Companies House

MR01(ef)

Registration of a Charge

Company name: **HEALTHCARE ENVIRONMENTAL SERVICES LIMITED**

Company number: **SC173861**

X3GHXH55

Received for Electronic Filing: **15/09/2014**

Details of Charge

Date of creation: **08/09/2014**

Charge code: **SC17 3861 0009**

Persons entitled: **HSBC ASSET FINANCE (UK) LTD**
HSBC EQUIPMENT FINANCE (UK) LTD

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANTHONY LEE**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 173861

Charge code: SC17 3861 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th September 2014 and created by HEALTHCARE ENVIRONMENTAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2014 .

Given at Companies House, Edinburgh on 16th September 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Healthcare Environmental Services Limited

to

HSBC Equipment Finance (UK) Limited

and

HSBC Asset Finance (UK) Limited

Floating Charge

FLOATING CHARGE

(1) Healthcare Environmental Services Limited (registered in Scotland Company Number SC173861 (the "Company") whose registered address is: Calderhead Road, Shotts, Lanarkshire ML7 4EQ

and

(2) HSBC Equipment Finance (UK) Limited (registered in England number 1503727) and HSBC Asset Finance (UK) Limited (registered in England number 229341) (together, "the Lender") whose registered addresses are: 8 Canada Square, London E14 5HQ

Floating Charge as security for the Debt

1. This Floating Charge shall be security for the payment and discharge of the Debt mentioned in clause 2 below.

2. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Lender (the "Debt").

   This includes, but is not limited to:-

   (a) all monies and liabilities due from the Company to the Lender under all facilities granted by the Lender to the Company;

   (b) guarantees and indemnities to the Lender and any of the Company's other contingent liabilities;

   (c) discount, commission and other lawful charges and expenses;

   (d) interest in accordance with any agreement between the Company and the Lender and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Lender's then current practice. Interest as above applies before and after any demand or judgement;

   (e) money agreed to be paid by the Company under clause 20 below.

The Agreement to pay the Debt

3. The Company agrees to pay and discharge the Debt when the same is due to be paid and discharged. It acknowledges that the Debt shall, in the absence of express written agreement by the Lender to the contrary, be due and payable to the Lender upon demand.

Security given over the Company's Assets

4. The Company, as security for the payment and discharge of the Debt, grants in favour of the Lender a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "charged property").

Restrictions on Company

5. (a) The Company is prohibited from creating subsequent to its execution of this Floating Charge any fixed security or any other floating charge over the charged property or any part of it except:-

   (i) with the Lender's prior written consent; or

   (ii) any fixed security or other floating charge in favour of the Lender.

   (b) Any fixed security granted by the Company at any time in favour of the Lender shall rank in priority to the floating charge granted by the Company in clause 4 above.

   (c) In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in paragraph (a) above or with the consent of the Lender under paragraph (a) above but with no written agreement of the Lender as to the ranking of them, this Floating Charge shall rank in priority to that fixed security or floating charge.

6. The Company shall not, except with the prior written consent of the Lender, part with, hire, lend, sell, assign or dispose of all or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the charged property.

Company's Obligations to the Lender

7. Until this Floating Charge is discharged the Company will:-

   (a) (i) Insure, and keep insured, the charged property with such insurer and against such risks and in such amounts and otherwise upon such terms as the Lender may reasonably require. If the Lender makes no requirement, then in accordance with accepted prudent business practice from time to time in respect of property of the same type.

   (ii) Punctually pay all premiums and other monies necessary for keeping up such insurances.

   (iii) See that the interest of the Lender is noted upon all policies of such insurance or (if the Lender reasonably so requires) that the policy is held in the joint names of the Company and the Lender.

   (iv) If the Lender reasonably requires, produce to, or deposit with, the Lender all such policies and the receipts for all premium and other payments necessary for effecting and keeping up such policies.

   (v) Promptly notify the Lender of anything which may give rise to a claim under such policy(ies) and ensure that nothing is done or not done as a consequence of which any such policy might be adversely affected or which may increase the premium payable.

   (vi) Notify the Lender prior to taking any steps to open an account with any bank or other person.

   It is agreed (whether or not this Floating Charge shall have become enforceable) that:-

   (i) The Lender may (but without being under any duty to do so and if it reasonably considers it necessary to do so) itself effect such insurances. If it does so, the

Company shall be liable to the Lender for the expenses incurred by the Lender in doing so.

