



**Registration of a Charge**

Company name: **MANOR COATING SYSTEMS LIMITED**

Company number: **00335572**



X839FQBN

Received for Electronic Filing: **12/04/2019**

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**Details of Charge**

Date of creation: **12/04/2019**

Charge code: **0033 5572 0009**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS BOTH CLYDESDALE BANK AND YORKSHIRE BANK)**

Brief description: **ALL ESTATES OR INTERESTS IN ANY FREEHOLD OR LEASEHOLD PROPERTY BELONGING TO THE COMPANY. NOTIFICATION OF ADDITION TO OR AMENDMENT OF CHARGE. CONTAINS FIXED CHARGE. CONTAINS FLOATING CHARGE. FLOATING CHARGE COVERS ALL THE PROPERTY OR UNDERTAKING OF THE COMPANY.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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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: **PATRICK SMITH**



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

Company number: 335572

Charge code: 0033 5572 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2019 and created by MANOR COATING SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2019 .

Given at Companies House, Cardiff on 15th April 2019

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

Our Ref AC/103342

Your Ref

Date 15 November, 2013

West Yorkshire Centre  
Central Customer Service Centre  
McIntosh House  
Foxbridge Way  
Normanton, West Yorkshire  
WF6 1TN

**Private and Confidential**

The Directors of Manor Coating Systems Limited  
Manor Coatings Ltd, Otley Road  
Charlestown  
SHIPLEY  
West Yorkshire  
BD17 7DP

Telephone 44 (0800) 9171917  
Fax 44 (0844) 7360155

**This is an Important document. You should take independent advice before signing and sign only if you want to be legally bound.**

Dear Sirs,

**Banking facilities to Manor Coating Systems Limited (Company number: 00335572) (the "Borrower")**

Clydesdale Bank PLC trading as Yorkshire Bank (the "**Bank**") is pleased to offer the Borrower an overdraft and other banking facilities (each a "**Facility**" and together the "**Facilities**") on the terms and conditions set out in this letter, its schedule (which forms part of this letter) and the Business Current Account terms and conditions. Certain capitalised words used in this letter are defined in paragraph 9 of the schedule.

**1 The Facilities**

**1.1 The Facilities offered (and their limits) are:**

Facility	Limit	Expiry Date
BACS	£300,000 per week	30/09/2014
BACS	£150,000 per month	30/09/2014

**1.2 The Borrower will use the Facilities only for general business purposes.**

**2 Fees, Interest and Charges**

The Borrower will pay to the Bank:



- 2.1 such other charges as are referred to in this letter in respect of the Facilities or in tariffs applicable to any Facility as issued by the Bank from time to time; and
- 2.2 all professional and other fees, costs and expenses incurred by the Bank, in accordance with paragraph 5 of the schedule.

### **3 Repayment and Cancellation**

- 3.1 All amounts outstanding under or in respect of the Facilities are repayable on demand. If the Bank makes a demand for any Facility, all Facilities will be immediately cancelled. The Bank may also, at any time, cancel all or any part of any Facility by notice to the Borrower.
- 3.2 Subject to clause 3.1, each Facility will be available until the expiry date for such Facility specified in clause 1 when it will be cancelled in full unless the Bank has agreed in writing to extend or renew such Facility in which case it will, subject to clause 3.1 and the terms and conditions of any letter extending or renewing such Facility, be available until the date in such letter when it will be cancelled in full.
- 3.3 On (1) any demand by the Bank for repayment of any Facility or (2) any Facility being cancelled all amounts outstanding under and in respect of such Facility will be immediately due and payable. The Bank may, at any time after such demand or cancellation, require the Borrower to provide the Bank with, and the Borrower will on such request provide the Bank with, cash cover (and suitable security in respect of such cash cover) in respect of all outstanding liabilities of the Bank (whether present or future, actual or contingent) in relation to the relevant Facility.

### **4 Availability**

The Facilities will only become available once the Bank has received, and is satisfied as to the form and content of, the following items:

- 4.1 an original of this letter signed by the Borrower;
- 4.2 information and evidence in respect of the Borrower required by the Bank to comply with its "know your customer" identification procedures; and
- 4.3 a signed extract of a resolution of the board of directors of the Borrower in the form attached to this letter; and
- 4.4 a signed original of each of the following guarantee and/or security documents (together with any undertakings, resolutions, letters, notices, title deeds or other documents as the Bank may require in connection with such documents):
- a debenture from Manor Coating Systems (Properties) Limited;
  - a debenture from Manor Coating Systems Limited;
  - a debenture from Manor Coating Systems (Holdings) Limited;

