

# MR01

## Particulars of a charge



784457113

**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](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 there is no  
instrument Use form MR08

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

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 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 scanned and placed on the public record

SATURDAY



\*A3FEDFC8\*

A38

30/08/2014

#182

COMPANIES HOUSE

### 1 Company details

Company number 0 7 8 2 3 0 1 5

Company name in full COACH1 LIMITED

For official use

→ **Filing 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 <sup>d</sup>2 <sup>d</sup>7 <sup>m</sup>0 <sup>m</sup>8 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>4

### 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 JOHN CHRISTOPHER SHIPLEY

Name IAN RAYMOND SHIPLEY

Name INVESTACC PENSION TRUSTEES LIMITED

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

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

### Particulars of a charge

## Trustee statement ①



**Signature**

Signature

X Smetany.

X

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

**MR01****Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Stephen Metcalf

Company name Smith Roddam Solicitors

Address Corner Chambers

Market Place

Post town Crook

County/Region County Durham

Postcode 

D	L	1	5	8	N	E
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Country

DX Crook DX 715828

Telephone 01388 762564

**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)**



**FILE COPY**

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

Company number. 7823015

Charge code: 0782 3015 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2014 and created by COACH1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2014.

DT

Given at Companies House, Cardiff on 4th September 2014



**Companies House**



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

THIS DEBENTURE is made the  
BETWEEN

27<sup>th</sup>

day of August 2014

Smith Roch  
27 8 14  
ORIGINAL PRODUCED & EXAMINED  
SMITH & CO  
CO. DURHAM

- (1) **COACH1 LIMITED** whose registered office is Jim Hughes Coaches, Wear Street, Low Southwick, Sunderland, SR5 2BH Company registration No 07823015 ('the Company') and
- (2) **THE COACH1 LIMITED PENSION SCHEME** acting by its Trustees **JOHN CHRISTOPHER SHIPLEY** of 26 The Croft, Greencroft, Stanley, County Durham, DH9 8NQ and **IAN RAYMOND SHIPLEY** of The Chase, Front Street, Dipton, County Durham, DH9 9JH and **INVESTACC PENSION TRUSTEES LIMITED** of Minerva House, Port Road Business Park, Carlisle, CA2 7AF ('the Lender')

**NOW THIS DEED WITNESSES** as follows

**1 Interpretation**

1.1 In this Debenture, unless the context otherwise requires

- 1.1.1 'Administrator' means an administrator appointed under the Insolvency Act 1986,
- 1.1.2 'Assets' means the assets charged by the Company to the Lender pursuant to clause 2 of this Debenture,
- 1.1.3 'Encumbrance' means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business,
- 1.1.4 'Insurances' means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof in relation to the Assets,
- 1.1.5 'Lender' includes persons deriving title under the Lender,
- 1.1.6 'Receiver' means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them,
- 1.1.7 'Secured Liabilities' means all money, liabilities and obligations now or in the future owed or incurred by the Company to the Lender of any kind pursuant to the loan agreement entered into between the Company and the Lender of an even date,

- 1 2 In this Debenture unless the context otherwise requires
- 1 2 1 the singular includes the plural and vice versa, and reference to any gender includes the other genders,
  - 1 2 2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality,
  - 1 2 3 words and phrases defined in the Companies Act 2006 have the same meanings in this Agreement but the word 'Company' includes any body corporate,
  - 1 2 4 references to 'clauses' are to clauses or sub-clauses of this Debenture, references to a 'Schedule' are to a schedule to this Debenture and references within a Schedule to 'paragraphs' are to paragraphs or sub-paragraphs of that Schedule,
  - 1 2 5 references to any rate of interest shall be construed as meaning that rate as from time to time in force, calculated from day to day, both before and after judgment,
  - 1 2 6 references to a base lending rate shall, if there is no such published or determinable rate at the appropriate time, be construed as meaning such reasonably equivalent rate as the Lender shall select,
  - 1 2 7 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced,
  - 1 2 8 headings are for reference purposes only and shall not affect the construction of anything in this Agreement

## **2 Company's obligations**

The Company covenants to pay or discharge the Secured Liabilities to the Lender on demand when due