(ii) All sums at any time payable under any such policies of insurance shall (subject to any prior rights and claims of any third party) be paid to the Lender. If the same are not paid directly to the Lender by the insurers then the Company shall be trustee of them for the benefit of the Lender and shall account to the Lender accordingly. The insurance monies shall at the option of the Lender be applied (subject to clause 23 below) in or towards the payment or discharge of the Debt or in making good or recouping expenditure in respect of the loss or damage for which such monies are received.

(b) (i) Keep all buildings on any land forming part of the charged property and all fixtures and plant and machinery on and in them (and all other tangible property comprised in the charged property) in good and substantial repair and condition.

(ii) Whenever any of the said buildings, fixtures, fittings or plant and machinery are destroyed, damaged or deteriorates, immediately repair, replace and make good the same. If the Company shall fail to do so, then the Lender shall be entitled (but not bound) to do so instead.

(c) Not without the prior written consent of the Lender:-

(i) pull down or remove the whole or any part of any buildings forming part of the charged property;

(ii) sever or unfix or remove any of the fixtures or fittings; or

(iii) except for the purpose of effecting necessary repairs to them or of replacing the same with new or improved models or substitutes, remove any of the plant and machinery belonging to, or in use by, the Company.

(d) (i) Carry on any trade, business or agricultural use on any land now or afterwards used by the Company for the purposes of trade, business or agriculture. It shall do so in accordance with the standards of good management from time to time current in the trade or business or (in the case of agricultural use) with the standards of good husbandry, from time to time. It shall also do so in accordance with the authorised planning use of such land.

(ii) Obtain, maintain and comply with all licences, consents and other authorisations (including, without limitation, environmental permits) and effect all registrations which may be necessary or desirable in relation to all or any part of the charged property or any business or other activity from time to time carried on by the Company.

(e) Not without the prior written consent of the Lender:-

(i) carry out, or allow to be carried out, on any land situated in England and Wales forming part of the charged property, any development as defined in the Town and Country Planning Act 1990 or enter into any agreement under Section 106 of that Act;

(ii) carry out, or allow to be carried out on any land situated in Scotland forming part of the charged property, any development as defined in the Town and Country Planning (Scotland) Act 1997 or enter into any agreement under Section 75 of that Act; or

(iii) change, or allow to be changed, the use of any such land.

(f) (i) Observe and perform all covenants, stipulations and conditions which from time to time affect the use or possession of the charged property whether arising under any lease or other agreement under which the charged property is held.

(ii) Punctually pay all rents and other payments becoming due, or to become due, under any lease or other agreement mentioned above.

(iii) If the Lender so requires, produce to the Lender evidence sufficient to reasonably satisfy it that the requirements mentioned above have been complied with.

(g) (i) Comply with all statutory and other regulations affecting the charged property. This will include all environmental laws and environmental permits applicable from time to time to all or any part of the charged property or any business or other activity from time to time carried on by the Company.

(ii) Not allow any circumstances to arise which could lead:-

(a) to any competent authority or other person taking action, or making a claim under any environmental laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit); or

(b) to the Company having to take action to prevent the possibility of any such action or claim.

(iii) Indemnify each of the Lender, the Administrator or Receiver (and their respective officers, agents and delegates) against all costs, expenses and liabilities properly incurred (directly or indirectly) as a result of any non-compliance or alleged non-compliance with any environmental laws in relation to all or any part of the charged property or anything done or not done on it.

(h) (i) Within 7 days after becoming aware of the same, give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal affecting all or any part of the charged property or (in the case of any land) the locality in which it is situated, given or made by any planning authority or other public body or authority whatsoever (including, without limitation, any licensing authority).

(ii) If the Lender reasonably requires, immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any of the matters mentioned in paragraph (h)(i) above and make (or join with the Lender in making) such objections or representations as may reasonably be available in respect of them.

(i) Permit the Lender, its agents and any person authorised by it, to enter on any land forming part of the charged property, at all reasonable times and on reasonable notice (except in case of emergency) for the purpose of inspecting or valuing any of the charged property and if the

Lender calls for such a valuation (which it is entitled to do) that shall be at the expense of the Company.

