



Registration of a Charge

Company name: **CWP SERVICES LIMITED**

Company number: **10663202**

Received for Electronic Filing: **28/01/2020**



X8XM4ZUG

Details of Charge

Date of creation: **23/01/2020**

Charge code: **1066 3202 0001**

Persons entitled: **SME INVOICE FINANCE LIMITED**

Brief description: **ALL FREEHOLD AND LEASEHOLD LAND AND BUILDINGS OF THE CHARGOR BOTH AT THE DATE OF THE CHARGE AND FUTURE AND ALL TRADE FIXTURES AND FITTINGS AND ALL PLANT AND MACHINERY FROM TIME TO TIME IN OR ON SUCH LAND OR BUILDINGS. ALL INTELLECTUAL PROPERTY AT THE DATE OF THE CHARGE OWNED OR AT ANY TIME HEREAFTER TO BE OWNED BY THE CHARGOR.**

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10663202

Charge code: 1066 3202 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2020 and created by CWP SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2020 .

Given at Companies House, Cardiff on 29th January 2020

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

THIS DEBENTURE is made on the 23rd day of January 2020

BETWEEN

- (1) the company ("the Company") described in section 1 of the Schedule attached to and forming part of this debenture ("the Schedule"); and
- (2) **SME INVOICE FINANCE LIMITED** (a company registered in England and Wales with the number 03591079) whose registered office is c/o Metro Bank PLC, One Southampton Row, London WC1B 5HA ("SME" which expression shall include SME's successors and assigns).

1. MEANINGS OF EXPRESSIONS

1.1 In this debenture except where the context otherwise requires:

1.1.1 the following expressions shall have the meanings assigned to them below:

"the Act"	the Insolvency Act 1986
"Business Day"	any day except any Saturday, Sunday or any Bank Holiday in England
"Encumbrance"	charge, mortgage, lien, pledge or other security right or declaration of trust
"Event of Default"	any of the events specified in clause 7.2
"Fixed Assets"	(i) all freehold and leasehold land and buildings of the Company both present and future and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings; (ii) all goodwill and unpaid and/or uncalled capital of the Company; (iii) all stocks shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with SME and the property mentioned in such documents; (iv) all intellectual property now owned or at any time hereafter to be owned by the Company
"Fixed Charge Property"	such of the Property as shall for the time being subject to the fixed charge created by clause 3.1.1 and any other of the Property in respect of which the floating charge created by clause 3.1.2 shall have crystallised
"Floating Assets"	all the Property of the Company not otherwise subject to the fixed charge created by clause 3.1.1
"Obligations"	all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of SME, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether incurred by the Company as principal or surety
"Property"	the undertaking and all the property rights and assets of the Company, whatsoever and wheresoever, both present and future, including the Company's stock-in-trade and its uncalled capital and the proceeds of such property rights and assets

"Writing"

any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly)

- 1.1.2 the singular shall include the plural and vice versa and the masculine shall include the feminine;
- 1.1.3 references to clauses and sub-clauses shall be references to clauses and sub-clauses respectively of this debenture; the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;
- 1.1.4 the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
- 1.1.5 the expressions "including" and "included" do not limit or restrict any general words preceding either of them;
- 1.1.6 reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time and any order or regulation made thereunder;
- 1.1.7 the expression "**Schedule B1**" means Schedule B1 to the Act; the expression "**Administrator**" has the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression "**Receiver**" has the meaning assigned to it section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act); and
- 1.1.8 where the SME has a right or option to do anything then that right or option is at its absolute discretion.

2. COVENANT TO PAY**2.1 The Company will:**

- 2.1.1 on demand fully discharge by payment to SME without any deduction or set-off all or any monetary liabilities included in the Obligations; and
- 2.1.2 duly perform all the Obligations other than monetary liabilities.

3. CHARGING PROVISIONS**3.1 To secure payment and performance as provided for in clause 2.1 the Company hereby charges in favour of SME with full title guarantee:**

- 3.1.1 by way of fixed charge, all Fixed Assets;
- 3.1.2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets.

4. THE FLOATING ASSETS**4.1 The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating**

charge hereby created in respect of such item or of all the Floating Assets.

5. OTHER ENCUMBRANCES

- 5.1 The Company hereby warrants that except as stated in section 3 of the Schedule or as hitherto disclosed to SME in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Company is able to give a full title guarantee in respect of all of them. The Company shall not without the prior written consent of SME create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

6. THE COMPANY' S CONTINUING OBLIGATIONS

- 6.1 Except in accordance with the provisions of clause 4 or the written directions of SME the Company shall not during the continuance of this debenture sell, part with possession of, create any charge or other encumbrance over or otherwise dispose of any of the Property.

- 6.2 Until the full discharge of all the Obligations and this charge except with the prior written consent of SME the Company shall not:

6.2.1 except as provided in clause 4 or on the written directions of SME sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this charge, release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;

6.2.2 enter into any sales finance/factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the SME;

6.2.3 permit to subsist any Encumbrance, which affects or may affect any of the Property, in favour of any person except SME.