## **3 Charges**

As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender by way of first fixed charges

2000 Plaxton Premier VNP 893 48 & WC Volvo B10M Euro 4

2000 Plaxton Premier YSV 815 48 & WC Volvo B10M Euro 4

1999 Plaxton Excalibur OPT940 49/53 Volvo B10M

1997 Plaxton Excalibur WSU 486 49/53 Volvo B10M

1995 Plaxton Excalibur M13 VWY 53 Volvo B10M

1994 Plaxton Excalibur Premier PIC 216657 Volvo B10M

1998 Plaxton Premier YKZ 9965 Volvo B10M 70  
2000 Mercedes Sprinter W2 RJC 16 Seater Minicoach

**4 Protection of Lender's rights**

- 4 1 The Company covenants not, without the prior written consent of the Lender, to
- 4 4 1 create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets, or
- 4 4 2 part with or dispose of any of the Assets charged by way of fixed charge or mortgage
- 4 2 The Company shall subject to the rights of any prior mortgagee deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds and documents of title relating to Assets
- 4 3 The Company shall, at its own expense, at any time when required by the Lender
- 4 3 1 execute and deliver to the Lender a legal assignment of any of the Assets referred as the Lender shall require, and give notice of any such assignment to any person when required by the Lender, and
- 4 3 2 execute and deliver all deeds and documents, and do and concur in all other acts and things which the Lender may deem necessary or desirable, to vest in the Lender the security intended to be created by this Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Lender or the Receiver by this Debenture, in each case, in such form as the Lender may require

**5 Covenants**

- 5 1 While this Debenture continues in force the Company shall
- 5 1 1 provide to the Lender all information and copies of all documents which the Lender may require relating to the financial affairs of the Company,
- 5 1 2 provide to the Lender not later than 60 days after the end of each financial year (or such other period as the Lender may at any time specify in writing), copies of an audited profit and loss account and balance sheet, with all the reports and notes required to be attached to them, in the form required by law to be sent to its members in respect of the Company,
- 5 1 3 maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by the Lender in writing from time to time,
- 5 1 4 pay all premiums and other moneys necessary to effect and keep up such insurances within one week of the same becoming due, on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment, comply at all



times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow any thing to occur or continue, which will or may in the sole opinion of the Lender cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it,

5 2 If the Company is in default under any of the covenants set out in clause 5 1 above (or any of its other obligations under this Debenture), the Lender may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay

5 3 The Lender shall be entitled to be paid the proceeds of any Insurance to which the Company is entitled in relation to the Assets (other than any indemnity against liability to a third party) and the Company hereby irrevocably instructs any insurer in respect of any such policy to pay such proceeds to the Lender and undertakes to the Lender to issue such further instructions to that effect as the Lender may require

5 4 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as the Lender in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities

## **6 Demand and enforcement**

6 1 This Debenture shall become enforceable

6 1 1 upon any demand being made by the Lender for payment of any of the Secured Liabilities,

6 1 2 upon any request being made by the Company to the Lender for the appointment of an Administrator or a Receiver or for the Lender to exercise any other power or right available to it,

6 1 3 upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company,

6 1 4 upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator, in relation to the Company, or

6 1 5 upon any moratorium coming into effect in respect of all or any of the company's debts, or the Company taking any step with a view to obtaining such a moratorium

6 2 Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be signed by any official of the Lender, and may be made or given at any place of business of the Company or at its registered office

6 2 1 by delivering it to any such place, or

6 2 2 by sending it by first class post to any such place (in which case it shall be deemed received at 10 00 am on the next business day after posting, and proof of posting shall be proof of delivery), or

6 2 3 by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt)

6 3 At any time after this Debenture has become enforceable the Lender may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925 The restrictions imposed by Section 103 of that Act shall not apply, and the Lender may delegate the exercise of its power of sale to any Receiver or other person

## 7 **Receivers and Administrators**

7 1 At any time after this Debenture has become enforceable, or if the Company so requests at any time, the Lender may (subject as provided below) appoint any person or persons to be a receiver or receivers ('the Receiver') of all or any part of the Assets hereby charged or to be an administrator or administrators of the Company An appointment over part only of the Assets shall not preclude the Lender from making any subsequent appointment over any other part of the Assets

