

003283/46

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge

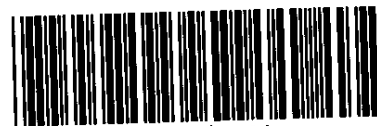


Companies House



Go online to file this information  
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A fee is be payab  
Please see 'How to



A14 \*A791ØR6Q\* #309  
28/06/2018  
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**  
You may not use this  
register a charge wh  
instrument. Use form

THURSDAY

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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 0 2 2 5 4 1 6 3

Company name in full Douglas Printers Limited

40

For official use

→ **Filling 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 8 0 6 2 0 1 8

### 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 Cyril Bennett

Name Kathleen Bennett

Name

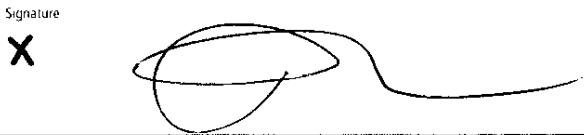

Name

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

<b>4</b>	<b>Brief description</b> 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 Premises at Woodhouse Drive Wigan in title number GM485280 and the undertaking of the Company and all its property assets and rights whatsoever and wheresoever present.	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.
<b>5</b>	<b>Other charge or fixed security</b> 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.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> 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.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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.  <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature   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 **Robert Ian Armstrong**

Company name **Platt & Fishwick**

Address **47 King Street**

Post town **Wigan**

County/Region

Postcode **W N 1 1 D B**

Country

DX **19318 Wigan**

Telephone **01942 243281**



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 2254163

Charge code: 0225 4163 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2018 and created by DOUGLAS PRINTERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2018.

Given at Companies House, Cardiff on 5th July 2018



**Companies House**



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

We certify this to be  
a true copy of the  
original document

  
Platt & Fishwick  
Solicitors Wigan

**THIS DEBENTURE** is made the 8th day of June 2018  
**BETWEEN DOUGLAS PRINTERS LIMITED (Company No. 02254163)** whose registered  
office is Woodhouse Drive, Wigan WN6 7NT ("the Company) of the one part and **CYRIL  
BENNETT and KATHLEEN BENNETT** both of 5 Balmoral Road, Pemberton, Wigan WN5  
9EN (the Lender ) of the other part

- 1 The Company hereby covenants to pay to the Lender on demand the sum of One hundred and Eighty thousand pounds (£180,000.00) and to pay and discharge on demand all monies obligations and liabilities which may now or at any time hereafter may be or become due owing or incurred by the Company to the Lender on any account (whether solely or jointly with any other person and whether as principal or surety) present or future actual or contingent of the Company to the Lender together with interest from the date which falls 18 months after the date hereof such interest to be at the rate of 2% above the base lending rate for the time being of Barclays Bank Plc and other charges so that interest shall be calculated and compounded in accordance with the practice of the Lender from time to time as well after as before any demand made or judgment obtained hereunder
- 2 The Company as beneficial owner and with full title guarantee and to the intent that the security created shall rank as a continuing security hereby charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged (together with all costs and expenses howsoever incurred by the Lender in connection with this Debenture on a full indemnity basis) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present:
  - 2.1 By way of Legal Mortgage any property referred to in the Schedule hereto ("the Legally Mortgaged Property") and/or the proceeds of sale thereof
  - 2.2 By way of specific equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company ("the Equitably

- 2.3 By way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present
- 3 The Company warrants to the Lender that:
- 3.1 It is a duly incorporated and a validly existing body corporate with power to enter into this Debenture and to perform its obligation in relation to the facility and has taken all necessary and corporate action to authorise the execution delivery and performance thereof
- 3.2 It is not in default of any statutory obligation or any agreement to an extent or in a manner which would have a material adverse affect on its ability to perform its obligations in relation to the facility
- 3.3 All appropriate exchange control and other consents licences authorisation and permits for the execution delivery and performance of this Debenture have been obtained
- 3.4 No litigation or other proceedings which would have a material adverse affect on the ability of the Company to perform its obligations hereunder or in relation to the facility has been commenced or threatened
- 3.5 Full disclosure has been made to the Lender prior to the date hereof of all facts in relation to the Company its holding companies and subsidiaries (if any) and their business and affairs as are material and ought properly to be made known to any person proposing to make financial facilities available to the Company
- 3.6 To carry on and conduct and procure its holding company and their subsidiaries (if any) (so long as they respectively carry on business) to carry on and conduct its and their respective affairs in a proper and efficient manner and shall not save with the prior written consent of the Lender which consent shall not be unreasonably withheld make any

substantial alteration whether at the time or over a period of time in the nature of such affairs