- a guarantee from Manor Coating Systems (Properties) Limited, Manor Coating Systems Limited and Manor Coating Systems (Holdings) Limited for all monies owing to the Bank by the Borrower

## **5 Provision of Information**

### **5.1 The Borrower will deliver to the Bank:**

- a copy of the certified financial statements (consolidated where the Borrower has a subsidiary or subsidiaries) within 270 days of its financial year end;

### **5.2 The Borrower will comply with the requirements of paragraph 3 of the schedule in respect of all financial information delivered to the Bank under clause 5.1.**

### **5.3 The Borrower will promptly deliver to the Bank, on request, such information about any Relevant Person or the business, operations, assets, financial condition or prospects of any Relevant Person as the Bank may reasonably require.**

## **6 Financial Covenants**

### **6.1 The Borrower will ensure that at all times the following financial covenants are complied with:**

None

## **7 Undertakings**

### **7.1 The Borrower will (and, if it has a subsidiary or subsidiaries, will ensure that such subsidiary or subsidiaries will) at all times:**

- maintain with a reputable independent insurance company or underwriter, appropriate and adequate insurance in relation to its operations and assets and to the extent as is usual for entities carrying on the same or substantially similar business or operations, with a copy of the insurance policy/certificate to be provided to the Bank at any time on request;
- permit any valuer instructed by the Bank to inspect and value any assets comprised in the Bank's security at any time and access to all information held by the Borrower relating to those assets at all times during business hours following notice from the Bank, The Borrower undertakes that it will pay all fees and expenses incurred by the Bank in relation to any such valuation in accordance with paragraph 5 of the schedule and authorises the Bank to debit such fees and expenses to the Borrower's current account on the due date. In each case unless the parties agree otherwise.
- permit the Bank and/or accountants or other professional advisers and contractors of the Bank free access at all reasonable times and on reasonable notice at its risk and cost to (i) the premises, assets, books, accounts and records and (ii) meet and discuss matters with its directors;

- within 30 days of either (1) the incorporation or acquisition of any subsidiary at any time after the date of this letter or (2) any subsidiary ceasing to be dormant in the opinion of the Bank, ensure that the relevant company (a) executes and delivers to the Bank all security documents as the Bank may require in respect of any liabilities of the Borrower and (b) complies with all other requirements of the Bank in connection with such security documents, including as regards the execution and delivery of documents, the provision of information, the completion of formalities and the taking of other steps;
- obtain, renew, comply with and do all that is necessary to maintain in full force and effect a licence covering all relevant types of business under the Consumer Credit Act 1974;
- comply in all material respects with all environmental laws, regulations and practices applicable to it and comply with and renew all licences, permits, consents or other authorisations held by it under environmental law in respect of the operation of its business;
- take all steps (including in respect of registrations, filings and the payment of fees and tax) necessary or desirable to preserve and maintain in full force and effect all of its patents, patent applications, trade marks, community trade marks, service marks, trade names, brand names, domain names, registered designs, copyright and all other industrial and other intellectual property rights and (if applicable) to record its interest in it;
- obtain or effect, comply with and do all that is necessary to maintain in full force and effect, all approvals, authorisations, consents, licences, permits and registrations for the conduct of its business;
- advise the Bank promptly of any litigation, arbitration or administrative proceeding started, pending or (to the best of the knowledge of the Borrower) threatened against the Borrower;

7.2 The Borrower will not (and, if it has a subsidiary or subsidiaries, will ensure that such subsidiary or subsidiaries will not) at any time:

- incorporate any company, enter into any joint venture or acquire or hold any shares, securities or similar rights or interests or any business or undertaking (or, in each case, any interest in any of them) other than its subsidiaries (if any) at the date of this letter;
- incur or allow to remain outstanding any borrowings, or otherwise receive credit from any person, other than under the Relevant Documents or in respect of normal trade credit or with its subsidiaries (if any);
- suspend or cease to carry on all or a material part of its business (or threaten to do so) or make any other material change to the general nature of its business;
- dispose of any asset other than in the normal course of business;
- give any guarantee to any person other than under any contract entered into in the ordinary course of trade;
- issue any shares other than those in issue at the date of this letter;
- make any loan or otherwise grant credit to any person, other than normal trade credit or between it and its subsidiaries (if any);



- enter into any amalgamation, demerger, merger or corporate reconstruction;
- create or allow to remain outstanding any security over any of its assets other than under the Relevant Documents;
- redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so;
- alter the date of its financial year end without the Bank's prior written consent (such consent not to be unreasonably withheld or delayed).