7 2 The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director or employee on behalf of the Lender Where more than one person is acting at any time as Administrator, the Lender may in the same manner stipulate whether and to what extent they may act jointly or separately

7 3 The Lender may not appoint

7 3 1 a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986, and

7 3 2 an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act

7 4 The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6)) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets

7 5 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Lender, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and in applying that Schedule

7 5 1 the words 'he' and 'him' refer to the Receiver, and

7 5 2 references to the 'property of the company' are to the Assets over which the Receiver is appointed,

and, in particular, by way of addition to but without limiting such powers (and without prejudice to the Lender's powers), the Receiver shall have power to do the following things, namely

7 5 3 power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment), and

7 5 4 power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset

## **8 Power of attorney**

The Company hereby irrevocably and by way of security appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the Lender in its sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Assets or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Debenture

## **9 Payment of moneys**

9 1 Any moneys received by the Receiver or the Lender shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority

9 1 1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver,

9 1 2 in or towards satisfaction of the Secured Liabilities in such order as the Lender may at its discretion require, and

9 1 3 as to the surplus (if any) to the person or persons entitled thereto

## **10. Protection of third parties**

10 1 In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise and be exercisable immediately after the execution of this Debenture

10 2 No purchaser from or other person dealing with the Lender, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the pow-

ers which they have exercised has arisen or become exercisable, nor whether the Secured Liabilities remain outstanding, nor whether any event has happened to authorise the Receiver or the Lender to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

- 10 3 The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver

## **11 Protection of the Lender and the Receiver**

- 11 1 Neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture

- 11 2 Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Lender or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Lender or the Receiver enters into possession of any Asset it shall be entitled at any time it or he thinks fit to go out of such possession

- 11 3 The Company shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets. The provisions of this clause 11 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office

## **13 Miscellaneous provisions**

- 13 1 The rights powers and discretions given to the Lender in this Debenture

13 1 1 may be exercised as often as, and in such manner as, the Lender thinks fit,

13 1 2 are cumulative, and are not exclusive of any of its rights under the general law,

13 1 3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it

- 13 2 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect

13 2 1 the validity or enforceability of any other provision, in any jurisdiction, or

13 2 2 the validity or enforceability of that particular provision, in any other jurisdiction

- 13.3 All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets, including (without limitation) all moneys expended by the Lender under clause 5.2 above, all sums recoverable under clause 11.3 above, and of all proceedings for the enforcement of this Debenture or for obtaining payment of any moneys hereby secured, shall be recoverable from the Company on demand as debts
- 13.4 The Lender may from time to time seek from any other person having dealings with the Company such information about the Company and its affairs as the Lender may think fit and the Company hereby authorises and requests any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender may from time to time require. The Company shall at its own cost at any time if so requested by the Lender appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Company and report to the Lender, and authorises the Lender itself at any time to make such appointment on behalf of the Company or on its own account as it shall think fit, and in every such case the fees and expenses of such accountant or firm shall be payable by the Company on demand and may be paid by the Lender on behalf of the Company
- 13.5 The Lender may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee
- 13.6 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it

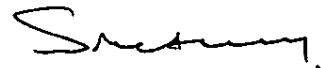
**EXECUTED AND DELIVERED AS A DEED** by the Company, and executed by the Lender, on the date which first appears in the Deed

Executed as a Deed by

**Coach1 Limited**

Acting by John Christopher Shipley

In the Presence of -



STEPHEN MCEANEY

Solicitor

South Wales

Comer chambers  
market place

Cardiff  
CF10 1AT



Signed as a Deed by

**John Christopher Shipley**

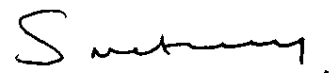

In the Presence of -



Signed as a Deed by

**Ian Raymond Shipley**

In the Presence of -



Executed on behalf of **InvestAcc Pension Trustees Ltd**

Director

Full Name



Director / Secretary

Full Name

  
JULIA BARNES