

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



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 with
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 accompan
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.

MONDAY



J52QS9RT

JNI

14/03/2016

#120

COMPANIES HOUSE

1

Company details

Company number N 1 0 2 8 9 7 4

Company name in full Williams Industrial Services Limited ("the Company")



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 d 2 4 m 0 2 y 2 0 1 6

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 AIB GROUP (UK) 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.

15 MAR 2016

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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

Charge Over Deposit

By way of first fixed charge in favour of AIB Group (UK) Plc ("the Bank") as continuing security for the repayment on demand on the indebtedness ALL THAT sums deposited or to be deposited by the Company in the Account(s) and any other sum or sums which are from time to time deposited by the Company in the Account(s) (in any currency) whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account(s) together with all interest accruing from time to time in relation to the Deposit(s).

NB: Until repayment of the indebtedness has been made in full the Company shall not be entitled to withdraw the whole or any part of the Deposit(s) without the prior written consent of the Bank.

The Company hereby covenants with the Bank that during the continuance of this Security the Company will not create or purport to create or permit to subsist any mortgage, charge, lien or encumbrance on or over the Deposit(s) or any part thereof or interest therein without the prior consent in writing of the Bank. (See attached document)

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**

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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**

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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).

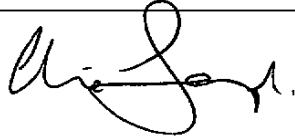
9

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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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 **SARA WILSON**

Company name **FIRST TRUST BANK**

LEGAL DEPARTMENT

Address **92 ANN STREET**

Post town **BELFAST**

County/Region

Postcode **B T 1 3 A Y**

Country **NORTHERN IRELAND**

DX

Telephone **02890479310**



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: NI28974

Charge code: NI02 8974 0010

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 24th February 2016 and created by WILLIAMS INDUSTRIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2016.

Given at Companies House, Belfast on 15th March 2016



Companies House



I hereby certify that this is a true
And fair copy of the original


Solicitor

Dated

1st March 2016

CHARGE OVER DEPOSITS (By Company)

To: AIB Group (UK) p.l.c ("the Bank")

1. Definitions and Interpretations

1.1 In this Charge the expressions set out below shall, unless the context otherwise requires, bear the following meanings:

"Account(s)" means any deposit account(s) of the Mortgagor held with the Bank at any of its branches as well as any deposit account(s) of the Mortgagor held with an associated company of the Bank including (but not limited to) Allied Irish Banks plc;

"Deposit(s)" means any sums deposited or to be deposited by the Mortgagor in the Account(s) and any other sum or sums which are from time to time deposited by the Mortgagor in the Account(s) (in any currency) whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account(s) together with all interest accruing from time to time in relation to the Deposit(s);

"Indebtedness" means all moneys and liabilities present or future, actual and/or contingent of the Mortgagor to the Bank whether on account of moneys advanced, bills of exchange, promissory notes, guarantees, indemnities, interest, commission or banking charges and whether incurred solely, severally and/or jointly and whether as principal or surety and all legal and other costs, charges and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith and/or herewith (such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Security and the recovery of the liabilities secured by it); and

"Mortgagor" means Williams Industrial Services Ltd
whose registered office is at Unit 5, HydePark Commercial Centre, Mallusk, Co
Antrim BT36 4PY

1.2 In this Charge (unless otherwise provided):

- (a) references to Clauses are to be construed as references to the Clauses of this Charge;
- (b) references to this Charge (or to any specified provisions of this Charge) or any other document shall be construed as references to this Charge, that provision or that document as amended, varied, novated or supplemented from time to time;
- (c) headings are for ease of reference only;
- (d) words importing the singular shall include the plural and vice versa;
- (e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to

an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof; and

- (f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Charging Clause

In consideration of the Bank giving time credit banking facilities or other accommodation to the Mortgagor the Mortgagor as beneficial owner hereby charges the Deposit(s) by way of first fixed charge in favour of the Bank as a continuing security for the repayment on demand of the Indebtedness.

3. Withdrawals

Until repayment of the indebtedness has been made in full the Mortgagor shall not be entitled to withdraw the whole or any part of the Deposit(s) without the prior written consent of the Bank.

4. Representations Warranties and Covenants

- 4.1 The Mortgagor represents and warrants to the Bank that the Mortgagor is the sole and beneficial owner of the Deposit(s) and that the Deposit(s) is/are free and clear of all charges liens and encumbrances of whatever nature and that the Mortgagor's obligations hereunder are valid and binding on the Mortgagor in accordance with the terms hereof.
- 4.2 The Mortgagor hereby covenants with the Bank that during the continuance of this Security the Mortgagor will not create or purport to create or permit to subsist any mortgage, charge, lien or encumbrance on or over the Deposit(s) or any part thereof or interest therein without the prior consent in writing of the Bank.

