanted to be part under clause 2.1 (including all Expenses)

Security Interest means any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale, or other title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is similar to the creation of security; and

subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purposes shall be treated as including any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.

14. APPLICABLE LAW

14.1 English law is applicable to this Deed and to any non-contractual obligations arising out of this Deed. For the benefit of AAF the English courts have jurisdiction to hear and resolve any dispute arising in relation to this Deed or the exercise of the security and rights and powers granted hereby.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

EXECUTION WORDING

Executed as a deed by
HICKLING DEVELOPMENTS LIMITED
acting by a director in the presence of

)
)
.....
Director

Signature of witness

Name

Address.....

Stephen Cowley BA (Hons)
Solicitor
Cowley Di Giorgio
63 Harpur Street
Bedford MK40 2SR

Signed for and on behalf of **AMICUS ASSET FINANCE GROUP LIMITED** by

.....
Jeremy Guilfoyle 24 Apr 2024 15:09:06 BST (UTC +1)

Signature

Jeremy Guilfoyle

.....
Name of authorised signatory