

MR01

Particulars of a charge

Laserform

608019/13

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record. **Do not send the original**



A42DB74Y
A07 03/03/2015 #109
COMPANIES HOUSE

TUESDAY

1 Company details

Company number ☒ 0 2 9 6 6 4 9 1

Company name in full ICP Handling Limited

3 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 ☒ d1 d6 m0 m2 y2 y0 y1 y5

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 Bibby Leasing Limited

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

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

Brief description

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Daf LHP

X

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

MR01**Particulars of a charge****Presenter information**

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

Contact name **Melissa Hutchinson**

Company name **DWF LLP**

Address **Bridgewater Place**

Water Lane

Post town **Leeds**

County/Region

Postcode **L S 1 1 5 D Y**

Country

DX **DX 728240 Leeds 66**

Telephone **0113 204 1531**

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2966491

Charge code: 0296 6491 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2015 and created by ICP HANDLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2015.

Q

Given at Companies House, Cardiff on 11th March 2015



Companies House



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



DATED 16th DAY OF February 2015

ICP Handling Ltd

and

Bibby Leasing Limited

DEED OF ASSIGNMENT



DWF LLP, Bridgewater Place, Water Lane, Leeds, LS11 4BB

I certify that this is a true copy of the original

Signed [Signature]

Date 02/03/2015

THIS DEED OF ASSIGNMENT is made on day of 2014

BETWEEN

- (1) **ICP HANDLING LIMITED** of 59-61 Charlotte Street, St Pauls Square, Birmingham, B3 1PX, Company Reg 02966491 ("the Company")
- (2) **BIBBY LEASING LIMITED** of 105 Duke Street, Liverpool L1 5JQ, Company Reg No 588708 ("Bibby" which expression shall include its successors and assigns)

WHEREAS

- (A) The Company has today entered into lease agreement with Bibby in relation to certain equipment
- (B) The Company has on or before the date hereof entered into hire agreements with its customers relating to such equipment

NOW THIS DEED WITNESSETH as follows

1 **DEFINITIONS AND INTERPRETATION**

1 1 In this Assignment (except where the context otherwise requires) -

"Act"	means the Law of Property Act 1925,
"Encumbrance"	means any mortgage, charge (fixed or floating), pledge, lien or other security interest of any kind whatsoever,
"Equipment"	means each and every item of plant, machinery, equipment and/or other goods (fixed or moveable) hired by the Company from Bibby pursuant to the Principal Agreement including all accessories, replacements and spare parts for the time being attached thereto and/or forming part thereof,
"Events of Default"	means the events or circumstances referred to in Clause 8 2 or any part of them,
"Hire Contracts"	means each and every contract for the lease, hire purchase, hire or bailment of the Equipment entered into on, before or after the date hereof between the Company and any other person apart from Bibby together with the benefit of any guarantees or other securities provided in connection with such contracts,
"Hire Debts"	means all sums now and from time to time hereafter due owing or incurred to the Company under the Hire Contracts,
"Principal Agreement"	means the contract for the lease, hire purchase, hire or bailment of the Equipment entered into today between the Company and Bibby together with any other documents entered into under or in connection therewith, and
"Secured Liabilities"	means all monies and liabilities which are now or shall at any time hereafter be due owing or incurred to Bibby by the Company whether actually or contingently and whether

presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and Bibby relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of Bibby

- 1 2 In this Assignment (a) any reference to any statute or any statutory provision shall be deemed to include reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force, (b) any reference to any document shall be deemed to include a reference to such document as extended, amended, modified or renewed from time to time, (c) the expression "Subsidiary" shall have the same meaning as in Section 736 of the Companies Act 1985, (d) the expression "person" shall be deemed to include any individual, firm or body whether corporate or unincorporate, (e) words importing the singular shall include the plural and vice versa, and (f) clause headings are for convenience of reference only

2 COVENANT FOR REPAYMENT

- 2 1 The Company covenants that it shall pay and discharge on demand each of the Secured Liabilities
- 2 2 The Company shall pay to Bibby on demand interest at such a rate and calculated on such basis (if any) as agreed between Bibby and the Company, or in the absence of such agreement, at the rate of 3 per cent over the Finance House Base rate for the time being per annum on any of the Secured Liabilities in respect of which demand has been made hereunder calculated day by day from the date on which the payment became due until full payment or discharge (both before and after judgement)

3 ASSIGNMENT

- 3 1 As security for the payment and discharge by the Company of the Secured Liabilities and all other sums intended to be hereby secured, the Company with full title guarantee hereby assigns absolutely as a continuing security to Bibby all of the Company's title, rights and interest of whatever nature in and to all the Hire Contracts including, without limitation, the right to receive the Hire Debts
- 3 2 The security constituted by this Assignment shall be in addition to and shall be independent of every other security which Bibby may at any time hold in respect of any of the Secured Liabilities

