

V-103188/£13

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

# MR01

## Particulars of a charge



Companies House

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

**You can use the WebFiling**  
Please go to [www.companieshouse.gov.uk](http://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 the charge  
instrument Use form MR01



\*R3JVR5T\*  
RCS 03/11/2014 #3  
COMPANIES HOUSE  
LD4 28/10/2014 #46  
COMPANIES HOUSE

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


<b>1</b>	<b>Company details</b>	<b>2</b>	For official use
Company number	0 5 4 5 2 0 8 6	→ Filling in this form Please complete in typescript or in bold black capitals	
Company name in full	Achilles Professional Services Limited	All fields are mandatory unless specified or indicated by *	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	2 4 1 0 2 0 1 4

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	Lloyds Bank plc
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

MRO1

Particulars of a charge

4	<b>Brief description</b>	
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
5	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
6	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
7	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
8	<b>Trustee statement <sup>①</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)
9	<b>Signature</b>	
Signature	Please sign the form here	
	<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>X</span> </div> <div style="text-align: center;">  </div> </div>	
	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 **Munal Mehta**

Company name **CMS Cameron McKenna**

Address **Mitre House 160 Aldesgate Street**

Post town **London**

County/Region

Postcode **E C 1 A 4 D D**

Country **U K**

DX **DX 135316 BARBICAN 2**

Telephone **02073672071**



### 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](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)**

## PROFORMA

Company Number 05452086

Company Name ACHILLES PROFESSIONAL SERVICES LIMITED

Contact Name/ Organisation Munal Mehta / CMS Cameron McKenna LLP

Address

Mitre House, 160 Aldersgate Street

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

**Please give the instructions in the box below)**

**Fixed charge – none**

**Floating charge – yes but not expressed to cover all the property and undertaking of the company.**



FILE COPY

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

Company number: 5452086

Charge code: 0545 2086 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2014 and created by ACHILLES PROFESSIONAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2014.

Given at Companies House, Cardiff on 4th November 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CERTIFIED AS A TRUE AND  
COMPLETE COPY OF THE  
ORIGINAL SAVE FOR  
REDACTIONS UNDER S.  
859G COMPANIES ACT 2006

To be presented for registration at Companies House  
within 21 days of dating against all the companies and limited liability  
partnerships (both "Existing" and "Further") which are a party to this document  
Date: 28.10.2014  
S.M. Cameron, McKenna LLP,  
Mitre House, 180 Aldersgate  
Street, London EC1A 4DD

THIS DEED OF ACCESSION is made the 24. day of October ... 20...14

BETWEEN

- (1) THE SEVERAL COMPANIES specified in Part I of the schedule hereto (the "Existing Companies");
- (2) THE COMPANIES specified in Part II of the schedule hereto (the "Further Companies"), and
- (3) LLOYDS BANK plc (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 13<sup>th</sup> September 2013 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "Principal Deed")

NOW THIS DEED WITNESSETH as follows

- 1 In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing).
- 2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
- 2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
  - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
  - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company [or Further Company] to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also

all credits then established by the Bank for such Existing Company or Further Company;

- 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- 2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

- 2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:
- 2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):
- (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
  - (b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company;
- 2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two



percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

- 2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- 2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
  - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;
- 2.4 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations
- 3 ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed
4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 13<sup>th</sup> September 2013.

# **The Schedule**

## **Part I - The Existing Companies**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Maintel Holdings Plc	03181729	61 Webber Street London SE1 0RF
Maintel Europe Limited	02665837	61 Webber Street London SE1 0RF
Maintel Mobile Limited	05644966	c/o Maintel Europe Limited 61 Webber Street London SE1 0RF
Maintel Voice and Data Limited	03893515	61 Webber Street London SE1 0RF
Datapoint Global Services Limited	03070360	c/o Maintel Holdings Plc 61 Webber Street London SE1 0RF
Datapoint Customer Solutions Limited	04210613	61 Webber Street London SE1 0RF

## **Part II - The Further Companies**

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Proximity Communications Plc Ltd	03844873	Proximity Communications Thatcham Business Village Colthrop Way Thatcham Berkshire RG19 4LW
Achilles Professional Services Limited	05452086	Proximity Communications Thatcham Business Village Colthrop Way Thatcham Berkshire RG19 4LW

SIGNED as a deed by Proximity Communications Plc acting by its

.. [redacted] (insert full name) ..... [redacted] (insert full name)  
 Director Director/Secretary\* [redacted]  
 . . [redacted] (signature) ..... [redacted] (signature)

in the presence of  
Witness.

Address:

Occupation

SIGNED as a deed by Achilles Professional Services Limited acting by its:

[redacted] (insert full name) ..... [redacted] (insert full name)  
 Director Director/Secretary\* [redacted]  
 . . . . [redacted] (signature) . . [redacted] (signature)

in the presence of  
Witness.

Address:

Occupation

SIGNED as a deed by Maintel Holdings Plc acting by its

..... (insert full name)	..... (insert full name)
Director	Director/Secretary*
..... (signature)	..... (signature)

in the presence of  
Witness:

Address:

Occupation:

SIGNED as a deed by the Existing Companies other than Maintel Holdings Plc acting by Maintel Holdings Plc their duly authorised attorney acting by its

..... (insert full name)	..... (insert full name)
Director	Director/Secretary*
..... (signature)	..... (signature)

in the presence of  
Witness:

Address

Occupation

\* Delete as applicable