(j) Not without the prior written consent of the Lender:-

(i) grant or vary, or agree to grant or vary, any licence or tenancy affecting any land forming part of the charged property;

(ii) in relation to any land or buildings situated in England and Wales, exercise the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases, conferred by Sections 99 or 100 of the Law of Property Act 1925;

(iii) in any other way, dispose, or agree to dispose of, or create, any interest in any land forming part of the charged property;

(iv) negotiate, settle or waive any claim for loss, damage or other compensation (including without limitation compulsory purchase compensation) affecting any land forming part of the charged property; or

(v) apply for an improvement or other grant or do anything which might result in any land forming part of the charged property being subject to any statutory charge.

(k) Ensure that, without the prior written consent of the Lender:-

(i) no person other than the Company shall be registered as proprietor of any land forming part of the charged property;

(ii) no person shall become entitled to any right or interest which may adversely affect the value of such land (unless such entitlement exists at the date of this Floating Charge or at the time of the acquisition of such land by the Company) and, in relation to any land situated in England and Wales, the Company shall indemnify the Lender for all expenses reasonably incurred by the Lender in lodging from time to time cautions or notices against the registration of title to any such land.

(l) Get in and realise its book and other debts or securities for money in the ordinary course of its business (which shall not extend to selling or assigning or in any other way factoring or discounting them).

(m) Punctually pay all calls, instalments and other monies that may become due in respect of any of the securities. The securities are:-

(i) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company);

(ii) all rights to subscribe for or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company; and

(iii) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these,

(collectively called, the "securities").

(n) Not exercise any of the rights and powers attaching to any of the securities in a manner which, in the reasonable opinion of the Lender, may adversely affect the value of the security created by or pursuant to this Floating Charge.

(o) (i) Take all such necessary steps, and do all such acts (including the prompt payment of any appropriate fees and policing against any infringement of, or challenge to, the intellectual property) to maintain the value, subsistence and validity of the Company's intellectual property.

(ii) Where appropriate, use its best endeavours to protect and safeguard the Company's intellectual property from and against theft, loss, destruction, unauthorised access, copying or use by third parties.

(iii) Not use, or allow to be used, or take any step in respect of any of the Company's intellectual property in any way which, in the reasonable opinion of the Lender, may adversely affect the value of it.

(p) (i) Deposit with the Lender (and the Lender shall be entitled to retain) all deeds, certificates and other documents constituting or evidencing title to the charged property (except insofar as the same are held, or required to be held, by any third party in accordance with any obligation ranking in priority to this Floating Charge).

(ii) On being reasonably required to do so by the Lender, and at the cost and expense of the Company:-

(a) Execute, sign, deliver and do all things necessary (including, without limitation, the transfer of all or any of the securities, to the Lender or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) the Lender may reasonably require to create a standard security, legal mortgage, assignation, assignment or other fixed security in favour of the Lender over all or such part as shall be specified in such notice of the charged property or to improve, perfect or protect the security intended to be created by or pursuant to this Floating Charge or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with this Floating Charge.

(b) Endorse, or cause to be endorsed, on any documents constituting or evidencing title to the charged property and give to third parties such notices of the security created by or pursuant to this Floating Charge as the Lender may reasonably require.

When this Floating Charge becomes enforceable

8. This Floating Charge shall become enforceable:-

(a) if the Debt, or any part of it, is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be); or

(b) if the Company is in breach of any of the obligations under this Floating Charge; or

(c) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or

(d) if any step is taken for the administration or winding up of the Company (which includes, without limitation, in each case, the board of directors or the Company in general meeting, passing a resolution for the same) except where, in the case of winding up, the Lender has consented in writing for the purpose of reconstruction or amalgamation; or

(e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Company shall seek to enforce his security in respect of, all or any of the charged property or any other event shall happen which puts in jeopardy all or any part of the security created by or pursuant to this Floating Charge; or

(f) if the Lender, in its reasonable discretion, considers that any claim may be made against the Lender under any bond, guarantee, indemnity or other contingent liability issued or entered into for any liabilities of the Company; or

(g) if the induciae of a charge for payment on an extract decree, or an extract registered bond, or an extract registered protest served against the Company, have expired without payment being made by the Company; or

(h) if any other event shall occur which has been agreed by the Company and the Lender as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.

Appointment of Administrator or Receiver

9. (a) This Floating Charge is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986.