4 NEGATIVE PLEDGE

The Company hereby covenants that without the prior written consent of Bibby it shall not nor shall it agree or purport to -

- (a) otherwise than in favour of Bibby, create or permit to subsist any Encumbrance over the Hire Contracts or the Hire Debts whether in any such case ranking in priority to or passu with or after the charge hereby created, or
- (b) release, exchange, compound, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of the Hire Contracts or the Hire Debts

5 FURTHER ASSURANCE

The Company shall from time to time, at the request of Bibby and at the Company's costs (i) give notice of this assignment to the hirers from whom the Hire Debts are due owing or incurred and otherwise take such steps as may be required by Bibby to perfect the same and (ii) execute in such form as Bibby may require such other deeds and documents, in each case, for the purpose of more effectively providing security to Bibby for the payment or discharge of the Secured Liabilities. The obligations of the Company under this Clause shall

be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of Section 76(1)(C) of the Act

6 RE-ASSIGNMENT

Following payment and discharge of all the Secured Liabilities Bibby will at the request and cost of the Company reassign the Hire Contracts to the Company or as it directs

7 UNDERTAKINGS BY THE COMPANY

7 1 The Company hereby undertakes with Bibby that it will during the subsistence of the security hereby created

- (a) duly and punctually discharge all the Company's obligations under the Hire Contracts and the Principal Agreements,
- (b) keep full and proper books, accounts and records relating to the Equipment,
- (c) permit Bibby or any person from time to time authorised by it at any time during normal business hours to enter the Company's premises to examine all or any of the Equipment and to inspect the Company's books accounts and records relating to the Equipment, the Hire Contracts and the Hire Debts,
- (d) notify Bibby as soon as payment due under any of the Hire Contracts is in arrears for 21 days and forthwith of any material breach of any term of the Hire Contracts by the relative hirer and take at the Company's expense such steps as Bibby may require to enforce the Company's contractual rights to terminate the relative Hire Contract and recover possession of the Equipment hired out thereunder, and
- (e) conduct its business in a proper and efficient manner and not make any substantial alterations in the nature of its business

7 2 If default shall be made by the Company in complying with Clause 7 1, Bibby may take any steps in the name of the Company in order to enable compliance to be made with such obligations and all costs and expenses incurred by Bibby in connection therewith shall be payable by the Company on demand

8 POWERS OF BIBBY

8 1 At any time after Bibby shall have made demand hereunder for payment or discharge by the Company of all or any of the Secured Liabilities, or if requested by the Company, Bibby may exercise without further notice and without the restrictions contained in Section 103 of the Act, whether or not it shall have appointed a Receiver, all the powers conferred on mortgagees by the Act and all the powers and discretions conferred by this assignment Section 93 of the Act shall not apply to this assignment

8 2 The Secured Liabilities shall become immediately due and payable on demand and the security constituted by this Assignment shall become immediately enforceable upon the happening of any of the following events,

- (a) if the Company defaults in the payment of any of the Secured Liabilities that have fallen due for payment or any default or event of default (howsoever defined) under the Principal Agreement occurs, or
- (b) if there shall be any breach by the Company of the terms and conditions of this assignment and if capable of remedy such breach is not remedied within 7 days of the date on which the Company received notice from Bibby requiring the same to be remedied provided always that this sub-clause (b) shall not apply to any breach by the Company to which sub-clause (a) above applies

9 APPOINTMENT OF RECEIVER

9 1 At any time after the Secured Liabilities shall have become payable or if requested by the Company or after the presentation of a petition for an administration order in relation to the Company, Bibby may from time to time in writing under the hand of a duly authorised officer of Bibby appoint one or more persons to be a

Receiver (which expression includes a receiver and manager and an administrative receiver) or Receivers of the whole or any part of the Hire Contracts and the Hire Debts and may similarly remove any receiver and appoint any person instead of any Receiver. If more than one person is appointed receiver of any assets, Bibby may give the relevant person power to act either jointly or severally.

9.2 Every Receiver shall have, in relation to such of the Hire Contracts and the Hire Debts in respect of which he was appointed,

(a) all the powers conferred by the Act on mortgagees or receivers (except insofar as expressly or impliedly excluded hereby) and all the powers set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver), and

(b) power in the name or on behalf and at the cost of the Company to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Company itself could do.

