



Registration of a Charge

Company name: **ALIGRA PERSONNEL LIMITED**

Company number: **05734857**



X58E44A2

Received for Electronic Filing: **03/06/2016**

Details of Charge

Date of creation: **23/05/2016**

Charge code: **0573 4857 0006**

Persons entitled: **HSBC INVOICE FINANCE (UK) LTD**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JON FRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5734857

Charge code: 0573 4857 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd May 2016 and created by ALIGRA PERSONNEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2016 .

Given at Companies House, Cardiff on 6th June 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Aligra Personnel Ltd

to

HSBC Invoice Finance (UK) Limited

Fixed Charge on Purchased Debts Which Fail to Vest

THIS CHARGE is made the 23rd day of May 2016 BETWEEN

- (1) Algra Personnel Ltd, a company registered in England and Wales with the number 5734857 (the "Client") and
- (2) HSBC INVOICE FINANCE (UK) LTD (a company registered in England and Wales with the number 759657) of Farncombe Road, Worthing, West Sussex BN11 2BW ("HIF" which expression shall include HIF's successors and assignees).

WITNESSES as follows:-

1. In this deed except where the context otherwise requires:

- (i) the following expressions shall have the meanings assigned to them below:

"Agreement"

the agreement for the purchase of debts dated on or before the date of this Deed and/or any supplement, variation or replacement for such agreement and made between (1) the Client and (2) HIF pursuant to which HIF has agreed to make certain receivables purchase facilities available to the Client;

"Charged Property"

the property of the Client charged in favour of HIF pursuant to clause 3;

"Obligations"

all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Client to or in favour of HIF, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise;

"Purchased Debt"

a Debt purchased or purported to be purchased by HIF pursuant to the Agreement;

- (ii) the singular shall include the plural and vice versa and any of the three genders shall include the other two;
- (iii) references to clauses and sub-clauses are references to clauses and sub-clauses of this deed;
- (iv) the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things;
- (v) reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time or any order or regulation made thereunder; and
- (vi) the expression "Associated Rights", "Debt", and "Non-Notifiable Debt" shall have the meanings assigned to them in the Agreement; the expression "receiver" shall be construed in accordance with Section 29 of the Insolvency Act 1986 and the expression "administrator" shall have the meaning assigned to it in the Insolvency Act 1986

2. The Client will:

- (i) on demand fully discharge by payment to HIF, without any deduction or set-off, all or any monetary liabilities included in the Obligations; and
- (ii) duly perform all the Obligations other than monetary liabilities.

3. To secure payment and performance as provided for in clause 2, the Client, with full title guarantee, hereby charges in favour of HIF:

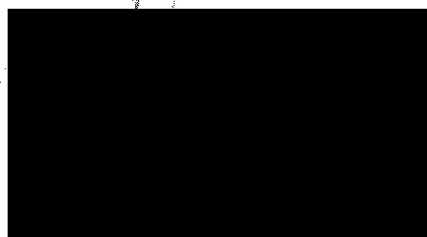
- (i) by way of fixed equitable charge, all Purchased Debts excluding Non-Notifiable Debts which fail to vest effectively and absolutely in HIF pursuant to the Agreement;
- (ii) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(i) above;
- (iii) by way of fixed equitable charge, all Purchased Debts comprising Non-Notifiable Debts, which fail to vest effectively and absolutely in HIF pursuant to the Agreement; and
- (iv) by way of fixed equitable charge, all Associated Rights relating to those Purchased Debts charged to HIF in clause 3(iii) above.

17. HIF may at any time, in its entire discretion, transfer its rights and/or obligations hereunder to any other person. The Client may not transfer its rights or obligations hereunder without the express written consent of HIF, which HIF may withhold in its absolute discretion.
18. Any notice or demand required or permitted to be served or made by HIF on the Client hereunder shall be validly served or made if handed to any one of the Client's officers or if delivered or sent by post to the Client's registered office or to any address at which the Client carries on business, and if sent by post shall be deemed to be received within seventy-two hours of posting.
19. This deed shall be construed and take effect according to English law and the Client hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision hereof shall be held to be invalid or unenforceable no other provision hereof shall be affected and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first mentioned and in the manner described below:

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
Aligra Personnel Ltd)
by a director in the presence of a witness)

Signature



Name (block capitals)

Director

Witness signature

Witness name

LISA FRANKLIN
(block capitals)

Witness address

35 BLADEL STREET

WICK

SA. F. 450

OR

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
Aligra Personnel Ltd)
by two directors or by)
one director and the secretary)

Signature

Name (block capitals)

Director

Signature

Name (block capitals)

Director/Secretary

COPY RESOLUTION

(to be certified by the signature of the Chairman of the meeting of the directors at which the resolution was

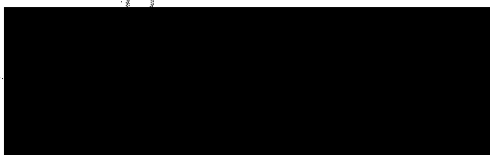
passed)

Company No. 5734857

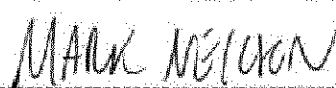
Aligra Personnel Ltd ("Company")

1. The Chairman reported that notice of the meeting had been given to all those persons entitled to receive notice and, a quorum being present, the Chairman declared the meeting open.
2. There was produced to the meeting a form of charge to be entered into between HSBC Invoice Finance (UK) Limited ("HIF") and the Company (the "Charge").
3. After giving consideration to the requirements set out in sections 171 to 177 of the Companies Act 2006, it was unanimously agreed that the entry into and execution of the Charge was in the commercial interest of and for the benefit of the Company and was most likely to promote the success of the Company for the benefit of its members as a whole.
4. After careful consideration by the directors of the terms of the Charge and of the nature and scale of the liabilities undertaken by the Company under the Charge, it was unanimously resolved that:
 - (a) it was, in the good faith judgment of all the directors present, for the commercial benefit of the Company and was most likely to promote the success of the Company for the benefit of its members as a whole to enter into the Charge;
 - (b) the terms of and the transactions contemplated by the Charge be approved;
 - (c) the Charge should be executed on behalf of the Company as a deed;
 - (d) any two directors, or any director and the company secretary, or any director in the presence of an attesting witness ("Authorised Signatories") be authorised to execute and deliver the Charge as a deed for and on behalf of the Company and that (in either case) the same may be delivered to HIF with such amendments as the Authorised Signatories may agree with HIF;
 - (e) any one or more authorised signatory (as defined in section 44(3) of the Companies Act 2006) be authorised to approve and execute any further documents, certificates and notices to be signed and/or despatched by the Company under or in connection with the Charge; and
 - (f) a copy of this resolution be endorsed on the Charge.

Certified a true copy of this Resolution:



Signature of Chairman of board meeting



Print Name of Chairman of board meeting

Signed as a Deed
by

Steven James Fennell

as Attorney of
HSBC INVOICE FINANCE (UK) LIMITED
in the presence of:

Attorney

Witness signature:

Jonathan James Fry

Name:

Occupation:

Invoice Finance Official

Witness Address:

Farncombe Road
Worthing, West Sussex
BN11 2BW