(b) At any time after having been requested to do so by the Company, or after this Floating Charge has become enforceable (and whether or not any of the events mentioned in clause 8 are continuing), the Lender may appoint by instrument in writing, or otherwise, any one or more persons to be administrator of the Company ("Administrator") or receiver of all or any of the charged property ("Receiver") in each case in accordance with and to the extent permitted by applicable laws. These expressions shall, where necessary, include any person substituted as Administrator or Receiver.

(c) The Lender may (so far as it is lawfully able to do so) from time to time by instrument in writing, or otherwise, remove any person appointed to be Administrator or Receiver and may in a similar way appoint another in his place.

(d) If at any time two or more persons shall hold office as Administrator or Receiver, each one of them shall be separately entitled (subject to any contrary direction in the appointment) to exercise all the powers, authorities and discretions conferred on them.

(e) The power to appoint a Receiver shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986.

10. (a) The Lender shall not, nor shall the Administrator or Receiver, be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the charged property nor be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the charged property for which a mortgagee or heritable creditor in possession might as such be liable.

(b) All reasonable costs, charges and expenses properly incurred by the Lender or the Administrator or Receiver (including its internal management and administration costs and the costs of any proceedings in relation to this Floating Charge or the Debt) shall be paid by the Company.

11. The Administrator or Receiver shall be the agent of the Company and the Company shall be responsible for his acts and remuneration as well as for any defaults committed by him.

Powers of Administrator or Receiver

12. The Administrator shall have the statutory powers set out in the Insolvency Act 1986. The Receiver shall (subject to any limitations or restrictions expressed in the document appointing him but notwithstanding any restriction or limitation binding on the Company under this Floating Charge or any winding-up or dissolution of the Company or any analogous proceedings in any jurisdiction) have all the powers (as varied and extended by this Floating Charge) conferred on receivers by the Insolvency Act 1986 and (without affecting the above in any way) the following powers:-

(a) (i) To sell, transfer, assign, convey or grant, accept surrender or vary, terminate or surrender leases of or in exchange for and enter into and or terminate leases of any of the charged property; and

(ii) in any other way to dispose of, or deal with, all or any of the charged property (or agree any of the same) and in either case in such a way and generally on such terms and conditions as he reasonably thinks fit.

Any transaction mentioned above may be for such payment or other consideration as the Receiver shall think fit. This is so whether for a lump sum or a consideration payable in instalments and whether for cash or otherwise. In the case of the latter, it shall form part of the charged property and be charged with the payment and discharge of the Debt.

Fixtures and plant and machinery may be taken and sold separately from the premises to which they are fixed (or in which they are contained) without the consent of the Company being obtained or necessary.

(b) To take possession of, collect and get in, all or any of the charged property and for that purpose to make such demands and take any proceedings as the Receiver shall reasonably think fit.

(c) To carry on, manage, develop, reconstruct, amalgamate or diversify (or agree the same) any trade or business (including farming) as has from time to time been carried on on the whole or any part of the charged property.

(d) (i) To make any arrangement or compromise between the Company and any other person which the Receiver may reasonably think expedient.

(ii) To take, defend or participate in any proceedings (including, without limitation, arbitration proceedings) as the Receiver may reasonably think expedient.

(e) To make, effect and complete such improvements, development and repairs to any of the charged property as the Receiver may reasonably think expedient.

(f) To make calls (and to enforce payment of them) conditionally, or unconditionally, on the directors of the Company in respect of any uncalled capital with the benefit of all the powers in the Articles of Association of the Company conferred on the directors.

(g) To appoint managers, officers, servants, workmen, nominees and agents for any of the purposes mentioned in this clause 12 at such remuneration and for such periods and on such terms as the Receiver may reasonably determine.

(h) If the Receiver thinks fit, but without affecting the indemnity contained in clause 18 below, to effect with any insurer any policy or policies of insurance either in lieu, or satisfaction of, or in addition to, such indemnity.

(i) To delegate by power of attorney, or in any other way, to any person or persons approved in writing by the Lender, all or any of the powers, authorities and discretions which are for the time being exercisable by the Receiver under this Floating Charge.

(j) (i) To promote the formation, or otherwise acquire the share capital of, any body corporate with a view to such body corporate becoming a subsidiary of the Company or otherwise;

(ii) to purchase, lease, or otherwise acquire any interest in all or any of the Company's undertaking and property;

(iii) to carry on any business in succession to the Company or any subsidiary of the Company;

and in each case, as the Receiver may otherwise reasonably think fit.