- 3.7 Save with the prior written consent of the Lender or as otherwise agreed in advance in writing with the Lender not to sell transfer or otherwise dispose of the whole or any of its undertaking property or assets other than stock in trade sold at market value in the usual course of trading as now conducted and for the purposes of carrying on its business
- 3.8 To keep such of its property as is insurable insured in the joint names of the Company and the Lender or with the interest of the Lender endorsed or noted on the policies in such manner as the Lender may require against loss or damage by fire and such other risks as the Lender shall from time to time consider necessary to the full reinstatement value thereof (together with additional amounts estimated as sufficient to cover architect's and surveyor's fees and the costs of demolition site clearance and shoring up) or as the Lender may decide with such insurance office or underwriters as may from time to time be approved by the Lender in writing and the Company shall maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses
- 3.9 To punctually pay all premiums and other monies necessary for keeping the aforesaid insurances in force and on demand lodge the policies and receipts for such payments with the Lender
- 3.10 To apply all monies which may at any time be received or receivable under any insurances (whether effected by the Company or the Lender and whether or not effected in pursuance of the covenants herein contained) in replacing restoring or reinstating the property or asset in respect of which the monies were received unless the Lender shall otherwise previously agree in writing and if default shall be made at any time by the Company in effecting or keeping up such policy or receipt to the Lender on demand the Lender may (but shall not be obliged to) take out or renew such insurances at the expense of the Company in such sums as the Lender may think expedient and all monies expended by the Lender under this clause 3.10 shall be deemed to be properly paid by the Lender and as agent of the Company without thereby becoming a mortgagee in

possession

- 3.11 Not without the prior written consent of the Lender to sell factor discount or otherwise charge or assign any book or other debts hereby specifically charged in favour of any other person or purport to do so and the Company shall if called upon to do so by the Lender from time to time execute legal assignments of such book debts and other debts to the Lender
- 3.12 Not without the prior written consent of the Lender permit or agree to any variation of the rights attaching to the book debts and other debts hereby charged or any of them save where good commercial judgment dictates having regard to the financial position of the debtor
- 3.13 Not without the prior written consent of the Lender release exchange compound set-off grant time or indulgence in respect of or in any other manner deal with all or any of the book debts and other debts hereby charged save as herein expressly provided save where good commercial judgment dictates having regard to the financial position of the debtor
- 3.14 At its own expense to institute continue or defend all such proceedings in connection with the book debts hereby charged as the Lender may require
- 3.15 Not without the prior written consent of the Lender or as otherwise agreed in advance in writing with the Lender to become a guarantor of any obligation of any person or entity or incur any borrowings other than in the normal course of business and on normal commercial terms and for the purposes of carrying on its business
- 3.16 To keep and procure that its holding company and their subsidiaries (if any) keep proper books and records and permit the Lender and any persons authorised by the Lender to have access to and to inspect the same
- 3.17 Save as otherwise agreed in advance in writing with the Lender to furnish to the Lender:



- 3.17.1 forthwith upon the same becoming available (and in any event within 90 days of the end of each financial year) a copy of the audited consolidated and unconsolidated balance sheets and profit and loss accounts together with trading accounts of itself and of each of its holding company and their subsidiaries (if any) in respect of each financial year together with the directors' and auditors' reports thereon
- 3.17.2 from time to time such other financial statements information valuations and certificates regarding the assets and liabilities financial condition business and affairs of the Company and its holding company and subsidiaries (if any) as the Lender may reasonably require
- 3.17.3 half yearly management accounts of the Company and its holding Company and their subsidiaries (if any) (so long as they respectively carry on business) showing trading results by operating until to include cumulative year to date figures with comparatives for the corresponding periods of the previous year which are to be received within 60 days of each half year end
- 3.18 To allow the Lender or its agents with or without surveyors workmen and others at all reasonable times to inspect any plant machinery and other effects used for the purpose of or in connection with the Company's business and to view the state of repair thereof and to carry out at the Company's expense any repairs thereto which the Lender consider necessary without thereby becoming liable as a mortgagee in possession and all moneys expended by the Lender under this clause 3.18 shall be deemed to be properly paid by the Lender
- 3.19 Not without the prior consent in writing of the Lender to reissue any debenture or debenture stock which may have been or which may hereafter be redeemed by the Company
- 3.20 At the request of the Lender to call up (and shall not call up without the prior consent in

writing of the Lender) any uncalled capital both present and future and any monies received from the calling up of capital shall unless otherwise agreed by the Lender be applied in or towards the discharge of the monies hereby secured

- 3.21 To comply and ensure that its subsidiaries holding company and their subsidiaries (if any) comply fully with all the covenants terms and conditions set forth in all facilities agreements and undertakings entered into with or in favour of the Lender
- 3.22 To ensure that control of the Company is not acquired by any person or entity or group not having control of the Company at the date hereof without the prior written consent of the Lender
- 3.23 Not to do or cause or permit to be done anything which may in any way depreciate or jeopardise or otherwise prejudice in the sole opinion of the Lender the value to the Lender of the security hereby charged
- 3.24 Not without the Lender's prior written consent to acquire whether by purchase subscription or otherwise any shares or debentures of any undertaking
- 3.25 Not without the prior consent in writing of the Lender to pay any abnormal dividend in the opinion of the Lender or make any other distribution in respect of the share capital of the Company

