



Registration of a Charge

Company name: **ALEXANDER CLEGHORN LIMITED**

Company number: **00597855**



X4H6JYV6

Received for Electronic Filing: **02/10/2015**

Details of Charge

Date of creation: **02/10/2015**

Charge code: **0059 7855 0006**

Persons entitled: **HSBC ASSETS FINANCE (UK) LTD
HSBC EQUIPMENT FINANCE**

Brief description: **A LEGAL ASSIGNMENT OF CONTRACT MONIES**
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: **SHARMILA CHAMPANERI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 597855

Charge code: 0059 7855 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2015 and created by ALEXANDER CLEGHORN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2015 .

Given at Companies House, Cardiff on 5th October 2015

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

Dated 02/10/2015.

Alexander Cleghorn Limited

to

HSBC Equipment Finance (UK) Ltd
and
HSBC Asset Finance (UK) Ltd

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of the Rights arising under the Contract described in the Schedule. You should sign this Assignment in front of a witness who should be your solicitor, other legal adviser or a HSBC official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC as set out in this Assignment.
- This means that only when you have repaid or discharged all your debts and/or your other liabilities, will HSBC reassign the Rights to you.
- The debts may include loans or money due under any other facilities that HSBC has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC on your behalf.
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC or which may be given in the future.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

THIS ASSIGNMENT made by deed the

2 day of October 2015.

BETWEEN

Assignor: Alexander Cleghorn Limited (registered in England Company Number 597855) whose registered address is: 75 Maygrove Road, London, NW6 2EG ("you")

AND

HSBC Equipment Finance (UK) Ltd (registered in England Company Number 1503727) and HSBC Asset Finance (UK) Ltd (registered in England Company Number 229341) whose registered addresses are: 8 Canada Square, London, E14 5HQ ("HSBC")

WITNESSES as follows:

Meaning of certain words

1. (a) "HSBC" means HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd and any person who is entitled at any future date to exercise all or any of HSBC's rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Deed.
- (d) "Rights" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the Contract").

The Main Subject Matter of this Assignment

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to HSBC.

This includes, but is not limited to:

- (a) loans or facilities and further advances of money;
 - (b) guarantees and indemnities to HSBC and any of your other contingent liabilities;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between you and HSBC and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice. Interest as above applies before and after any demand or judgement;
 - (e) money agreed to be paid by you under clause 20 below.
4. The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and HSBC.
 5. You agree that any of the Debt that is in Sterling is due and payable to HSBC on demand, unless HSBC has agreed otherwise.

Assignment and Reassignment

6. With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to HSBC absolutely **provided that** if the Debt is repaid to HSBC and HSBC is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, HSBC will reassign the Rights to you on your request.

What you agree in relation to the Rights

Notices of Assignment

7. You agree that on or before executing this Assignment you will provide HSBC with the names and addresses of the other party or parties to the Contract in order to enable you and HSBC to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as HSBC may specify) that the Rights have been assigned to HSBC and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid directly to HSBC and not to you.

Obligations under the Contract

8. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

About the Rights

9. You confirm to HSBC that you are the beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of HSBC.
10. You confirm to HSBC that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify HSBC in writing immediately.
11. You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which HSBC reasonably requires for the purpose of enforcing your rights in respect of the Rights.
12. You will, if HSBC reasonably requires, provide to HSBC complete copies of the Contract and such other information as HSBC may reasonably require from time to time in relation to it.
13. You must do everything necessary to help HSBC to:
 - (i) confirm or protect its interest in the Rights; and
 - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else HSBC reasonably requires.

Mortgagee in Possession

14. HSBC shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by HSBC (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.

Power of Attorney

15. You, and if there is more than one of you, each of you, irrevocably appoint HSBC as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which HSBC may think fit to:
- (a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings;
 - (b) sell or assign the benefit of the Rights;
 - (c) make any compromise or arrangement in respect of the Rights;
 - (d) do all such other acts and things as HSBC may consider to be incidental to or assist with any of the matters or powers set out above.

HSBC shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

16. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

Adjustments to Law of Property Act powers and restrictions

17. HSBC's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
18. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

Making good your defaults

19. If at any time you fail to comply with any of your obligations under this Assignment, HSBC may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

Payment of HSBC's Fees, Expenses and Costs

20. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by HSBC in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with HSBC and, once debited, will carry interest at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice and shall be payable on demand.

Independence and duration of this Assignment

21. (a) This Assignment is in addition to, and independent of, any other security which HSBC may hold at any time for any of the Debt.
- (b) No prior security held by HSBC over the Rights shall merge with the security created by this

Assignment.

- (c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until HSBC reassigns the Rights to you.

