


MR01

Particulars of a charge

069328/23 ✓



Go online to file this information
www.gov.uk/companieshouse


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

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

X **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.gov.uk/companieshouse

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 must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



A12 *A5C1Y2SP* #30
26/07/2016
COMPANIES HOUSE

1 Company details

Company number 0 4 2 9 6 4 6 6

✓ Company name in full ABC Print (Hereford) Limited

2  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 2 0 0 7 2 0 1 6

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 Suplymeprint com Limited (Company No. 07625015)

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

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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

Brief description

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

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



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 Damian Beard (0536925/1)

Company name Higgs & Sons

Address 3 Waterfront Business Park

Post town Brierley Hill

County/Region West Midlands

Postcode

D	Y	5		1	L	X
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Country England

DX 744590 Brierley Hill 5

Telephone 0345 111 5050



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4296466

Charge code: 0429 6466 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2016 and created by ABC PRINT (HEREFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2016

DX

Given at Companies House, Cardiff on 1st August 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

20 July

2016

SUPPLYMEPRINT.COM LIMITED

(1)

ABC PRINT (HEREFORD) LIMITED

(2)

DEBENTURE

We hereby certify that this is a true
and accurate copy of the original

Higgs & Sons

Higgs & Sons
3 Waterfront Business Park, Brierley Hill DY5 1LX

**HIGGS
& SONS**
S O L I C I T O R S

DATE:

20 July

2016

PARTIES:

- 1 **Supplymeprint.com Limited** (Company Number 07625015) having its registered office at 3rd Floor Broadway House, 32-35 Broad Street, Hereford, Herefordshire, England, HR4 9AR ("**Lender**"); and
- 2 **ABC Print (Hereford) Limited** (Company Number 04296466) having its registered office at Unit 1-6, Lugg View Industrial Estate, Moreton-On-Lugg, Hereford, Herefordshire, HR4 8DP ("**Company**")

OPERATIVE PROVISIONS:

1. Interpretation

- 1.1. In this Debenture the following words and expressions have the following meanings unless they are inconsistent with the context

"Acts" the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force),

"Indebtedness" all the Company's present or future indebtedness to the Lender, including (without limitation) indebtedness on account of money advanced, bills of exchange, rent and all other payments due, promissory notes, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due together with interest commission, and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by the Lender from time to time;

"Interest Rate" the rate which is 4% per annum above base rate from time to time of National Westminster Bank plc with quarterly rests on the first days of January, April, July and October in each year;

"Lender" shall include, unless the context otherwise requires, the Lender's successors and assigns, and

"Receiver" has the meaning given to it in clause 4.1.

- 1 2. Clause headings are for ease of reference only.

2. Charge

- 2 1. The Company hereby covenants to pay or discharge the Indebtedness to the Lender in accordance with the terms on which such sums are owed. As security for the payment and discharge of the Indebtedness, the Company hereby charges to the Lender, with full title guarantee
- 2.1.1. by way of legal mortgage, all freehold and leasehold property now vested in the Company ("**Property**"), together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
- 2.1.2. by way of fixed charge, all estates or interests in any freehold or leasehold property of the Company (not being property charged by clause 2.1.1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
- 2 1 3 by way of fixed charge, all the goodwill for the time being of the Company; by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company;
- 2 1 4. by way of floating charge, all book debts and other debts now and in the future due or owing to the Company, and
- 2 1.5. by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture.

3. Covenants

- 3.1. The Company shall not:
- 3 1.1. create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets (except as created hereunder),
- 3 1 2. sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- 3.1 3 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, or
- 3.1 4 grant or accept a surrender of any lease tenancy agreement or licence of or part with or share possession or occupation of the Property or any part of it unless agreed by the Lender.
- 3.2. The Company shall
- 3.2.1. keep such of the Assets as are insurable comprehensively insured against loss or damage by fire and such other risks as may be appropriate, to their full replacement value and procure that the Lender's interest is noted on all policies required under this clause 3.2.1;

- 3.2.2. duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3 2.1 and on demand produce the insurance policies and premium receipts to the Lender;
 - 3.2.3. keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
 - 3.2.4. pay into such bank account as the Lender may designate by notice to the Company from time to time all moneys which it may receive in respect of the book debts and other debts charged by clause 2.1.4; and
 - 3 2 5 promptly notify the Lender of any appointment of proposal or application for the appointment of an administrator, receiver or liquidator in respect of the Company or any of its assets and of any proposed to enter a voluntary arrangement pursuant to part I of the Insolvency Act 1986.
- 3.3. If the Company fails to perform any of its obligations under clauses 3.2 1, 3.2.2 or 3 2.4, the Lender may take out or renew any insurance or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand.