## **8 BACS Facility**

The Borrower may use this Facility up to the limit for this Facility in clause 1. This Facility may only be used for payment of suppliers, wages and salaries. This Facility will be made available in accordance with the rules of operation issued by the Bank, and subject to any additional documentation required by the Bank, in respect of the Bank's BACS facilities from time to time. The Borrower will pay the Bank's charges in respect of this Facility in accordance with the tariff issued by the Bank from time to time.

## **9 Signing and Law**

- 9.1 From the date of receipt by the Bank all of the Items under clause 4, this letter will replace all previous letters, agreements or arrangements between the Bank and the Borrower in relation to the provision of the Facilities.
- 9.2 This letter may be signed by the Bank and the Borrower in separate counterparts which will take effect as if a single copy had been signed.
- 9.3 This letter is governed by English Law.

To accept the offer in this letter please sign and return the enclosed copy of this letter to the Bank. If the Bank has not received a signed copy of this letter (at the address given at the start of this letter) within 30 days of the date of this letter, it may withdraw or vary the terms of the offer.

Yours faithfully



Andrew Cook  
Relationship Manager, Commercial

IMPORTANT INFORMATION

This letter includes details of the information we require to monitor your facility/facilities and any financial covenants we require you to meet.

Please note that these requirements do not affect in any way our overriding right to require repayment of your facility/facilities on demand, as stated in this letter.

Please take time to read this letter carefully and please do not hesitate to discuss with us anything you are not sure about.

You should only sign this letter when you fully understand the consequences of doing this. We strongly recommend that you take independent advice before accepting the facility/facilities and signing any documents.

The Borrower agrees to and accepts the terms and conditions set out in this letter (including its schedule) of which this is a copy.

Signed



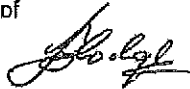
Director for and on behalf of Manor Coating Systems Limited

Print Full Name Paul Smith

Date 2nd December 2012

In the presence of

Witness



Full Name

Stuart Lodge

Address

48 High Ash Crescent  
Leeds  
LS17 8RQ

## **Schedule**

### **Terms and conditions applicable to this letter**

#### **1 Payments**

##### **1.1 All payments to the Bank will be made:**

- (a) in full without set off or counter-claim in immediately cleared funds to be received by the Bank no later than 3.00 pm (or such other time as notified by the Bank to the Borrower) on the due date for payment; and
- (b) free of any deduction or withholding for or on account of tax unless the Borrower is required by law to make such a deduction or a withholding in which case the amount of the payment to the Bank will be increased to the extent necessary to ensure that the Bank receives a sum equal to that which it would have received had no deduction or withholding been made

##### **1.2 All sums payable under this letter will be paid in the currency in which they are due and owing.**

##### **1.3 The Bank is authorised by the Borrower (but not obliged) to (1) apply any credit balance to which the Borrower is entitled on any account with the Bank in any currency and/or (2) debit any account of the Borrower with the Bank in any currency, in each case in satisfaction of any sum (including interest, commission, fees, costs and expenses) due and payable by the Borrower to the Bank under this letter or otherwise in respect of the Facilities.**

##### **1.4 The Bank may, at any time, set-off any obligations owed by the Bank to the Borrower (whether or not matured at such time) against any matured obligation owed by the Borrower to the Bank under any Relevant Document.**

##### **1.5 When the date for payment of any amount is not a Business Day then payment is required to be made on the next Business Day (without altering subsequent payment dates).**

#### **2 Security**

The obligations of the Borrower to the Bank under this letter will be secured by all security and/or guarantees held by the Bank in respect of the liabilities of the Borrower, including those delivered to the Bank under clause 4 in the front part of this letter and at any time in the future.

### **3 Preparation of Information**

#### **3.1 The Borrower will ensure that:**

- (a) its audited financial statements are prepared in accordance with GAAP (applied in a manner consistent with the preparation of the equivalent financial statements delivered to the Bank under clause 5 in the front part of this letter); and
- (b) if (1) there is a change in GAAP or the manner in which it is applied, or (2) the Bank consents to the Borrower changing the method of preparation of its financial statements from GAAP to IFRS or the date of the financial year end, in each case the Borrower will deliver to the Bank with all financial statements delivered to the Bank under clause 5 in the front part of this letter following such change, sufficient information (in form and substance satisfactory to the Bank acting reasonably) to enable the Bank to make an accurate comparison between those financial statements and those prior to such change and to test the financial covenants (if any) in clause 6 in the front part of this letter. If the Bank considers in good faith that amendments are required to such financial covenants as a result of such change, the Bank shall notify the Borrower of such amendments which shall be binding on the Borrower; and
- (c) if the Borrower's management accounts are required to be delivered to the Bank under clause 5.1 in the front part of this letter, such accounts include a profit and loss account, a balance sheet and a cashflow forecast, are prepared both in respect of the month to which they relate and the Borrower's financial year to date and contain a commentary from a director on its financial performance during that period including a comparison of actual performance to budgeted performance; and
- (d) if the Borrower's annual budget is required to be delivered to the Bank under clause 5.1 in the front part of this letter, such annual budget includes a projected profit and loss account (broken down on a month by month basis) and balance sheet and a cashflow forecast (broken down on a month by month basis) and projected calculations in respect of the financial covenants (if any) in clause 6 in the front part of this letter.

