

MR01

Particulars of a charge



Companies House

000078/£23



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **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 the
instrument. Use form MR01.

For further information, please
refer to our guidance at:



A7BFY5YC
A15 01/08/2018 #149
COMPANIES HOUSE

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.**

1 Company details

Company number ☒ 1 1 1 4 9 0 8 9
Company name in full ☒ Site Services Construction Limited

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 ☒ 2 5 / 0 7 / 2 0 1 8

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 ☒ Site Services Guide 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.

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.

Brief description

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

X



X

This form must be signed by a person with an interest in the 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 **Mr Gardner-Boyes**

Company name **KBL Solicitors LLP**

Address **12 Cunningham Court**

Post town **Blackburn**

County/Region **Lancashire**

Postcode **B B 1 2 Q x**

Country

DX

Telephone **01254 268790**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11149089

Charge code: 1114 9089 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2018 and created by SITE SERVICES CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2018.

②

Given at Companies House, Cardiff on 9th August 2018

DATED 25 July **2018**

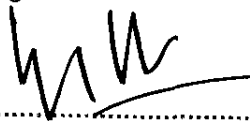
SITE SERVICES CONSTRUCTION LIMITED (1)

and

SITE SERVICES (GUIDE) LIMITED (2)

DEBENTURE

I Certify that the foregoing is a true copy
of the original document.



Date 26.7.18

KBL SOLICITORS LLP
BOLTON

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THIS DEBENTURE is made on

25 July

2018

BETWEEN:

- (1) **SITE SERVICES CONSTRUCTION LIMITED** (CRN: 11149089) whose registered office is at Mentor House, Ainsworth Street, Blackburn BB1 6AY (the "**Charging Company**"); and
- (2) **SITE SERVICES GUIDE LIMITED** (CRN: 10179344) whose registered office is at Mentor House, Ainsworth Street, Blackburn BB1 6AY ("the **Chargeholder**").

WHEREAS:

- (A) The Chargeholder has on the date of this Deed advanced funds to the Charging Company by way of loan ("the Loan") and has further agreed to provide the Charging Company with loan facilities on a secured basis.
- (B) As security for repayment of the Loan and as security for providing loan facilities the Charging Company has agreed to execute this Debenture in favour of the Chargeholder.

NOW THIS DEED WITNESSETH as follows:

Definitions and Interpretation

1.1 In this Debenture, the following expressions shall have the following meanings:-

"Expenses" means all expenses (on a full indemnity basis) incurred by the Chargeholder or any Receiver at any time in connection with the Property or the Secured Obligations or in taking or perfecting this Debenture or in preserving defending or enforcing the security created by this Debenture or in exercising any power under this Debenture or otherwise with Interest from the date they are incurred;

"Property" means the whole and any part of the undertaking property and assets of the Charging Company charged by Clause 2;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Chargeholder under or by virtue of this Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Required Currency" means the currency or currencies in which the Secured Obligations are expressed from time to time; and

"Secured Obligations" means all present and future monies, indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Chargeholder by the Charging Company whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Charging Company was an original party to the relevant transaction and in whatever name or type, together with the all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

"Security Period" means the period starting on the date of this Deed and ending on the date on which the Chargeholder is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding

- 1.2 The expressions "Charging Company" and "Chargeholder" where the context admits includes their respective successors in title and assigns.
- 1.3 References to the "Property" include any part of it.
- 1.4 References to freehold and leasehold property include all covenants and rights affecting or concerning the same.
- 1.5 Each of the provisions of this Debenture shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.
- 1.6 A reference to a Clause, sub-clause, or Schedule shall mean and refer to a Clause, sub-Clause, or Schedule of this Debenture.