5. Further Assurance

The Mortgagor shall (at the cost of the Mortgagor) at any time if and when required by the Bank execute such further legal or other charges or assignments in favour of the Bank as the Bank shall from time to time require over all or any part of the Deposit(s) and all rights relating thereto both present and future.

6. Margin

The Mortgagor undertakes to maintain, in respect of the Deposit(s), such margin of security in relation to the Indebtedness as may from time to time be required by the Bank by the deposit immediately on demand of additional sums which additional sums shall form part of the Deposit(s) for the purpose of this Charge and shall be held by the Bank on and subject to the terms of this Charge.

7. Set-Off and Appropriation

The Bank is hereby irrevocably authorised, without prior notice to the Mortgagor, at any time or times without restriction:

- (a) to appropriate the whole or any part or parts of the Deposit(s) and to set off the same against all or any part of the Indebtedness owing to the Bank; and

- (b) for the purposes of any such appropriation and set-off to convert the whole or any part or parts of the Deposit(s), (at the cost of the Mortgagor) into any currency other than that in which the Deposit(s) or any part of it or them is/are then held by the Bank.

8. Enforcement

- 8.1 Sections 17 and 20 of the Conveyancing and Law of Property Act 1881 shall not apply to this security. The principal moneys secured by this Charge shall become payable immediately and without prejudice to the rights of set-off and appropriation under Clause 7, this Charge shall become enforceable immediately and the powers conferred by Section 19 of the said Act, as varied or extended by this Charge shall be exercisable immediately at any time after a notice by the Bank demanding payment of the Indebtedness or any part of it shall have been served by the Bank on the Mortgagor.
- 8.2 Without prejudice to the rights of set-off and appropriation under Clause 7 at any time after this Charge shall have become enforceable the Bank shall be entitled to take such action in relation to the Deposit(s) as it in its absolute discretion thinks fit to bring about repayment of the Indebtedness or any part of it including in particular but without limitation the transfer of the Deposit(s) or any part of it or them to such account or accounts with the Bank or any other person as the Bank thinks fit.

9. Powers of the Bank

- 9.1 Without prejudice to Clause 4.2, if the Bank receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Deposit(s) or any part thereof or interest therein the Bank as agent for the Mortgagor may open a new account or accounts for the Mortgagor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received notice.
- 9.2 The Mortgagor hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any officer of the Bank to be its attorney with full power of substitution for the Mortgagor and in its name and on its behalf and as the act and deed of the Mortgagor or otherwise to execute and complete in favour of the Bank and/or its nominees any documents which the Bank may require for perfecting the title of the Bank and/or its nominees (as the case may be) to or for vesting the Deposit(s) in the Bank and/or its nominees (as the case may be) and otherwise perfect any documents required by the Bank in connection with this Charge. The Mortgagor hereby covenants with the Bank that on request the Mortgagor will ratify and confirm all documents executed and acts and things done and all transactions entered into by the Bank and/or its nominees at the instance of the Bank in the exercise or purported exercise of their powers under this Charge.

10. Change of Law

If by reason of:

- (a) any applicable law or regulatory requirement or the interpretation or application thereof or any change therein or any judicial decision relating thereto; or

14. Remedies, Waivers and Consents

- 14.1 No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Charge will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 14.2 Any waiver and any consent by the Bank under this Charge must be in writing and may be given subject to any conditions thought fit by the Bank. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

15. Payments

- 15.1 All sums due and payable by the Mortgagor under this Charge shall be made in full without any set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes. If:
- (a) the Mortgagor is required by any law to make any deduction or withholding from any sum payable by the Mortgagor to the Bank hereunder; or
 - (b) the Bank is required by law to make any payment on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Bank hereunder

then the sum payable by the Mortgagor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deductions, withholding or payment, the Bank receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.

- 15.2 The Mortgagor shall have no rights in respect of the application by the Bank of any sums received, recovered or realised by the Bank under this Charge.

16. Service of Demands, Notices etc.

A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Mortgagor either by hand or post or facsimile. A demand or notice by post may be addressed to the Mortgagor at the Mortgagor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Mortgagor known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

17. Assignment

The Bank shall have the right to assign the whole or any part of the benefit to it of this Charge and the expression "the Bank" wherever used herein shall be deemed to include the assignees

Dated this 24th day of February 2016

EXECUTED as a DEED

by Williams Industrial Services Ltd

acting by two of its Directors

or one of its Directors and its Secretary

or by any single Director



DIRECTOR

DIRECTOR/SECRETARY/WITNESS

The COMMON SEAL of
Williams Industrial Services Ltd
was hereunto affixed in the
presence of:-


Signature _____ Director

Name:


Signature _____ Director/Secretary/Witness

Name:

Tom Picking