HSBC's powers to deal with Accounts and Money received

- 22. (a) If HSBC receives notice of any subsequent mortgage or other interest affecting the Rights, HSBC may open a new account or accounts for you. If HSBC does not do so, then all payments made to HSBC after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
 - (b) If HSBC has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or HSBC receives any notice mentioned in (a) above, HSBC may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. HSBC will notify you of the transfer.
 - (c) If HSBC has any other mortgage or charge over the Rights, HSBC shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge.
23. All money received by HSBC under or as a result of this Assignment may, in HSBC's reasonable discretion, be credited to, and held in, a separate suspense account for so long as HSBC may reasonably think fit until the money, and any interest on it, is used by HSBC in or towards discharge of the Debt.

Waiver of set-off

24. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

Currency Conversion

25. HSBC may convert any money received under this Assignment from the currency in which it is received into any other currency that HSBC requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at HSBC's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and HSBC may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

26. HSBC may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

27. Any demand, notice or proceeding under this Assignment may be served:
- (a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or
 - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be served by any HSBC bank manager or officer.

28. (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the law of England and Wales.
- (b) You and HSBC submit to the non-exclusive jurisdiction of the courts of England and Wales.

Disclosure of Information

29. You consent to the disclosure by HSBC of any information about you, this Assignment, the Contract, the Rights or the Debt to:
- (a) any person to whom HSBC proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
- (b) any person with whom HSBC proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
- (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or
- (d) any other person, if required or permitted by law to do so.

Transfer of Rights

30. (a) HSBC may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If HSBC sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same.
- (c) You will be bound to any person or organisation to whom HSBC sells, assigns or transfers. That person or organisation will have HSBC's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) HSBC will be released automatically from its obligations to you so far as that person assumes HSBC's obligations.
- (e) You will, at the expense of HSBC or the person to whom the rights are transferred, do anything reasonably requested by HSBC to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of HSBC.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
- (i) the term **transfer** means sale, assignment and/or transfer;
- (ii) the term **rights** means rights benefits and/or obligations; and
- (iii) the term **person** means any person, trust, fund or other entity.

HSBC's written consent and reasonable requirement

31. (a) Where the words "without HSBC's written consent" appear in any clause, HSBC will not unreasonably withhold consent. You agree that it is reasonable for HSBC to refuse to consent to something if, in HSBC's reasonable opinion, it adversely affects or might affect:
- (i) HSBC's security under this Assignment and HSBC's ability to enforce this Assignment;
- (ii) the value of the Rights and HSBC's ability to collect any monies which may become payable in respect of them.

- (iii) HSBC's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of HSBC.
- (b) Where the words "HSBC reasonably requires" appear in any clause, you agree that it is reasonable for HSBC to require something if, in HSBC's reasonable opinion, it will or might assist in:
- (i) the preservation of HSBC's security under this Assignment or the value of the Rights or
 - (ii) HSBC's ability to recover the Debt.

Severance and Modification - Unenforceability

32. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as HSBC consents.
- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment.

Interpretation

33. In this Assignment:
- (a) the headings are used for guidance only;
 - (b) any reference to a person includes a body corporate;
 - (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
 - (d) references to the singular include the plural and vice versa.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above.

**Schedule 1 referred to above
Contract**

Commencement Date	Parties	Nature of Contract
20/01/1999	(1) Alexander Cleghorn Limited (Assignor) (2) HSBC Invoice Finance (UK) Limited	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time

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Schedule 2 referred to above
NOTICE OF LEGAL ASSIGNMENT OF CONTRACT MONIES

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

Date

Agreement for the Purchase of Debts ("the Contract")

We, HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd ("HSBC") and Alexander Cleghorn Limited ("the Assignor"), hereby give you notice that on the Assignor executed an Assignment in HSBC's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract.

We understand that your consent is required to such an assignment.

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us.

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us.

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to HSBC with a copy to the Assignor.

Account Payment Details

Account Name:
HSBC Bank plc
New Street
Birmingham

Account Number:
70366595

Sort Code:
40-11-18

Yours faithfully

.....
For and on behalf of


.....
For and on behalf of the Assignor

HSBC Equipment Finance (UK) Ltd
And HSBC Asset Finance (UK) Ltd

[ON DUPLICATE]

To HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd

I/We acknowledge receipt of a Notice on of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice.

.....
For and on behalf of HSBC Invoice Finance (UK) Limited

RESTRICTED

This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

EXECUTED AS A DEED by Alexander Cleghorn Limited
acting by a director and the secretary or by two directors.

Director

[Redacted Signature]

Director/Secretary

[Redacted Signature]

(For use by a Company with:

- two or more Directors with no Company Secretary or
- one Director and a Company Secretary)

For and on behalf of HSBC Equipment Finance (UK) Ltd and HSBC Asset Finance (UK) Ltd.

For HSBC Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment. HSBC re-assigns
to the Rights which were assigned to HSBC under the Assignment

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a
duly authorised Official of **HSBC EQUIPMENT FINANCE (UK) LIMITED and HSBC ASSET FINANCE
(UK) LIMITED ("HSBC")** as Attorney of HSBC the day and year first above written.

SIGNED AND DELIVERED

by

HSBC

..... Attorney of

in the presence of:

Witness:

Address:

Occupation: