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

MR01 Particulars of a charge



	009007/3				
	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				
1	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 refer to our guidance at register a charge where there is no instrument Use form MR02				
	This form must be delivered to the Registrar for registration v 21 days beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is accommodified to time for delivery *R4MCAWJF* RCS 16/12/2015 #24				
	You must enclose a certified copy of the instrument with this form. scanned and placed on the public record Do not send the original COMPANIES HOUSE				
1	Company details				
Company number	0 6 4 5 6 9 8 7				
Company name in full	AGINCOURT 1415 LIMITED 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	0 8 0 6 2 0 1 5				
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	SENECA SECURED LENDING 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 **Brief description** Please give a short description of any land, ship, aircraft or intellectual property Please submit only a short description If there are a number of registered or required to be registered in the UK subject to a charge (which is plots of land, aircraft and/or ships, not a floating charge) or fixed security included in the instrument you should simply describe some of them in the text field and add a **Brief description NOT APPLICABLE** statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space 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 \square Yes No 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 **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 \square Yes No Trustee statement • • This statement may be filed after You may tick the box if the company named in Section 1 is acting as trustee of the registration of the charge (use the property or undertaking which is the subject of the charge form MR06) Signature Please sign the form here Signature Signature X This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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 The contact information you give will be visible to searchers of the public record
Contact name ALEX CHAPMAN
Company name BERMANS
Address
Past town
County/Region
Postcode
Country
DX 14116 LIVERPOOL 1
Telephone 0151 224 0500

✓ 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

General Form of Judgment or Order



In the High Court of Justice Queen's Bench Division Liverpool District Registry			
Claim Number	B30LV407		
Date	8 December 2015		

Seal

SENECA SECURED LENDING LTD	1 st Claimant Ref 116/MS SEN 10.6
THE REGISTRA OF COMPANIES	1 st Defendant Ref
AGINOURT 1415 LTD	2 nd Defendant Ref

Before District Judge Sykes sitting at Liverpool District Registry, Liverpool, Civil And Family Courts, 35 Vernon Street, Liverpool, L2 2BX.

IT IS ORDERED THAT

See attached approved order

Dated 2 December 2015

The Registra Of Companies Companies House Crown Way Cardiff CF24 3UZ

FRIDAY

11/12/2015 COMPANIES HOUSE #84



IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION LIVERPOOL DISTRICT REGISTRY

CLAIM NO.

IN THE MATTER OF AGINCOURT 1415 LIMITED (Company No. 06456987)

BETWEEN

SENECA SECURED LENDING LIMITED

Claimant

and

(1) THE REGISTRAR OF COMPANIES (2) AGINCOURT 1415 LIMTED

		Defendants
ORDER	-	

<u>UPON</u> the Court having read and considered the Claim Form of the Claimant and read the letter dated 6 August 2015 from the First Defendant confirming that there is no objection to the Claimant's Application and the Witness Statement of the Second Defendant confirming no objection to the Application:

IT IS ORDERED THAT:

(1) Pursuant to Section 859F of the Companies Act 2006 the charge granted by the Second Defendant to the Claimant pursuant to a Block Discounting Facility dated 8 June 2015 be registered by the Claimant out of time and the time for registration with the Registrar of Companies be within 21 days of this Order,

- (2) This Order is made without prejudice to the rights of any person acquired between the date of creation of the charge referred to at paragraph (1) above (being 8 June 2015) and the date of its actual registration,
- (3) There be no Order as to costs between the parties

Dated this 8 day of December 2015

- (2) This Order is made without prejudice to the rights of any person acquired between the date of creation of the charge referred to at paragraph (1) above (being 8 June 2015) and the date of its actual registration,
- (3) There be no Order as to costs between the parties

Dated this 8 day of December 2015



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6456987

Charge code: 0645 6987 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2015 and created by AGINCOURT 1415 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015.



Given at Companies House, Cardiff on 16th December 2015





We certify that this is a true copy of the original

BERMANS

Solicitors
Exchange Station
Tithebarn Street
Liverpool
L2 2QP

THIS AGREEMENT is made the 8 day of June 2015

BETWEEN

- (1) SENECA SECURED LENDING LIMITED (Company Number 08735467) whose registered office is at 12 The Parks, Haydock, WA12 0JQ ("we", "us"), and
- (2) Agincourt 1415 Ltd (Company Number6456987) whose registered office is at 182 Foster Hill Road Bedford MK41 7TB ("you")

IT IS AGREED as follows

1 INTERPRETATION

1 1 In this Agreement

"Agreement" means any Hire Purchase Agreement, Conditional Sale Agreement or Credit Sale Agreement (all as defined in the CCA) or any Credit Agreement or Hire Agreement entered into at any time between you and a Customer (referred to in the plural as "Agreements"),

"CCA" means the Consumer Credit Act 1974, as amended,

"Collection Value" means the total amount payable (but unpaid and excluding VAT) by a Customer under an Agreement,

"Credit Agreement" means an agreement whereby one person provides another with credit of any amount to finance the supply of goods and services or software and includes a negotiable instrument and for the purpose of this definition "credit" includes a cash loan and any other form of financial accommodation

"Customer" means the debtor or hirer under an Agreement,

"Encumbrance" includes any mortgage, charge, pledge, lien, retention of title, right of tracing or other encumbrance securing any obligation of any person.

"Event of Default" has the meaning set out in Clause 12.1 (referred to in the plural as "Events of Default"),

"Goods" means the goods which are the subject matter of any Agreement in relation to which a Purchased Receivable has arisen;

"Hire Agreement" means an agreement for the bailment or (in Scotland) the hiring of goods which is not a Hire Purchase Agreement,

"Letter" means a facility letter signed by us and you,

"Listing Schedule" means a Schedule in our standard form for the time being signed by you Listing the Agreements and any security relating thereto,

"Minimum Sum" means the sum calculated in accordance with the Letter and specified by us from time to time.

"Purchased Amount" means, in respect of any Receivable purchased or to be purchased pursuant hereto, (a) the total amount payable (but unpaid) by a Customer to you pursuant to the Agreement to which a Receivable relates at the time such a Receivable is purchased by us or (b) such other amount as may be agreed in writing by the parties hereto,

"Purchase Price" means, in relation to a Receivable, the sum to be paid with regards to the value of the Purchased Amount as specified and calculated in accordance with the Letter,

"Purchased Receivable" means any Receivable purchased by us under this agreement including, without limitation, any Receivable which replaces a Purchased Receivable pursuant to clause 7(referred to in the plural as "Purchased Receivables").

"Receivable" means (unless otherwise agreed in writing by you and us), at any given time, all of your right, title and interest in and to any Agreement, and all of your rights under any Security Agreement and all liens, reservations of title, right of tracing and other rights enabling you to enforce any such debts or claims and any rights or claims you may have against the supplier of the Goods to you (referred to in the plural as "Receivables"),

"Security Agreement" means any guarantee, indemnity or other security relating to the Customer's obligations under an Agreement, and

"Unassigned Debts" means any Receivable purported to have been purchased under this agreement which have for any reason not vested in us

- 1 2 If you are two or more persons you accept joint and several liability
- 1.3 Clause headings are for convenience only and shall not affect interpretation.
- 1.4 References to a statute are to such provision as amended or re-enacted from time to time

2 SALE AND PURCHASE OF RECEIVABLES

You may from time to time offer to sell and we may at our discretion purchase upon the terms and conditions of this agreement and a relevant Letter all or any Receivables whether now existing or coming into existence during this agreement.

3 PROCEDURE FOR OFFERS

- 3 1 You may offer to sell us Receivables by sending to us
 - a Listing Schedule (which shall include references to any guarantee or other security document relating to an Agreement),
 - (b) the originals of any Agreements and any guarantees or other security documents particularised in such Listing Schedule,
 - (c) a delivery note signed by the Customer under each Agreement acknowledging receipt of the relevant Goods or services, and
 - (d) unless we notify you otherwise from time to time, the originals of any invoices for any Goods together with such other document(s) or information as we may from time to time require
- 3.2 The delivery to us of a Listing Schedule shall constitute an offer to sell the relevant Receivables to us on the terms specified in the relevant Letter which shall be irrevocable for a period of 30 days from the date of delivery

4 ACCEPTANCE OF OFFERS

If we decide to accept an offer, we shall purchase the Receivables by paying to you the Purchase Price in such manner as we shall consider fit, whereupon the Receivables (but not the Goods) shall vest in us absolutely