#### **3.2 If the Relevant Person is exempt under the Companies Act 2006 from auditing its financial statements for any financial year, and does not obtain such an audit, any reference to "audited financial statements" in clauses 4.5, 5.1 and 6 of the front part of this letter shall be treated as references to the "financial statements certified by the Relevant Person's accountants as giving a true and fair view of the trading results and financial conditions of the Relevant Person and its subsidiaries (if any)" for the relevant financial year.**

### **4 Calculations**

- 4.1 All interest, charges and commission will accrue on a daily basis (both before and after judgement) and be calculated on the basis of the actual number of days elapsed and a year of 365 days (in respect of amounts in Sterling) or 360 days (in respect of amounts in any other currency) or, if market practice differs, in accordance with the normal market practice for the relevant currency.
- 4.2 All notifications, determinations and calculations given or made by the Bank under this letter will be conclusive and binding except in any case of manifest error.

## **5 Expenses and Indemnities**

Subject to the Business Current Account terms and conditions:

- 5.1 The Borrower will, on demand pay to or reimburse the Bank on a full indemnity basis for all legal, valuation, documentation and other fees, costs and expenses (including any applicable VAT) incurred by the Bank in connection with the Relevant Documents, including in respect of any amendment of any Relevant Document or any waiver, enforcement or preservation of the Bank's rights under any Relevant Document.
- 5.2 The Borrower will indemnify the Bank, on demand, for any expense, loss or liability incurred by the Bank as a consequence of any failure by the Borrower to comply with its obligations under this letter or any other Relevant Document.
- 5.3 If, for any reason, any amount payable under this letter is paid or recovered (including by way of set-off) in a currency other than that in which it is required to be paid the Borrower will indemnify the Bank on demand against (1) the full cost incurred by the Bank of converting that sum into the currency in which it is required to be paid at the prevailing rate of exchange as the Bank determines appropriate and (2) any shortfall in the amount to be paid under this letter following the application of such converted sum.

## **6 Transfer and Disclosure**

- 6.1 The Borrower may not assign, transfer or otherwise deal with any of its rights or obligations in respect of this letter or the Loan or any other Relevant Document.
- 6.2 The Bank may (1) assign any of its rights or benefits and/or (2) transfer by novation any of its obligations, under this letter or any other Relevant Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets or to any other person or persons and/or (3) otherwise deal with its rights, benefits and/or obligations under this letter or any other Relevant Document, in whole or in part.
- 6.3 The Bank may enter into any sub-participation or any trust or contractual arrangement (or any other transaction under which payments are to be made by reference to this letter, any other Relevant Document or any Relevant Person) with any person in relation to this letter or any other Relevant Document.
- 6.4 The Bank may disclose any information obtained at any time from whatever source relating to any Relevant Person, the Facilities or any Relevant Document to (1) any of its associated companies (2) any actual or prospective assignee, transferee or participant, or persons with whom the Bank enters into any such dealings (3) its auditors, advisers or applicable regulatory authorities, rating agencies and investors or any other person who enters or proposes to enter into any transaction with the Bank in relation to this letter or any other Relevant Document (4) any other person in connection with a securitisation of all or any part of the Bank's rights under this letter or any other Relevant Document or (5) anyone who needs such information in respect of such assignment, transfer, dealing or securitisation.

- 6.5 The Borrower undertakes to execute, and to use its best endeavours to procure that any other Relevant Person executes, all documents (including amendments to this letter and any other Related Document) that the Bank may reasonably require to give effect to such an assignment, transfer, dealing or securitisation and to ensure any related guarantee or security (if applicable) is also properly transferred.

## **7 Communications**

Each notice, consent and other communication in respect of this letter:

- 7.1 will be in writing (which includes by fax);
- 7.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 7.3 given to the Borrower will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Bank of a fax confirmation sheet; and
- 7.4 given to the Bank will be effective only on actual receipt by the Bank. If the time of receipt does not fall on a Business Day, the communication will be deemed effective on the first Business Day thereafter.