(k) To apply for, and otherwise take such steps as the Receiver may consider reasonably necessary or desirable to obtain (in the name of a nominee or otherwise), such licences, consents, permits and approvals as the Receiver may reasonably think expedient.

(l) To make elections for value added tax purposes as the Receiver may reasonably think fit.

(m) For any of the purposes authorised by this clause, to raise money by borrowing from any person on the security of all or any of the charged property.

(i) The Receiver may raise money as mentioned above on such terms (including, if the Lender shall consent, terms under which such security ranks in priority to all or any of the security created by this Floating Charge) as the Receiver may reasonably think fit; and

(ii) the repayment of all such monies and the payment of interest on them and related costs, charges and expenses, shall be treated for all purposes as expenses properly payable by the Receiver.

(n) To exercise any of the powers which the Lender would be entitled to exercise under this Floating Charge.

(o) To do all such other acts and things as the Receiver may reasonably consider to be incidental or necessary to any of the matters or powers mentioned above or which the Receiver lawfully may or can do as agent for the Company.

(p) To exercise any of the above powers on behalf of the Company or on the Receiver's own behalf or, in the case of the powers contained in paragraph (f) above, on behalf of the directors of the Company.

13. Subject to claims having priority to the security created by this Floating Charge, all monies received by the Receiver or (on any exercise by the Lender of its enforcement powers under this Floating Charge) the Lender, shall be applied in the following order:-

(a) In payment of all reasonable costs, charges and expenses of, and incidental to, the appointment of the Receiver and to the exercise of all or any of the powers of the Receiver or the Lender and of any other outgoings properly payable by them. This includes, without limitation, the repayment of monies borrowed as referred to in clause 12(m) above and the payment of interest and related costs, charges, and expenses (to the extent that the Lender has consented to the same being secured in priority to the security created by this Floating Charge) and all amounts payable by the Lender to the Receiver under any order of any court or otherwise.

(b) In payment of remuneration to the Receiver at such rate as may from time to time be agreed between the Receiver and the Lender.

(c) In payment to the Lender.

Power of Attorney

14. (a) The Company irrevocably appoints the Lender, any Administrator and any Receiver appointed by the Lender and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Company. Any attorney is authorised by the Company to do all things which the Company may be required to do under this Floating Charge. This includes (without limitation) that which the Lender, the Administrator or the Receiver (or any such delegate) may consider necessary or appropriate for, or in connection with:-

(i) the improvement, perfection or protection of the security intended to be created by this Floating Charge; or

(ii) the exercise of any of the powers, authorities and discretions conferred under it.

(b) The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney.

The Lender has other powers

15. At any time after this Floating Charge shall have become enforceable, or after any powers conferred by any interest having priority to this Floating Charge shall have become exercisable, the Lender may redeem such or any other prior interest or arrange the transfer of it to itself. It may settle and pass the accounts of any third party concerned and any account so settled and passed shall be conclusive and binding on the Company. All monies paid by the Lender to the third party in accordance with such accounts shall as from such payment be due from the Company to the Lender on current account and shall bear interest and be secured as part of the Debt.

16. The rights and remedies of the Lender under this Floating Charge are in addition to, and not in substitution for, any rights or remedies provided by law.

17. (a) If the Company at any time fails to perform and observe the terms, and obligations contained in this Floating Charge, the Lender may (but without being under any duty to do so) take such steps as in its reasonable opinion may be required to remedy such failure; and

(b) this includes, without limitation, making any payment, and for the purpose mentioned in paragraph (a) above, the Lender and its agents may enter upon any land of the Company without being regarded as having entered into possession of it.

Indemnity

18. The Company agrees to fully indemnify each of the Lender, the Administrator and the Receiver from and against all and any liability they might incur in the exercise (or apparent exercise) of any powers, authorities and discretions under or in connection with this Floating Charge (with the exception of fraud or wilful default on the part of the Lender, the Administrator or the Receiver, but only to the extent committed by any of them) or any failure by the Company to comply with any of its obligations under this Floating Charge.