5 COLLECTION FROM CUSTOMERS

5.1 We hereby appoint you as our sole agent and trustee for the collection of all sums due in respect of any Purchased Receivables

- You undertake, at your own expense, to diligently collect all sums due in respect of the Purchased Receivables and on receipt you shall pay them to us in accordance with the terms of this agreement and pending payment shall hold such sums (in a separate account) on trust for us
- 5 3 If we decide to terminate your collection agency after the occurrence of an Event of Default, you will not in any way interfere in the collection of sums due from Customers in respect of Purchased Receivables or collect or hold yourself out as entitled to receive any such sums

6 PAYMENT OF THE MINIMUM SUM

- 6 1 You shall inform us from time to time of the amounts received or recovered by you in respect of each Purchased Receivable
- 6.2 You shall pay to us in respect of each Purchased Receivable an amount equal to such instalment of the Minimum Sum and at such times as in each case we may specify, and irrespective of whether or not you have received an amount equal thereto from the Customer
- 6.3 We may, upon receipt of the Minimum Sum, offer to transfer to you without payment our right, title and interest in the Purchased Receivable

7 REPURCHASE, REPLACEMENT AND SALE OF PURCHASED RECEIVABLES

- 7 1 If it appears to us that we are likely to sustain loss or damage as a result of or arising from a purchase of a Receivable under this Agreement, we may by notice to you require
 - (a) you to repurchase the Purchased Receivable on such date as we shall specify at such price as we may reasonably determine whereupon you shall pay us such price and all our rights in such Purchased Receivable shall revest in you and any obligations we had in respect thereof shall thereafter cease, and
 - (b) require you to transfer to us without payment in replacement of the Purchased Receivables specified in such notice such further Receivables as we shall in our absolute discretion think fit as necessary to enable us to avoid such loss or damage
- 7 2 Any such sale of a Purchased Receivable by us under this clause 7 shall be without representation or warranty (express or implied), save that we shall have such title to the Purchased Receivable as we acquired from you

8 YOUR WARRANTIES

- 8 1 With each Listing Schedule offered you shall be deemed to warrant to us both at the time of your offer and at the time of our acceptance that
 - (a) In respect of each Agreement listed there has been compliance with all applicable statutes and regulations for the time being in force and any Goods the subject matter thereof comply in all respects with every applicable representation, warranty and condition both express and implied, and that in each case such compliance shall continue throughout the term of the relevant Agreement,
 - (b) each such Agreement, guarantee and security document is and shall remain in all respects valid, effective and fully enforceable and in relation to each Agreement, the Collection Value is payable by the relevant Customer on or before the date shown in the Listing Schedule,
 - (c) in respect of each such Agreement, the Customer has not in any way disputed liability nor has he or will he acquire any right of counterclaim or set-off,
 - (d) any deposit specified in an Agreement has been duly paid either in cash or by proper and lawful allowance by way of part-exchange and that all subsequent payments which have fallen due have been received,

- none of such Agreements has been submitted to any other person save as already disclosed in writing to us, or is otherwise or may become subject to any encumbrance,
- (f) any Goods are your absolute property free of any Encumbrance and have not been the subject of any previous transaction with the respective Customer,
- (g) you are unaware of any matter which, if disclosed, might affect our judgement as to the advisability of accepting your offer,
- (h) the details of the Customer, the Goods, and any other information set out in the Listing Schedule and any accompanying document are correct in every respect, and
- (i) you have power to enter into this agreement and to exercise and perform your obligations hereunder and all corporate or other action required to authorise execution of this agreement by you and performance of your obligations hereunder has been taken

9 YOUR UNDERTAKINGS

- 9.1 Throughout the term of any Agreement which is the subject of a Purchased Receivable you undertake to us that you will:
 - (a) hold all rights, remedies and interest in each Purchased Receivable on trust for us until a legal assignment of such Purchased Receivable is executed,
 - (b) keep proper and adequate accounts of all sums due from and paid by Customers, and allow us to inspect and audit such accounts on reasonable notice,
 - (c) provide us with such information relating to or connected with a Purchased Receivable as we may reasonably require,
 - (d) provide us with such information about your business and financial condition as we may reasonably require,
 - (e) provide us with such assistance as we may reasonably require in the enforcement of Purchased Receivables, including but not limited to the endorsement of cheques and the repossession of Goods when directed in writing.
 - (f) notify us immediately of any dispute relating to a Purchased Receivable or any material event affecting Purchased Receivables or Goods and/or the likely value thereof,
 - (g) collect and pay to the appropriate authority any tax or duty payable in respect of Purchased Receivables and/or Goods, and
 - (h) indemnify us against all claims, losses, damages and expenses (including, without limitation, any costs, charges, expenses, management or staff time) made against or incurred by us in connection with any claim, whether or not made by a Customer, in relation to any Goods or services to which any Purchased Receivable relates whether directly or indirectly, or to the quality of any such Goods or services, or to any failure by you to meet contract specifications under any Agreement to which any Purchased Receivable relates, or in connection with any failure by you strictly to comply with the CCA

10 YOUR PAYMENTS TO US

10.1 All payments to be made by you shall be made in sterling in immediately available cleared funds (free and clear of any deduction, set-off or counterclaim save as required by law) to us

- in such manner as we may direct by no later than 11 00 am on the due date for such payment
- 10.2 You shall reimburse us on demand for all costs and expenses (including legal costs) incurred in connection with the preservation and/or enforcement of any of our rights under this agreement or under any Purchased Receivable
- You shall pay all legal charges and duties paid or incurred by us on any assignment or reassignment of a Purchased Receivable
- 10.4 You shall pay interest on any sum overdue under this agreement at the rate of 4% over the base rate of (insert Bank details) from day to day until judgment or earlier payment.

11 UNDERTAKING TO EXECUTE DOCUMENTS

- You undertake to execute when requested an assignment(s) to us in such form as we may require of all or any of the Purchased Receivables and to execute and do such further documents and things as we may require effectively to vest full legal title to the Purchased Receivables (and, if we so require, to the Goods) in us and you irrevocably and by way of security appoint us and each of our Directors, Officers and Managers from time to time as your attorney in your name and on your behalf to execute any such assignment or any other document and also to collect enforce realise and give receipts and discharges for any Purchased Receivables
- 11.2 We shall not make any request nor exercise any power of attorney under the preceding subclause until after the occurrence of an Event of Default, provided that any exercise of the power of attorney shall in any event be valid against third parties

12 EVENTS OF DEFAULT

- 12.1 The following shall be Events of Default
 - (a) you fail to pay any sum due from you hereunder or under any other agreement with us on the due date, time being of the essence,
 - (b) you commit any other breach of this agreement and, if capable of remedy, the same is not remedied within fourteen days of our notifying you of such breach,
 - (c) any representation or warranty made by you in connection with this agreement proves to have been incorrect or misleading in any way,
 - (d) there is a change in your ownership or control which has not been approved previously by us in writing or a material adverse change in your financial position which we in our absolute discretion consider to be material,
 - (e) you cease or threaten to cease to carry on business,
 - (f) you fail to pay your debts as they become due,
 - (g) you are subject to commercial rent arrears recovery or have a warrant of control or other process levied on any of your assets,
 - (h) you make any arrangement or composition with your creditors,
 - (i) If you are an individual or partnership, you (or any of your partners, as appropriate) should die, or the partnership is dissolved or you are subject to a statutory demand, a petition or resolution for bankruptcy, administration or winding-up, or any steps are taken for the appointment of an administrator or receiver over you or any part of your assets, and
 - (j) any circumstances arise which give reasonable grounds in our opinion for the

belief that you may not perform your obligations under this agreement

12.2 If an Event of Default occurs

- (a) we may by written notice terminate your collection agency under Clause 5 2, and
- (b) we may by written notice require you to open and maintain with a bank approved by us an account designated in such manner as we might require, whereupon you shall
 - hold all sums received by you in respect of a Purchased Receivable on trust for us, and
 - (2) forthwith pay all such sums into such account, and
 - (3) not pay Into such account any monies other than those received from Customers in respect of Purchased Rights
- (c) we may, by written notice, require you to repurchase all or part of the outstanding Purchased Receivables at such price as may be reasonably determined by us and upon payment of such price all of our rights in such Receivables shall revest in you and our obligations in respect thereof shall cease