Charge

- 2 The Charging Company covenants to discharge the Secured Obligations as a continuing security for such discharge and with full title guarantee charges to the Chargeholder as a first-ranking charge:

- (a) by way of fixed charge all estate or interests in any freehold and leasehold property now and in the future vested in or charged to the Charging Company;
- (b) by way of fixed charge all the plant machinery and fixtures and fittings of the Charging Company present and future;
- (c) by way of fixed charge all furniture equipment tools and other chattels of the Charging Company present and future not regularly disposed of in the ordinary course of business;
- (d) by way of a fixed charge all the goodwill and uncalled capital of the Charging Company present and future;
- (e) by way of fixed charge all stocks shares and other securities of the Charging Company present and future;
- (f) by way of fixed charge all intellectual property rights choses in action and claims of the Charging Company present and future and the proceeds of any insurance from time to time affecting the Property;
- (g) by way of fixed charge all book debts and other debts of the Charging Company present and future and the proceeds of payment or realisation of each of them;
- (h) by way of fixed charge all funds standing to the credit of the Charging Company from time to time on any account with any bank or other financial institution or organisation; and
- (i) by way of floating charge, all the undertaking and all property assets and rights of the Charging Company present and future not subject to a fixed charge under this Debenture.

Restrictions/Covenant to Pay

- 3** The Charging Company covenants that it will not without the previous written consent of the Chargeholder:
 - (a) create or permit to arise any mortgage charge or lien on the Property;

- (b) dispose of the Property charged by Clauses 2.1(a) – (i) inclusive;
- (c) deal with its book debts and other debts otherwise than by collecting them in the ordinary course of its business;
- (d) dispose of the Property charged by Clause 2.1(i) other than in the ordinary course of business; and
- (e) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

3.1 The Charging Company shall, on demand, pay to the Chargeholder and discharge the Secured Obligations when they become due.

Insurance

- 4** The Charging Company will keep comprehensively insured to the Chargeholders' reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement costs and in default the Chargeholder may enter and effect such insurance (without becoming liable to account as mortgagee in possession).

The Charging Company will hold in trust for the Chargeholder all money received under any insurance of the Property and at the Chargeholder' option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Obligations.

Deeds securities and debts

- 5** The Charging Company will from time to time deposit with the Chargeholder all insurance policies (or where the Chargeholder agrees copies of them) deeds and documents of title relating to the Property.

Repair and alteration

- 6** The Charging Company will keep the Property charged by Clauses 2.1(a)-(i) inclusive in good condition.

The Charging Company will not without the prior written consent of the Chargeholder make any alteration to the Property charged by Clause 2.1 which would require planning permission or approval under any building regulations.

Notice of crystallisation

- 7** The Chargeholder may at any time after an Event of Default (meaning a failure on the part of the Charging Company to pay to the Chargeholder and discharge the Secured Obligations when demanded) by written notice to the Charging Company immediately convert the floating charge into a fixed charge as regards any of the Property specified in the notice.

Powers of the Chargeholder

- 8** The Chargeholder may without restriction grant or accept surrenders of leases of the Charging Company's freehold and leasehold property or any part of it.
- 8.1** Section 103 of the Law of Property Act 1925 shall not apply and the Chargeholder may exercise his power of sale and other powers under that or any other Act or this Debenture at any time after the date of this Debenture.
- 8.2** The Chargeholder may appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Charging Company and the Charging Company shall be solely responsible for the Receiver's acts defaults and remuneration.
- 8.3** All or any of the powers conferred on a Receiver by Clause 9 may be exercised by the Chargeholder without first appointing a Receiver or notwithstanding any appointment.
- 8.4** The Chargeholder will not be liable to account to the Charging Company as mortgagee in possession for any money not actually received by the Chargeholder.
- 8.5** Section 93(1) of the Law of Property Act 1925 shall not apply to this Debenture.

Receivers

- 9** Any Receiver appointed by the Chargeholder shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:
- (a) to take possession of and generally manage the Property and any business of the Charging Company;

- (b) to carry out on any freehold or leasehold property of the Charging Company any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
- (c) to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- (d) to sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Charging Company;
- (f) to take continue or defend any proceedings and enter into any arrangement or compromise;
- (g) to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- (h) to call up any uncalled capital of the Charging Company with all the powers conferred by the articles of association of the Charging Company in relation to calls;
- (i) to employ advisers consultants managers agents workmen and others;
- (j) to purchase or acquire materials tools equipment goods or supplies;
- (k) to borrow any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of any of his powers; and
- (l) to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.