Protection of Purchasers

19. No purchaser or other person dealing with the Lender, the Administrator or the Receiver (or any of their respective delegates):-

(i) shall be bound or entitled to see or enquire whether any power, authority or discretion under this Floating Charge has arisen or become exercisable;

(ii) be concerned with any notice to the contrary or to see whether any delegation shall have lapsed for any reason or been revoked; or

(iii) be bound or entitled to concern himself with the proceeds of any sale or other dealing or be answerable in any circumstances for the application of the said proceeds.

Payment of costs, charges and expenses

20. The Company shall reimburse to the Lender on demand on a full indemnity basis, all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Lender to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Lender:-

(a) in ensuring this Floating Charge is effective;

(b) in connection with the improvement, perfection or protection of the security created by or pursuant to this Floating Charge;

(c) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Floating Charge (together with any value added tax or similar tax charged or chargeable in respect of it).

All such amounts shall be debited to an account in the name of the Company. Until they are reimbursed they shall bear interest at the rate of three per cent per annum over the Bank of England base rate from time to time calculated and compounded monthly and/or according to the Lender's then current practice and shall be payable on demand. They will be secured as part of the Debt by this Floating Charge.

Independence of Security

21. (a) This Floating Charge shall be in addition to, and independent of, every other security which the Lender may at any time hold for any of the Debt secured by this Floating Charge.

(b) This Floating Charge shall remain in full force and effect as a continuing security unless and until the Lender discharges it.

The Lender's powers to deal with Accounts and Money Received

22. (a) If the Lender receives notice of any subsequent charge or other interest affecting all or any of the charged property, the Lender may open a new account or accounts for the Company in its books.

(b) If the Lender does not do so, it shall be regarded as having done so unless the Lender gives express written notice to the contrary to the Company. Notwithstanding any appropriation by the Company to the contrary, as from the time of receipt of such notice, all payments made by the Company to the Lender shall be treated as having been credited to a new account of the Company. Such payments will not be applied in reduction of the amount due, owing or incurred from the Company to the Lender at the time when it received the notice.

23. (a) All monies received, recovered or realised by the Lender under this Floating Charge (including the proceeds of any conversion under clause 25 below) may, in the reasonable discretion of the Lender, be credited to any suspense or impersonal account.

(b) They may be held in such account for so long as the Lender may think fit pending the application from time to time of such monies and all accrued interest (at the rate, if any, agreed in writing between the Company and the Lender from time to time) in or towards the discharge of the Debt.

24. The Company waives any right of set-off it may have now, or at any time in the future, in respect of the Debt (including sums payable by the Company under this Floating Charge).

Currency Conversion

25. (a) For the purpose or pending the discharge of the Debt, the Lender may convert any monies received, recovered or realised by the Lender under this Floating Charge (including the proceeds of any previous conversion under this clause) from their existing currency of denomination into such other currency of denomination as the Lender may reasonably think fit.

(b) Any such conversion shall be made at HSBC Bank plc's then prevailing spot selling rate of exchange for such other currency against the existing currency.

(c) Each previous reference in this clause to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

(d) The Lender shall not be liable for any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Lender in accordance with this Floating Charge.

Dealings with you and others

26. The Lender may, in its discretion, grant time, or make any other arrangement, variation or release with any person or persons not party to this Floating Charge (whether or not such person or persons are jointly or severally liable with the Company) in respect of any of the Debt or of any other security for it. If it does, it will not in any way affect either this Floating Charge or the liability of the Company for the Debt.

The Lender's Right of Set Off

27. In addition to all rights of set-off conferred by law, the Lender may set-off any money standing from time to time to the credit of any account the Company has with the Lender against the Debt.

Preservation and Retention of Security

28. (a) Any settlement, discharge or release between (i) the Company and (ii) the Lender, the Administrator or the Receiver (the "Relevant Person(s)") shall be conditional upon no security given, or payment made, to the Relevant Person(s) by the Company (or any other person) being avoided or reduced as a result of any provisions or enactments relating to insolvency for the time being in force in any jurisdiction.

(b) In the event of such security or payment being avoided or reduced, the Relevant Person(s) shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred.

29. (a) Notwithstanding any other provision of this Floating Charge, or any release, settlement, discharge or arrangement given or made by the Lender, the Lender may retain the security created by this Floating Charge (and all documents evidencing title to the charged property or any part of it deposited with it) following the payment and discharge in full of the Debt for a period of two years and one month after such discharge.

(b) If at any time during that period, any step is taken for the administration or winding-up (whether voluntary or compulsory) of the Company or any analogous proceedings shall be commenced, the Lender may continue to retain this security and the documents mentioned above for such further period as the Lender may reasonably determine.