13 CHARGE

- 13.1 You hereby (and to the intent that the security so constituted shall be a continuing security in favour of us) charge with the payment and discharge of all sums due to us at any time under this agreement and with full title guarantee by way of first fixed charge all of your right, title and interest, present and future, in and to (i) the Unassigned Debts and (ii) the Goods
- As further continuing security for the payment and discharge of all sums due to us at any time under this agreement and with full title guarantee, you hereby charge in our favour, by way of first floating charge, all of your right, title and interest, present and future, in and to (i) the Unassigned Debts and (ii) the Goods not effectively charged by way of first fixed charge under clause 13.1 above
- The security so constituted shall be in addition to any other security we may at any time hold, and shall remain in full force and effect until discharged by us
- You shall whenever requested by us execute such further security as we may direct over the Unassigned Debts and/or the Goods or take any other steps as we may require for improving or perfecting the security hereby constituted
- 13.4 On the occurrence of any event which is or which may with the passage of time become an Event of Default we may either
 - (a) by notice in writing convert the floating charge hereby created into a fixed charge over the Unassigned Debts and/or the Goods, and your ability to deal in any manner with the Unassigned Debts and/or the Goods, shall thereby cease except to the extent otherwise agreed by us, or
 - (b) appoint one or more persons to be a receiver (which expression includes an administrative receiver and a receiver and manager) or receivers of the whole or any part of the Unassigned Debts and/or the Goods, and every receiver so appointed shall be deemed at all times and for all purposes to be your agent and you shall be solely responsible for his acts and defaults and for the payment of his remuneration
- 13.5 The foregoing power of appointment of a receiver shall be in addition to all our statutory and other powers under the Law of Property Act 1925 and the statutory powers of sale and of appointing a receiver shall be exercisable without the restrictions contained in sections 103 and 109 of that Act or otherwise and the foregoing power to appoint a receiver herein before

- or by statute conferred shall be and remain exercisable by us notwithstanding any prior appointment in respect of all or any part of the Unassigned Debts and/or the Goods
- 13.6 You shall not create or permit to subsist any charge or other encumbrance over the Unassigned Debts and/or the Goods without our prior written consent
- 13.7 The floating charge created by this Clause is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986

14 MISCELLANEOUS

- 14.1 If at any time we do not insist on our strict legal rights, we shall not be precluded from doing so on any other occasion
- 14.2 Any variation of this agreement shall only be effective if in writing and signed by our authorised representative
- 14.3 This agreement together with the relevant Letter contains all the terms agreed relating to its subject matter
- You shall from time to time, on demand, reimburse us on an indemnity basis for all costs and expenses (including legal fees) we suffer or incur in connection with the preservation and/or enforcement of our rights under this agreement or in relation to any Purchased Receivable
- 14.4 You may not assign any rights under this agreement without our prior written consent
- 14.5 We may assign any of our rights, liabilities or obligations under this agreement and it shall apply for the benefit of our successors and assigns
- All notices required under this agreement shall be in writing and sent by first class post or fax or hand delivered to the recipient at its registered office or (if not a company) its last known place of business, and shall be effective 2 days after posting or when sent if by fax or on delivery if hand delivered
- 14.7 This agreement shall be governed by English law and you submit to the jurisdiction of the English Courts

IN WITNESS whereof the parties have caused this agreement to be executed as a Deed the day and year first above written

EXECUTED as a De	eed by Seneca Secured Lending Limited -
Director	- Steelmas
Director/Secretary	n March
·	
EXECUTED as a De	ped by - Agincourt 1415 Ltd
Director	
Director/Secretary	/ / / MAY

To Seneca Secured Lending Limited 12 The Parks Haydock WA12 0JQ

Agincourt 1415 Limited

At a meeting of the Directors of the above Company held on the 1st day of May 2015

IT WAS RESOLVED

- 1 That the Company enter into the Block Discounting Agreement on or around the 1 May 2015 with Seneca Secured Lending Limited on the terms of the Offer Letter dated and the Master Agreement in the form attached hereto and that James Pitter be authorised to execute those documents on behalf of the Company
- 2 It was further resolved that those officials of the Company whose specimen signatures are provided below be authorised to sign any other documents or instructions relating to the said Block Discounting Agreement

We certify that the above is a true extract from the recorded Minutes of a Meeting of the Directors of the Company, at which meeting the quorum required by the Company's Articles of Association was present and that the specimen signatures below are correct

Dated this 1 day of May

Chairman

Secretary

Specimen Signatures

Name in full

JAMES PITTER

Specimen signature