9.2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

Power of attorney

- 10** The Charging Company irrevocably appoints the Chargeholder and any Receiver severally to be the attorney of the Charging Company (with full power of substitution and delegation) in the Charging Company's name and on its behalf and as the Charging Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Chargeholder or any Receiver pursuant to this Debenture or the exercise of any of their powers

Appropriation

- 11** Subject to Clause 11.1 the Chargeholder may appropriate all payments received for the account of the Charging Company in reduction of any part of the Secured Obligations as the Chargeholder decide.
- 11.1** The Chargeholder may open a new account or accounts upon the Chargeholder receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Chargeholder open any such account no payment received by the Chargeholder after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Obligations outstanding at the time of receiving such notice.

Arrangement with the charging company and others

- 12** The Chargeholder may without the consent or notice to the Charging Company and without releasing or reducing the liability to the Chargeholder of the Charging Company under this Debenture:
- (a) allow to the Charging Company or any other person any time or indulgence;
 - (b) grant to the Charging Company or any other person any new or increased facility and increase any rate of interest or charge;
 - (c) enter into renew vary or end any agreement or arrangement with or liability of the Charging Company or any other person;

- (d) renew vary refrain from enforcing or release any present or future security or guarantee which the Chargeholder hold from the Charging Company or any other person; and
- (e) compound with the Charging Company or any other person.

Preservation of the Chargeholder's claims

- 13** Until all claims of the Chargeholder in respect of the Secured Obligations have been discharged in full:
- (a) the Charging Company shall not be entitled to participate in any security held by the Chargeholder or money received by the Chargeholder in respect of the Secured Obligations;
 - (b) the Charging Company shall not in competition with or in priority to the Chargeholder make any claim against the Charging Company nor make any claim in the insolvency of the Charging Company nor take or enforce any security from or against the Charging Company; and
 - (c) any payment received by the Charging Company in breach of Clause 13.1(b) and any security taken by the Charging Company shall be held in trust for the Chargeholder as security for the Charging Company's liability to the Chargeholder under this Debenture.

Preservation of other security and rights and further assurance

- 14** This Debenture is in addition to any other guarantee or security present or future held by the Chargeholder for the Secured Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Chargeholder.
- 14.1** This Debenture shall not be released or affected by any failure of the Chargeholder to take any security or by any other guarantee or security held by the Chargeholder or any intended guarantee or security in respect of the Secured Obligations being void or unenforceable or not completed or perfected.
- 14.2** The Charging Company shall remain liable under this Debenture notwithstanding any settlement between the Chargeholder and any third party or any release given by the Chargeholder to the Charging Company or any third party until any security given or payment made to the Chargeholder by the Charging Company or any third party

cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Chargeholder shall be entitled to retain any security held by him for the liability of the Charging Company until he is satisfied that he will not have to make any repayment under such law.

14.3 This Debenture will remain the property of the Chargeholder after any release or settlement of the liability of the Charging Company to the Chargeholder.

14.4 The Charging Company will at its own cost at the Chargeholder's request execute any deed or document and take any action required by the Chargeholder to perfect this security or further to secure on the Property the Secured Obligations.

Memorandum and Articles of Association

15 The Charging Company certifies that this Debenture does not contravene its memorandum and articles of association.

Notices

16 Any notice or demand by the Chargeholder may be served personally on any director or the secretary of the Charging Company or may be sent by post or fax or delivered to the Charging Company at its address last known of the Chargeholder.

16.1 A notice or demand by the Chargeholder by post shall be deemed served on the day after posting.

16.2 A notice or demand by the Chargeholder by fax shall be deemed served at the time of sending.

Counterparts

17 This Debenture may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument.

Governing law

18 This Debenture shall be governed by and construed in accordance with English law.

IN WITNESS whereof the Charging Company has duly executed this Debenture the day and the year first before written.

EXECUTED as a DEED by)
SITE SERVICES CONSTRUCTION LIMITED)

acting by one Director:

P. White

Director

in the presence of:

Signature of witness:

Name of witness:

Address:

Occupation:

Katie Stubbs

~~Katie Stubbs~~

Katie Stubbs

Lower Woodside Farm, Burnley Road, Altham
BB5 5UF

Personal Assistant

EXECUTED as a DEED by)
SITE SERVICES GUIDE LIMITED)

in the presence of:

Signature of witness:

Name of witness:

Address:

Occupation:

Katie Stubbs

~~Katie Stubbs~~

Katie Stubbs

Lower Woodside Farm, Burnley Road, Altham
BB5 5UF

personal Assistant

Director

S. White