(c) The security created by this Floating Charge and documents relating to it shall be deemed to have continued to have been held as security for the Debt.

Certificate of the Amount of the Debt

30. A certificate by any manager or officer of the Lender as to the amount of the Debt or any part of if shall, in the absence of manifest error, be conclusive and binding on the Company.

Notices, Governing Law and Jurisdiction

31. Without affecting any other lawful method of service, any demand or notice to be made or given by the Lender to the Company (including without limitation, a demand for payment of all or any of the Debt) may be made or given by any manager or officer of the Lender or of any branch of it:-

(a) By letter addressed to the Company and delivered to any officer of the Company at any place or sent by first-class post to, or left at the registered office of, the Company or any place of business or activity of the Company last known to the Lender. If sent by post it shall be regarded as having been made or given at noon on the second day following the day the letter was posted.

(b) By fax or other electronic means to the fax number or electronic mail address of the Company last known to the Lender. It shall be regarded as having been made or given at the time of transmission.

32. (a) This Floating Charge will be governed by and construed in accordance with Scots law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Floating Charge, its subject matter, negotiation or formation will be determined in accordance with Scots law.

(b) Both the Company and the Lender submit to the non-exclusive jurisdiction of the Scottish courts in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Floating Charge.

Disclosure of Information

33. The Company consents to the disclosure by the Lender of any information about the Company, this Floating Charge, the charged property and the Debt:-

(a) to any person to whom the Lender has transferred, or proposes or may propose to transfer, all or any of its rights under this Floating Charge and/or the Debt and to any rating agencies and any advisers to the Lender in connection with such transfer; and/or

(b) to any person with whom the Lender has entered into, or proposes to enter into, any contractual arrangements in connection with this Floating Charge and/or the Debt; and/or

(c) to any company within the HSBC Group being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents; and/or

(d) to any insurer who is to, or who proposes to, provide insurance to the Lender in respect of the charged property, this Floating Charge and/or the Debt; and/or

(e) to any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

34 (a) The Lender may transfer all or any of its rights under this Floating Charge and/or the Debt to any person at any time.

(b) If the Lender transfers all or any of its rights under this Floating Charge and/or the Debt, the Company's rights under this Floating Charge and/or the Debt (as the case may be) will stay exactly the same.

(c) The Company will be bound to any person to whom the Lender transfers any such rights. That person will have the Lender's powers and rights so far as the Lender transfers these to that person. The Lender will be released automatically from its obligations to the Company so far as that person assumes the Lender's obligations.

(d) The Company will at the expense of the Lender or the person to whom the rights are transferred, do anything reasonably requested by the Lender to effect a transfer of all or any of its rights under this Floating Charge and/or the Debt.

(e) The Company will not transfer all or any part of its rights under this Floating Charge and/or the Debt without the prior written consent of the Lender.

(f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:-

(i) the term **transfer** means sale, assignation, assignment and/or transfer;

(ii) the term **rights** means rights, benefits and/or obligations; and

(iii) the term **person** means any person, trust, fund or other entity.

The Lender's written consent and reasonable requirement

35. (a) Where the words "without the Lender's written consent" appear in any clause, the Lender will not unreasonably withhold consent. The Company agrees that it is reasonable for the Lender to refuse to consent to something if, in the Lender's reasonable opinion, it adversely affects or might affect:

(i) the Lender's security under this Floating Charge and its ability to enforce it;

(ii) the value of that which is secured to the Lender and its ability to sell the same;

(iii) the Lender's ability to recover the Debt; or

(iv) the assessment of the value of this Floating Charge as an asset of the Lender.

(b) Where the words "the Lender reasonably requires" appear in any Clause, the Company agrees that it is reasonable for the Lender to require something if, in the Lender's reasonable opinion, it will or might assist in:

(i) the preservation of the Lender's security under this Floating Charge or the value of that which is secured by it; or

(ii) the Lender's ability to recover the Debt.

Severance and Modification - Unenforceability

36. (a) If any of the clauses (or part of a clause) and/or any of the paragraphs (or part of a paragraph) becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) or paragraph (or part of a paragraph) will not in any way be affected or impaired.

(b) If any invalid or unenforceable clause or paragraph mentioned above (or part of either) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Lender consents.

