

MR01

Particulars of a charge

Laserform

567832/£13

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

MONDAY



1 Company details

Company number 0 8 8 0 2 5 3 7 ✓

Company name in full The Bristol, Gloucestershire, Somerset and Wiltshire Community
Rehabilitation Company Limited ✓

012501

For official use

→ **Filling 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 03 00 09 20 15 ✓

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 The Royal Bank of Scotland plc ✓

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ 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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

☒ Please sign the form here

Signature

Signature FOR AND ON BEHALF OF BURNES
X PAULL LLP X

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 Matthew Pollock

Company name Burness Paul LLP

Address 50 Lothian Road

Festival Square

Post town Edinburgh

County/Region

Postcode E H 3 9 W J

Country United Kingdom

DX

Telephone 0131 473 6065



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: 8802537

Charge code: 0880 2537 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2015 and created by THE BRISTOL, GLOUCESTERSHIRE, SOMERSET AND WILTSHIRE COMMUNITY REHABILITATION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2015

②

Given at Companies House, Cardiff on 8th October 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified a true copy

Edinburgh 05 October 2015

for and on behalf of Burness Pauli LLP

Assignment of Receivables

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner The Bristol, Gloucestershire, Somerset and Wiltshire Community Rehabilitation Company Limited (Registered No 08802537)

Bank: The Royal Bank of Scotland plc

Assigned

Property. means all of the Owner's right, title and interest in and the full benefit of amounts receivable or accruing to the Owner under each of the Contracts including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach of any Contract by any party other than the Owner,

Contracts: means the contracts described in Schedule 1 as from time to time amended, varied or supplemented,

Debtor. The Secretary of State for Justice

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Assigned Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee assigns to the Bank all rights to the Assigned Property

3. Restrictions

The Owner will not, without the Bank's consent

- 3.1 permit or create any mortgage, charge or lien on the Assigned Property, or
- 3.2 dispose of or assign the Assigned Property, or
- 3.3 amend or waive any of its rights under any of the Contracts or release any other party to any of the Contracts from any of its obligations or waive any breach by such other party to any of the Contracts from any of its obligations or waive any breach by such other party of, or agree to accept any termination of such other party's obligations under any of the Contracts

4. Confirmations

The Owner confirms to the Bank that

- 4.1 the Owner has not assigned or charged the Assigned Property
- 4.2 the Debtor has no rights of set off or other rights which would prevent payment of the Assigned Property

5. Representations and Warranties of the Owner

The Owner hereby represents and warrants to the Bank that

5 1 it has power to enter into and perform its obligations under each of the Contracts and that the Contracts executed by the relevant parties thereto constitute legal, valid and binding obligations of the Owner enforceable in accordance with their terms and have been no amendments thereto or defaults thereunder,

5 2 it has not assigned or agreed to assign any of its present or future rights, title and interest in and to all or any of the Contracts other than pursuant to this Assignment,

5 3 the Owner has no knowledge of any fact which would or might prejudice or affect the validity or any right, power or ability of the Bank to collect the receivables in respect of the Contracts

6 Powers of the Bank

6 1 The Bank may collect and apply the receivables in respect of the Assigned Property to reduce the Owner's Obligations

6 2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time

6 3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals

6 4 The foregoing powers in this clause 6 may only be exercised by the Bank following an Event of Default which is continuing

7 Notice of Assignment

The Owner undertakes and agrees that it will execute and deliver to each other party to each of the Contracts notice of this Assignment substantially in the form specified in Schedule 2 and will make all reasonable endeavours that such other party delivers to the Bank forthwith a copy thereof which the acknowledgment thereon substantially in the form specified in Schedule 3 in respect of all the Contracts

8 Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

9. Application of Payments

9 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

9 2 If the Bank receives notice of any charge or other interest affecting the Debt, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

10 Preservation of other Security and Rights and Further Assurance

10 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

10 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

11 Consents, Notices and Demands

- 11.1 All consents, notices and demands must be in writing
- 11.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank
- 11.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday
- 11.4 A notice from the Owner to the Bank will be effective on receipt

12. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

13 Possession and Exercise of Powers

- 13.1 The Bank may only exercise its powers under this deed following an Event of Default which is continuing
- 13.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made
- 13.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

14 Law

- 14.1 English law applies to this deed and the English courts have exclusive jurisdiction
- 14.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

) _____
) Director
)
)
) _____
) Director/Secretary

Elaine
ELAINE CAROLINE Beck

BSLW LLC, QUEENSWAY HGE, THE
LAND PA WESTON TIESES
SUPERMARE
BS22 7GB

Date

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SCHEDULE 1

CONTRACTS

The amended and restated services agreement between the Secretary of State for Justice and The Bristol, Gloucestershire, Somerset and Wiltshire Community Rehabilitation Company Limited dated 18 December 2014

SCHEDULE 2
FORM OF NOTICE OF ASSIGNMENT

To []

Date []

Dear Sirs,

- 1 We hereby give you notice that we have assigned to The Royal Bank of Scotland Plc (the "Bank") pursuant to an assignment entered into by us in favour of the Bank dated [] all our right, title and interest in and to all moneys payable by you to us under [*details of contract*] (the "Contract")
- 2 We shall continue to be solely responsible for the performance of our obligations under or in connection with the Contract
- 3 With effect from the date of your receipt of this notice
 - (a) all payments by you to us under or arising from the Contract (the "Payments") shall continue to be paid to us, or following this notice at the direction of the Bank, as it may specify in writing from time to time,
 - (b) all remedies provided for in the Contract or available at law or in equity in respect of the Payments shall be exercisable by, or at the direction of, the Bank, and
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Payments shall belong to the Bank
- 4 You are authorised and instructed, without requiring further approval from us, to provide the Bank with such information relating to the Contract as it may from time to time request and to send copies of all notices issued by you under the Contract to the Bank as well as to us
- 5 These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated, without prior written consent of the Bank
- 6 Please acknowledge receipt of this notice by signing the acknowledgment on the enclosed copy letter and returning it to the Bank at [] marked for the attention of []
- 7 This notice is governed by English law

Yours faithfully,

For and on behalf of
[ASSIGNOR]

SCHEDULE 3
FORM OF ACKNOWLEDGEMENT

To The Royal Bank of Scotland Plc

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Payments and that we will comply with the terms of the notice from []

We further confirm that

- (a) we have not claimed or exercised and have no outstanding right to claim or exercise any right of set-off, counterclaim or other right relating to the Payments, and
- (b) no amendment, waiver or release of any rights, interests and benefits in and to the Payments shall be effective without your prior written consent

We acknowledge receipt of instructions from you in connection with the assignment of the Contact and confirm that we shall act in accordance with them until we receive written notification from you to the contrary

For and on behalf of []

By

Dated