

# MG01

## Particulars of a mortgage or charge

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07/04/2012

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COMPANIES HOUSE

### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<b>1</b>	<b>Company details</b>	<div>For official use</div>
Company number	0 3 9 0 2 6 4 6	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Helphire Legal Services Limited (the "Company")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d3 d0 m0 m3 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	A debenture (the " <b>Debenture</b> ") dated 30 March 2012 and made between (1) the Company and (2) Bank of Scotland plc in its capacity as security trustee (" <b>BoS</b> ")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	As specified in the continuation page to this form	

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name Bank of Scotland PLC

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars As specified in the continuation page to this form

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred under or pursuant to the Finance Documents, in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "**Secured Liabilities**").

**6**

**Short particulars of all the property mortgaged or charged**

Please give us the short particulars of the property mortgaged or charged

Short particulars

**Charging provisions**

1.1 The Company with full title guarantee hereby charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-

1 1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 1 to the Debenture and as set out in Schedule 1 to this form together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;

1 1 2 by way of fixed charge -

1.1.2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 1.1 above and clause 2.1.1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;

1.1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

1.1 2 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled;

1.1.2.4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this paragraph 1.1 and clause 2.1 of the Debenture;

1.1.2.5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;

1.1.2.6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph 1.1.2.5 and clause 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;

1.1.2.7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

1.1.2.8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them);

1.1.2.9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

1.1.2.10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 1.1.2.9 and clause 2.1.2.9 of the Debenture but owned by others;

1.1.2.11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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part of the world;

1 1 2 12 all present and future book debts of the Company,

1 1 2.13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraph 1.1.2.7 or 1 1.2 8 and clause 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);

1.1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,

1 1.2.15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),

1.1.2.16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this paragraph 1.1 and clause 2.1 of the Debenture; and

1 1.2.17 all the Company's goodwill and uncalled capital for the time being;

1.1.2.18 all the rights title and interest of the Company in and to all chattels to which it is legally and beneficially entitled from time to time, hired leased or rented by the Company to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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1.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this paragraph 1 and clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1 1 2 and clause 2.1.2 of the Debenture).

1.2 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

1 2 1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and

1 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture,

1.3 To the extent that any such right, title and interest as is referred to in paragraph 1.2 and clause 2.2 of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security.

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 5 The Company will not without the prior written consent of BoS.-

1.5.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or

1.5.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or

1 5 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

1.6 The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require:-

1 6 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by paragraph 1.1.1 and clause 2.1.1 and of any freehold or leasehold property acquired by the Company after the date of the Debenture;

1 6.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

1 6 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under paragraph 1.1 3 and clause 2 1.3 of the Debenture,

1.6.4 a chattel mortgage over such chattels, plant and machinery as BoS may specify; and

1.6.5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in paragraph 1.2 above and clause 2.2 of the Debenture;

and the Company will execute such other deeds, documents, agreements and



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instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture.

## 2 Continuing Security

2.1 This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

2.2 BoS may retain the security (or any part of it) created by the Debenture and need not release it or return it until one month after the end of the period within which, under applicable law, there is a risk that any payment made to BoS in respect of any of the Secured Liabilities might be declared void, set aside or required to be repaid.

## 3 Power of Attorney

3.1 The Company irrevocably and by way of security appoints BoS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture.

3.2 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment

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under paragraph 3.1 and clause 8.1 of the Debenture

3.3 BoS or any Receiver may at any time delegate by power of attorney or in any other manner to any person or persons any of the powers (including the power of attorney contained in paragraph 3.1 above and clause 8.1 of the Debenture), authorities and discretions which are for the time being exercisable by BoS or any Receiver under the Debenture in relation to the Assets of the Company Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as BoS or any Receiver may think fit Neither BoS or any Receiver shall, save for their wilful default or gross negligence or other wilful breach of duty, be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

