

MR01

Particulars of a charge

000075/13



Companies House

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

☒ **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

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

THURSDAY



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04/06/2015

#79

COMPANIES HOUSE

1 Company details

Company number 0 8 7 5 2 9 8 6

Company name in full Payment Assist Ltd

2

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 2 1 0 5 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 Conister Bank 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

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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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature  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 **Kevin Farrington**

Company name **Conister Bank Limited**

Address **Clarendon House, Victoria Street**

Post town **Douglas**

County/Region **Isle of Man**

Postcode **I M 1 2 L N**

Country

DX

Telephone **01624 694977**

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8752986

Charge code: 0875 2986 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2015 and created by PAYMENT ASSIST LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2015.

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Given at Companies House, Cardiff on 11th June 2015



Companies House



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

CONISTER BANK LIMITED

I CERTIFY THAT THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT PRESENTED BEFORE ME

CERTIFIER'S NAME (CAPS) LESLIE CROSSLEY

POSITION COMPANY SECRETARY

DATE 21/5/15

CERTIFIER'S SIGNATURE L. A. Crossley

THIS CHARGE is made the 21 Day of May 2015

BETWEEN

- (1) Conister Bank Limited whose registered office is at Clarendon House, Victoria Road, Douglas, Isle of Man IM1 2LN (**Bank**), and
- (2) Payment Assist Limited whose registered office is at Unit 5A, Digby Drive, Melfon Mowbray, Leicestershire, LE13 0RQ (**Seller**)

RECITALS

- (A) Whereas the parties to this Deed have entered into a Block Discounting Agreement dated [21] April 2015 (**Block Discounting Agreement**)
- (B) In consideration of the Bank from time to time agreeing to purchase from the Chargor all or any of the Receivables offered to it by the Chargor from time to time upon the terms and subject to the conditions of the Block Discounting Agreement the parties agree to the terms set out in this Deed

1 DEFINITIONS

- 1.1 Capitalised words and expressions used in this Deed shall unless the context otherwise requires bear the same meanings ascribed to them in the Block Discounting Agreement

2 CHARGE

- 2.1 The Chargor with full title guarantee (as defined in the Law of Property (Miscellaneous Provisions) Act 1994) hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Bank) charges by way of first fixed charge for the payment and discharge of the Secured Liabilities all its right, title and interest, present and future, in and to the Unassigned Debts and the Equipment
- 2.2 As further continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby charges with full title guarantee in favour of the Bank by way of first floating charge all right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Equipment not effectively charged by way of first fixed charge pursuant to the provisions of clause 2.1
- 2.3 The security constituted by this agreement shall be in addition to any other security the Bank may at any time hold for any of the Secured Liabilities and shall remain in full force and effect until discharged by the Bank
- 2.4 The Chargor shall whenever requested by the Bank execute such further security as the Bank may direct over the Unassigned Debts and/or the Equipment or take any other steps as the Bank may require for improving or perfecting the security hereby constituted
- 2.5 On the occurrence of any event which is or which may with the passage of time become one of those events mentioned in clause 11 of the Block Discounting Agreement the Bank may
 - (a) by notice in writing to the Chargor convert the floating charge hereby created into a fixed charge over the Unassigned Debts and/or the Equipment, and the Chargor's ability to deal in any manner with the Unassigned Debts and/or the Equipment, shall thereby cease except to the extent otherwise agreed by the Bank, and/or

- (b) appoint one or more persons to be a receiver (which expression includes an administrator, administrative receiver and a receiver and manager) or receivers of the whole of any part of the Unassigned Debts and/or the Equipment, and every receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration

2 6 The foregoing power of appointment of a receiver shall be in addition to all statutory and other powers of the Bank 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 hereinbefore or by statute conferred shall be and remain exercisable by the Bank notwithstanding any prior appointment in respect of all or any part of the Unassigned Debts and/or the Equipment

2 7 On the occurrence of any event mentioned within clause 11 of the Block Discounting Agreement the charge created by clause 2 2 shall automatically, without notice, be converted into a fixed charge and thereafter the provisions of clauses 2 5 and 2 6 shall apply

2 8 The Chargor shall not create or permit to subsist any charge or other encumbrance over the Unassigned Debts and/or the Equipment without the prior written consent of the Bank

2 9 Section 93 of the Law of Property Act 1925 (relating to the consolidation of mortgages) shall not apply to this agreement

2 10 This agreement contains a qualifying floating charge, and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 2 2

3 MISCELLANEOUS

3 1 This Deed shall be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed

Executed as a deed by
Conister Bank Limited
acting by a director in the presence of



Signature of witness

Name **KEVIN BARRINGTON**

Address **CONISTER BANK LTD**

**CONISTER HOUSE, VICTORIA ST
DUNELM 15 LB of man**

)
)
) Director
)
)
) Director



Executed as a deed by
Payment Assist Limited
acting by a director in the presence of



Signature of witness

Name **MICHAEL JEFFERY**

Address **48 MAIN STREET**

QUENIBOROUGH, LEICESTER, LE7 3DA

)
)
) Director
)
)
) Director