4. Receiver

- 4.1. At any time after the Lender's demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Lender may appoint by writing any person or persons to be a receiver and manager or receivers and managers ("**Receiver**", which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Assets. Without limiting the Lender's rights under this clause 4 1 or at law, the Lender may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver if the security created by this Debenture shall be in jeopardy.
- 4.2. The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 4.3. The Receiver shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Lender's power of sale, the Receiver shall have power
 - 4 3 1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;
 - 4.3.2. to carry on or concur in carrying on the Company's business and raise money from the Lender or others on the security of all or any part of the Assets;
 - 4 3.3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Company's property, in such manner and on such terms as he thinks fit;

- 4 3.4. to take, continue or defend any proceedings and make any arrangement or compromise which the Lender or he shall think fit;
- 4 3.5. to make and effect all repairs, improvements and insurances,
- 4 3.6. to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;
- 4.3.7. to call up any of the Company's uncalled capital,
- 4.3.8. to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets, and
- 4.3.9. to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4. Any moneys received under this Debenture shall be applied
 - 4 4 1 firstly, in or towards the satisfaction of the Indebtedness;
 - 4.4.2 secondly, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver; and
 - 4.4.3. thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

5. Administrator

- 5 1 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charges in clauses 2.1 4 and 2.1.5 which shall be enforceable at any time on or after the date on which the Lender demands the payment or discharge of all or any of the Indebtedness pursuant to this Debenture or, if earlier, the date on which:-
 - 5 1.1 the Lender receives from any person a notice of intention to appoint an Administrator;
 - 5 1 2. the Company requests the Lender to appoint an Administrator or any Receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986) appointed by the Lender pursuant to clause 4;
 - 5.1.3. an application is made for the appointment of an Administrator;
 - 5 1 4. an application is made for an administration order in respect of the Company; or
 - 5.1.5. an Administrator is appointed in relation to the Company.
- 5.2. Without prejudice to clause 5.3 the Lender may at any time by notice to the Company convert the floating charges created by clauses 2 1 4 and 2.1.5 above into a fixed charge as regards any of the Assets specified in such notice.
- 5.3. The floating charges created by clauses 2.1 4 and 2 1.5 shall (additionally

to the circumstances where this will occur under general law) automatically be converted into a fixed charge.-

5.3.1. on permission of a petition to wind up the Company or on an application for an administration order or on the giving of notice of intention to appoint an Administrator (in each case the relevant date being the date of the application notice of intention to appoint respectively) in respect of the Company, or

5.3.2. if the Company fails to comply with its obligations under clause 5.4.

5 4 The Company will not without the Lender's prior written consent create or purport or attempt to create or permit to subsist any mortgage or fixed or floating charge, pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Assets nor sell, transfer, lease, licence, part with possession dispose of or grant any interest in or relating to all or any part of the Assets save that the trading Assets may be disposed of by way of sale at full value in the ordinary course of business as now carried on and the plant, machinery and equipment charged by clauses 2.1.1 or 2.1.2 may be replaced, modified, repairs or maintained.

6. Miscellaneous

6.1. No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Lender's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.

6.2. By notice in writing to the Company, the Lender may at any time convert the floating charges created by clauses 2.1.4 and 2 1 5 into a specific charge over any Assets specified in the notice which the Lender considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy The Company at its expense shall at any time on the Lender's request promptly execute and deliver to the Lender any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clauses 2 1 4 and 2 1 5) or such other charge as the Lender may in its discretion think fit for securing the Indebtedness

6.3. This Debenture shall be

6 3.1. a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever;

6 3.2. without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets, and

6.3.3. in addition to any rights, powers and remedies at law

6 4. Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Lender shall not exercise its power of sale until payment

has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made

- 6.5. No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 6.5 "**rights**") under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right
- 6.6. The Lender may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lender's rights under this Debenture.
- 6.7. The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 6.8. The Company shall, on demand by the Lender, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lender may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture.

7. Costs

All costs, charges and expenses incurred by the Lender and all other moneys paid by the Lender or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt shall bear interest at the Interest Rate (as well before as after judgment) and shall be charged on the Assets.

8. Power of attorney

By way of security, the Company hereby irrevocably appoints the Lender and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes

9. Severance

If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.

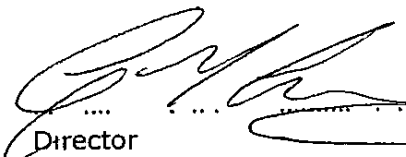
10. Notices

Any demand, notice or other communication by either party may be delivered personally or sent by post, at the address set out above or such other address notified in writing to the other. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) and immediately upon such delivery (where delivered personally)


11. Law

This Debenture shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England & Wales.


SIGNED by a **DIRECTOR** for and on behalf
of **Supplymeprint.com Limited**
in the presence of:-

} 
Director

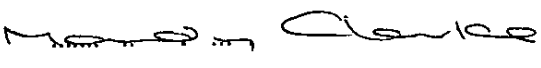
Witness to the above signatures

Signature: 
Name: MANDY EVANS CLARKE
Address: 17 UPPERFIELD CLOSE
HEREFORD HR2 7SW
Occupation: SECRETARY

SIGNED by a **DIRECTOR** for and on behalf
of **ABC Print (Hereford) Limited**
in the presence of -

} 
Director

Witness to the above signatures

Signature: 
Name: MANDY EVANS CLARKE
Address: 17 UPPERFIELD CLOSE
HEREFORD HR2 7SW
Occupation: SECRETARY