9.3 All monies received by any Receiver shall be applied in the following order, (1) in the payment of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration at such rate as may be agreed between him and Bibby at or at any time after his appointment, (2) in the payment and discharge of any outgoings paid and liabilities incurred by the Receiver on behalf of the Company in the exercise of any of his powers, (3) in or towards payment of any claims which are by statute payable in preference to the Secured Liabilities but only to the extent to which such claims have such preference, (4) in or towards the satisfaction of the Secured Liabilities, and any surplus shall be paid to the Company or other person entitled thereto.

9.4 Every Receiver shall be at all times and for all purposes the agent of the Company which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

10 POWER OF ATTORNEY

The Company hereby irrevocably appoints Bibby and any Receiver appointed hereunder jointly and also severally to be its attorney or attorneys (with full power of substitution) and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Company by or pursuant to this Assignment and generally for enabling Bibby and such Receiver to exercise the respective powers conferred on them by or pursuant to this Assignment or by law.

11 SUBSEQUENT CHARGES

If Bibby shall at any time receive or be deemed to be affected by notice of any subsequent Encumbrance or other event or transaction affecting the Hire Contracts or the Hire Debts or any part thereof, Bibby may open a new account or accounts for the Company in its books. If Bibby does not in fact open any such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time, all payments made to Bibby shall be credited, or treated as having been credited, to the new account(s) and not as having been applied in reduction of the Secured Liabilities.

12 CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar rights to which it may be entitled by operation of law, Bibby shall have the right at any time after it becomes entitled to appoint a receiver hereunder and without notice to the Company to combine or consolidate all or any of the Company's then existing accounts with any liabilities to Bibby and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to Bibby on any other account or in any other respect. The liabilities referred to in this clause may be actual, contingent, primary, collateral, several or joint liabilities.

13 SUSPENSE ACCOUNT

All monies received, recovered or realised by Bibby under this Assignment may in the discretion of Bibby be credited to any suspense or impersonal account and may be held in such account for so long as Bibby may

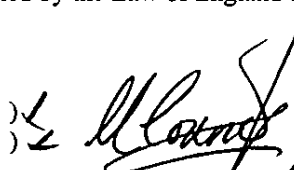
think fit (with interest accruing thereon at such rate, if any, as Bibby may deem fit) pending their application from time to time (at the discretion of Bibby) in or towards the discharge of any of the Secured Liabilities

14 MISCELLANEOUS

- 14 1 All notices or demands hereunder shall be in writing and sent by first class post or hand delivered to the Company at its registered office or a place of business last known to Bibby and shall be deemed to have been received by the Company 2 days after posting if sent by first class post or on delivery if hand delivered. The contents of any demand or notice issued by Bibby as to the amount of any payment due from the Company shall be conclusive and binding on the Company
- 14 2 No failure or delay by Bibby shall operate as a waiver of its rights. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law
- 14 3 The Company hereby agrees to indemnify Bibby and any Receiver against all losses, actions, claims, costs, charges, expenses and liabilities incurred by Bibby or such receiver in relation to this assignment or the Secured Liabilities (including those incurred in the carrying of this Assignment into effect or in the exercise or defence of any of the rights, remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the monies and liabilities) or occasioned by any breach by the Company of any of its covenants or obligations under this Assignment. The Company shall so indemnify Bibby or such Receiver on demand and shall pay interest in the sum demanded at the rate referred to in Clause 2.2 from the date of the same being incurred by Bibby or such Receiver and any sum so demanded together with any interest, shall be a charge upon the Hire Debts in addition to the monies hereby secured
- 14 4 The Company hereby certifies that the entry into and performance of this Assignment does not contravene any of the provisions of its Memorandum and Articles of Association
- 14 5 Any release, discharge or settlement between the Company and Bibby shall be conditional upon no security, disposition or payment to Bibby by the Company, or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled Bibby shall be entitled to enforce this Assignment subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made
- 14 6 This Assignment is and will remain the property of Bibby
- 14 7 This Assignment is governed by the Law of England and Wales

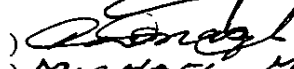
**EXECUTED AS A DEED BY
ICP HANDLING LTD**

Director
Director/Secretary

) 

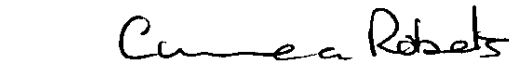
in the presence of

Full Name
Address
Occupation
Date

) 
) MICHAEL McDONAGH
) 7A THE GRANARY ALDRIDGE W5 9 8 NY
) CONSULTANT / TRAINER
) 23rd January 2015

**EXECUTED AS A DEED BY
BIBBY LEASING LTD**

Director
Full Name

) 
) CAROL ANN ROBERTS

in the presence of

Full Name
Address
Date

) Nicholas John HARRISON
) 7 Longfield Avenue, Pudsey, Leeds
) LS28 7DB