### SCHEDULE 1

#### PROPERTY

#### Freehold and leasehold property

Address or Description	Title No (s) (if registered land)	Freehold/leasehold
N/A	N/A	N/A

### SCHEDULE 2

#### The Receivables Accounts

Company	Bank	Account Number
HAS Accident Management Solutions Limited	HSBC Bank plc Sort Code 40-09-19	42053993

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#### DEFINITIONS

**"Account Notice"** unless otherwise agreed by BoS, a notice substantially in the form set out in Schedule 4 of the Debenture

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

**"Event of Default"** means the occurrence of any of the events or circumstances defined in the Facility Agreement as an "Event of Default".

**"Facility Agreement"** means a facility agreement dated 23 December 1997 between Helphire Group PLC (as borrower), Helphire (UK) Limited and others (as guarantors) and BoS, AIB Group (UK) PLC and The Royal Bank of Scotland PLC (as agent for National Westminster Bank plc) as lenders (as subsequently amended, restated or supplemented from time to time), to which the Company has acceded as a guarantor.

**"Finance Documents"** has the meaning given to such term in the Facility Agreement.

**"Fixed Charge Asset"** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture.

**"Group"** means Helphire Group PLC and each of its Subsidiaries and **"Group Company"** shall be construed accordingly.

**"Notice of Assignment"** unless otherwise agreed by BoS, a notice of assignment substantially in the form set out in Schedule 3 of the Debenture.

**"Permitted Disposal"** means:

(a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's length basis in the ordinary course of trading,

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other

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Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;

(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality.

**"Receivables"** means all sums of money now or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2.1.1, 2.1 2, 2.2 or 2.3 of the Debenture or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to clause 2.11 of the Debenture.

**"Receivables Account"** means any separate and denominated account as may be maintained by the Company with a bank (other than BoS) in accordance with the provisions of clause 2.11 of the Debenture and including the account(s) the details of which appear in Schedule 2 of the Debenture and in Schedule 2 of this form

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture

**"Subsidiary"** means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and

**"Subsidiaries"** shall mean all or any of them, as appropriate.

1 References to:-

1.1 words and phrases which are not defined or construed in the Debenture but which are defined or construed in the Facility Agreement shall be construed as having the meanings ascribed to them therein,

1.2 statutes, statutory provisions and other national or EC legislation shall include all amendments, substitutions, modifications and re-

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enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

1.3 **"control"** of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;

1.4 **"including"** shall not be construed as limiting the generality of the words preceding it,

1 5 **"property"** shall include any interest (legal or equitable) in real or personal property and any thing in action,

1 6 the Debenture shall include the Schedule,

1.7 any term or phrase defined in the Companies Act 1985 and/or the Companies Act 2006 (as amended from time to time) shall bear the same meaning in the Debenture;

1.8 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

1 9 the Debenture and to any provisions of it or to any other document referred to in the Debenture shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

1.10 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

1.11 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.12 an Event of Default is **"continuing"** if it has not been waived in writing by the Agent on behalf of the Banks;

1.13 clause headings are for ease of reference only and are not to affect

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the interpretation of the Debenture.

- 2 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Company and BoS in relation to them are incorporated herein to the extent required for any purported disposition of the Assets (or any of them) contained in the Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 3 The parties intend that the Debenture shall take effect as a deed.
- 4 The use of bold type shall be ignored in the construction of the Debenture

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X

*Gemma L*

X

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

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### 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name *Sarah Clark*

Company name *Eversheds LLP*

Address *One Wood Street*

Post town *London*

County/Region

Postcode 

E	C	2	V		7	W	S
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Country

DX *DX 154280 Cheapside 8*

Telephone *0845 497 9797*



### 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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### 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.**

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](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**





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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3902646  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 MARCH  
2012 AND CREATED BY HELPHIRE LEGAL SERVICES LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BANK OF SCOTLAND PLC ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 APRIL 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2012**

*DD*



*Companies House*  
— for the record —



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