**AND** in the case of default by the Company in the performance of any of the foregoing covenants the Lender may (but shall not be obliged to) do whatever may be necessary to make good such default and all sums expended by the Lender in that behalf shall be added to the monies hereby secured and bear interest accordingly and for the aforesaid purpose the Company will permit the Lender to enter upon any or all of the aforesaid properties to effect such repairs as the Lender may consider necessary without thereby becoming liable as a mortgagee in possession and the Lender may effect insurances in such amounts and against such risks as the Lender shall decide irrespective of whether the Company is in default in the manner described in clause 3.9

3.26 The Company shall not be at liberty without the consent in writing of the Lender to:

3.26.1 create any mortgage or charge ranking in priority to or pari passu with this charge and/or

3.26.2 sell the whole or except in the ordinary course of business any part of the Company's undertaking

3.26.3 exercise any of the powers of leasing or of agreeing to lease or of accepting surrenders conferred on mortgagors by the Law of Property Act 1925 (the 1925 Act)

3.27 The Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses

3.28 The Lender may by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof

4 Subject to clause 5.2 below Section 103 of the 1925 Act shall not apply to this security which shall immediately become enforceable and the powers conferred by Section 101 of the 1925 Act as varied or extended by this security shall be immediately exercisable at any time after notice demanding payment of any monies hereby secured shall have been served by the Lender on the Company

5

5.1 Subject to clause 5.2 below immediately upon or at any time after the presentation of a petition applying for an administration order to be made in relation to the Company or at any time after this security shall otherwise have become enforceable the Lender may by writing appoint any person (or persons) to be an administrative receiver (the

Administrative Receiver) of the property hereby charged. Where two or more persons are appointed to be an Administrative Receiver the Lender will in the appointment declare whether any act required or authorised to be done by such Administrative Receivers is to be done by all or any one or more of such Administrative Receivers for the time being holding office. Any Administrative Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and any Administrative Receiver shall have all the powers of an administrative receiver specified in Schedule 1 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof

- 5.2 The Lender agrees not to appoint any type of receiver (including and without limitation an Administrative Receiver or 1925 Act Receiver) or otherwise attempt to enforce this Debenture while the Company has any secured borrowing from Barclays Bank plc unless it shall have first obtained the written consent of Barclays Bank plc to do so
- 6 Subject to clause 5.2 above all moneys received by any Administrative Receiver shall be applied by him in the following order:
- 6.1 In payment of the costs charges and expenses of and incidental to the appointment of the Administrative Receiver and the exercise of all or any of his powers and of all outgoings paid by him
- 6.2 In payment of remuneration of the Administrative Receiver at such rates as may be agreed between him and the Lender at or at any time after his appointment
- 6.3 In or towards discharge of the liabilities hereby secured in such order as the Lender may from time to time require
- 6.4 The surplus (if any) shall be paid to the Company or other person entitled to it
- 7 Subject to clause 5.2 above the powers conferred on mortgagees or receivers by the 1925 Act shall apply to this security except in so far as they are expressly or impliedly

excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in this security the terms of this security shall prevail

- 8 If the Lender receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the property hereby charged and/or the proceeds of sale thereof the lender may open a new account or accounts with any person for whose liabilities this Debenture is available as security. If the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Debenture is security
- 9 The Company hereby irrevocably appoints each of the Lender and any person nominated in writing under the hand of any officer of the Lender including every Administrative Receiver appointed hereunder as Attorney of the Company with full power of substitution for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of this security
- 10 In the exercise of the powers hereby conferred the Lender or any Administrative Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed
- 11 The Company shall from time to time supply to the Lender such accounts or other information concerning the assets liabilities and affairs of the Company its subsidiary or associated companies as the Lender may require
- 12 The Security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall be independent of any other security which the Lender may now or at any time hold on all or any part of the assets of the Company for or in respect of all or any part of the monies obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Lender over the

property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto

- 13 A demand or notice hereunder shall be in writing signed by an officer or agent of the lender and may be served on the Company by hand or by post and either by delivering the same to any officer of the Company at any place or by addressing the same to the Company at its registered office or a place of business last known to the Lender; if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered
- 14 It is hereby certified that this Debenture does not contravene any of the provisions of the Company's Memorandum or Articles of Association and has been executed in accordance therewith

This Debenture shall be governed by and construed in accordance with English Law and the Company and the Lender hereby submit to the jurisdiction of the English Courts

**IN WITNESS** whereof the Company has caused its Common Seal to be hereunto affixed the day and year first before written

#### **SCHEDULE**

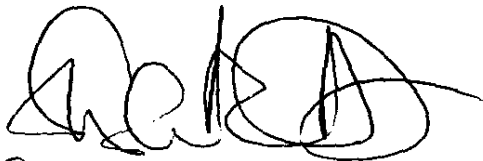
Land at Woodhouse Drive, Wigan being all the land in Title Number GM485280

SIGNED as a Deed by DOUGLAS )  
PRINTERS LIMITED acting by a )  
Director )

Director

EC Bannister

In the presence of:



SUSAN ELIZABETH HOUGHTON  
25 BRIDGEMAN TERRACE  
WILKIN WNI LTD