## **8 Miscellaneous**

- 8.1 A person who is not a party to this letter has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of this letter.
- 8.2 If all or any part of any Facility is denominated in the currency of a state which adopts the euro as its lawful currency after the date of this letter, the Bank will be entitled to make such changes to this letter and any other Relevant Document as it reasonably considers necessary to address such adoption. The Bank will notify the Borrower of such changes in writing 60 days before they come into effect, after which time they will be binding on the Borrower.
- 8.3 If any provision of this letter is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions will not be affected or impaired. Any failure by the Bank to exercise, or delay in exercising, any right or remedy under this letter or any Relevant Document will not constitute a waiver of that right or remedy.

## **9 Definitions and Interpretation**

### **9.1 Definitions**

In this letter, the following words and phrases have the following meanings:

- (a) “**Business Day**” means any day (excluding Saturdays, Sundays and bank holidays), on which banks are generally open in the City of London for the transaction of normal banking business;
- (b) “**GAAP**” means generally accepted accounting principles in the United Kingdom (excluding IFRS);

- (c) **"IFRS"** means international accounting standards within the meaning of IAS Regulation 1606/2002;
- (d) **"Optional Currency"** means any currency (including euro) which is freely transferable and convertible into Sterling and is approved by the Bank on the request of the Borrower;
- (e) **"Relevant Document"** means (1) this letter (2) each other document under which any person (including the Borrower) grants security or issues a guarantee in respect of the Borrower's obligations under this letter and (3) each letter or agreement varying, amending, supplementing, restating, substituting or novating this letter or such document;
- (f) **"Relevant Person"** means (1) the Borrower (2) any other person which enters into a Relevant Document (3) any subsidiary of the Borrower and (4) where a person enters into a Relevant Document in its capacity as a partner of a partnership, that partnership;
- (g) **"Sterling"** and **"£"** means the lawful currency of the United Kingdom;
- (h) **"Sterling Equivalent"** means in relation to an amount of a Facility in a currency other than Sterling, that amount converted into Sterling at the prevailing rate of exchange for such currency as the Bank determines appropriate on the applicable day; and
- (i) **"Unplanned Borrowing"** means borrowing which is the result of the Bank agreeing to a request from the Borrower for a temporary overdraft or temporary increase to an existing overdraft to cover a payment for which the Borrower does not have sufficient funds available.

## 9.2 Interpretation

References in this letter to:

- (a) "guarantee" include any guarantee or indemnity and other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness; and
- (b) "person" include any individual, company, corporation, firm, government, state or agency of the state and any association, partnership or trust (in each case whether or not it has a separate legal personality); and
- (c) "security" include any assignment/assignment by way of security, charge, lien, mortgage, pledge, standard security, right of set-off, right of retention of title or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect; and
- (d) "set-off" include any rights of retention, claims for compensation or rights to balances of accounts on insolvency; and
- (e) "subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and
- (f) this letter or any other document referred to in it will be construed as references to this letter or such document as varied, amended, supplemented, restated, substituted or novated from time to time; and

- (g) a party to a Relevant Document or a Relevant Person includes its successors-in-title, its permitted assigns or assignees and its transferees; and
- (h) the singular include the plural and vice versa, as the context permits or requires; and
- (i) any provision of any statute, any legislation or of any regulation means at any time the relevant provision as is in force at that time (even if it has been amended, re-enacted or replaced since the date of this letter).



Extract of Board Resolution

1. PATRICK PAUL SMITH, being a \*Director/the Company Secretary of (the "Company"), hereby certify that the following is a true extract from the minutes of a quorate and duly convened meeting of the Directors of the Company at which all appropriate interests were declared and which was held on

"There was produced to the meeting a facility letter (the "Facility Letter") from Clydesdale Bank PLC trading as Yorkshire Bank (the "Bank") dated 15/11/2013 which sets out the terms and conditions on which the Bank is prepared to make available overdraft and other facilities (the "Facilities") to the Company.

After due and careful consideration of the terms of the Facility Letter and of all the relevant circumstances, **IT WAS RESOLVED** that:

- 1 the utilising by the Company of up to the full amount of the Facilities on the terms and conditions set out in the Facility Letter is for the benefit of, and in the best commercial interests of, the Company for the purpose of carrying on its business and that the terms and conditions of such Facility Letter are approved and accepted; and
- 2 the Facility Letter be executed on behalf of the Company by the Director specified below who is also authorised to sign on behalf of the Company all such other documents, agreements, certificates, notices, communications or confirmations, including amendments, variations, renewals and extensions, as may be required in connection with the Facilities or the Facility Letter

Signed:

\* Director/Company Secretary



Dated: 2nd December 2013

\* Delete as applicable