Interpretation

37. (a) The expressions:-

    (i) "the Company" shall include any person from time to time deriving title under the Company.

    (ii) "the Lender" means either or both of HSBC Equipment Finance (UK) Limited and HSBC Asset Finance (UK) Limited and shall include their successors and transferees and in both cases to the extent of their respective rights and benefits (including, without limitation, any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of the Lender become vested).

    (iii) "environmental laws" includes all applicable laws, regulations and directives (and all notices, circulars, orders, judgements and decisions of any court or other competent authority in any jurisdiction) concerning the pollution or protection of the environment or the health of humans, animals or plants. This includes, public and workers' health and safety, the generation, use, treatment, storage, transportation or disposal, or discharge or release into the environment, of any chemicals or other pollutants or contaminants or industrial, radioactive, dangerous, toxic or hazardous substances or wastes (in whatever form and including noise and genetically modified organisms).

    (iv) "environmental permits" means all permits, licences, consents, approvals, certificates and other authorisations (including all conditions applicable to them) required under any environmental laws.

    (v) "holding company" "subsidiary" and "subsidiary undertaking" shall have the meanings respectively set out in the Companies Act 2006.

(b) Any reference to a "fixed security" is a reference to a fixed security as defined in Section 486 of the Companies Act 1985.

(c) Any reference to a person shall include any person, company, corporation, body corporate, government, state (or agency of a state) and any association or partnership (whether or not having legal personality) of any of these.

(d) Any reference to any statute or any section of any statute shall be regarded as including reference to any statutory modification or re-enactment of it for the time being in force.

(e) References to the singular shall include the plural and vice versa; the use of the male pronoun shall include the female and neuter; the use of the neuter pronoun shall include both the male and the female.

(f) The headings are used for guidance only.

Company's compliance with constitutional documents

38. The Company confirms that this Floating Charge does not contravene any of the provisions of its constitutional documents.

Consent to Registration

39. The Company consents to the registration of this Floating Charge and of any certificate referred to in clause 30 above for preservation and execution.

IN WITNESS WHEREOF this Floating Charge consisting of this and the 17 preceding pages is executed as follows:

Company - Two Directors or Director + Secretary

SUBSCRIBED for and on behalf of
Healthcare Environmental Services Limited
at ......SHOTTS......
on ......8th SEPT. 2014......
by

ALISON PETTIGREW .... Director ...... Alison Pettigrew ...... Director
(Print Name) (Signature)

GARRY PETTIGREW ....
Director/Secretary (Print Name)

Garry Pett............
Director/Secretary (Signature)

COPY RESOLUTION

(to be certified by the signature of the Chairman of the meeting of the directors at which the resolution was passed)

Company No. SC173861

Healthcare Environmental Services Limited ("Company")

Meeting of the directors of the Company held at SHOTTS

on 8th Sept. 2014

1. The Chairman reported that notice of the meeting had been given to all those persons entitled to receive notice and, a quorum being present, the Chairman declared the meeting open.
2. There was produced to the meeting a form of charge to be entered into between HSBC Equipment Finance (UK) Limited, HSBC Asset Finance (UK) Limited and the Company (the "Charge")
3. After giving consideration to the requirements set out in sections 171 to 177 of the Companies Act 2006, it was unanimously agreed that the entry into and execution of the Charge was in the commercial interest of and for the benefit of the Company and was most likely to promote the success of the Company for the benefit of its directors as a whole.
4. After careful consideration by the directors of the terms of the Charge and of the nature and scale of the liabilities undertaken by the Company under the Charge, it was unanimously resolved that:
   (a) it was, in the good faith judgment of all the directors present, for the commercial benefit of the Company and was most likely to promote the success of the Company for the benefit of its directors as a whole to enter into the Charge;
   (b) the terms of and the transactions contemplated by the Charge be approved;
   (c) where the Company is a sole director company with no company secretary, that director (in the presence of an attesting witness) or in any other circumstances any two directors or any one director and the secretary of the Company, be authorised to execute and deliver the Charge;
   (e) any one or more authorised signatory be authorised to approve and execute any further documents, certificates and notices to be signed and/or despatched by the Company under or in connection with the Charge; and
   (f) a copy of this resolution be endorsed on the Charge.

Certified a true copy of this Resolution:

Alison Pettigrew

Signature of Chairman of board meeting