- 6.3 Until this debenture is discharged the Company shall collect in and realise its book debts (except any book debts assigned or purported to be assigned to SME in consequence of any agreement between SME and the Company for sales finance or otherwise) in the ordinary course of business (which expression for any purposes of this debenture shall not include the sale of any book debt by way of sales finance or otherwise to any person other than the SME).

- 6.4 The Company undertakes, if called upon at any time by SME until the full discharge of all the Obligations, at the Company' s expense including any stamp duty and in such form as SME may prescribe:

6.4.1 to complete and execute a formal written assignment of any or all of the book debts and to give written notice of such assignment to every person by which or whom any such book debts shall be or become owing;

6.4.2 whether or not such written assignment shall have been executed to give irrevocable instructions to any or all such persons to make payment of all book debts (then owing or to become owing by such persons thereafter) direct to SME;

6.4.3 to execute such documents and do such other things as may be requisite to perfect to SME

title to any of the Property (other than the book debts) or to enable SME to exercise any of its rights hereunder including the execution of a legal mortgage of any freehold or leasehold land and buildings included in the Fixed Assets.

6.5 The Company shall at all times during the continuance of this debenture:

- 6.5.1 keep all such items included in the Property as are tangible in a good state of repair and proper working order;
- 6.5.2 keep all items included in the Property fully insured to the replacement value thereof with an insurer approved by SME against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to SME; and
- 6.5.3 hold on trust for SME all the rights of the Company and any sums received under any such policy of insurance and keep such sums received separate from the Company's own monies and pay them to SME on demand.

6.6 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in clause 6.5.2 SME may pay such premium or sum and recover it from the Company and it shall be included in the Obligations. At any time when the statutory powers of sale or the right to appoint a receiver are exercisable under the provisions of this charge, whether or not such powers or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in SME.

7. POWER OF ATTORNEY

7.1 The Company hereby irrevocably appoints SME and the Directors and the Company Secretary for the time being of SME jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect to SME title to any of the Property or to enable SME to exercise any of its rights under this debenture.

8. ENFORCEMENT

8.1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that Act shall not apply to this security and upon the occurrence of any Event of Default or at any time thereafter (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) SME shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and (without prejudice to any other of SME's rights under this debenture and whether or not SME shall have exercised any of those rights) SME may exercise any of the following rights:

- 8.1.1 to exercise any of SME's statutory powers of sale of any of the Fixed Assets;
- 8.1.2 to appoint any person to be a Receiver over any of the Fixed Assets;
- 8.1.3 by notice to the Company to crystallise the floating charge created by clause 3.1.2 in respect

of all the Floating Assets or any item included therein and thereby to terminate the Company' s right to sell such assets or item in the ordinary course of business in accordance with the provisions of clause 3.1.2.

8.2 The events referred to in clause 8.1 are as follows:

- 8.2.1 any breach of any of the Company' s obligations and undertakings contained in this debenture;
- 8.2.2 the failure of the Company to pay any monetary liability included in the Obligations when it is due to be paid;
- 8.2.3 the calling by the Company of any meeting of its creditors;
- 8.2.4 the Company becoming unable to pay its debts within the meaning of Section 123 of the Act;
- 8.2.5 the levying or threat of execution or distress on any of the Property;
- 8.2.6 the appointment of a receiver of any part of the Company' s income or assets;
- 8.2.7 the serving or threat of a garnishee order nisi on any debtor of the Company in relation to any judgment debts owing by the Company;
- 8.2.8 the presentation of a petition for the winding up of the Company;
- 8.2.9 in relation to the Company an administration application under paragraph 12 of Schedule B1 or the appointment of an administrator under paragraph 14 or paragraph 22 of Schedule B1;
- 8.2.10 a proposal for a voluntary arrangement between the Company and its creditors whether pursuant to the Act or otherwise;
- 8.2.11 the Company ceasing or threatening to cease to carry on its business;
- 8.2.12 a resolution of the members of the Company for its winding up;
- 8.2.13 any other event which, in the opinion of SME, jeopardises any part of the security afforded by this debenture.

8.3 Without prejudice to the rights of SME contained in clause 8.1 the floating charge hereby created shall crystallise automatically, without the requirement for any notice or other act by SME, in respect of any item included in the Floating Assets upon which distress or execution is levied or threatened.

8.4 In the event that the floating charge hereby created shall have crystallised as to part only of the Floating Assets the Company shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of the SME pursuant to clause 8.1 in relation to such remainder of the Floating Assets.

8.5 Upon the appointment of an Administrator to the Company by any means every Receiver appointed under this debenture shall vacate office.

9. APPOINTMENT, POWERS AND AGENCY OF A RECEIVER AND INDEMNITY

9.1 The power of appointing a receiver hereunder may be exercised in writing under the hand of any director or the secretary for the time being of SME or of any person authorised in writing by any of them. SME may in like manner remove any receiver so appointed and, in the case of the removal or the vacation of office or death of any such receiver, appoint another person in the place of such

receiver.

9.2 Every receiver so appointed shall have the following powers:

- 9.2.1 to take possession of and/or to realise any of the charged property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;
- 9.2.2 to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such charged property;
- 9.2.3 without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such charged property on such terms and to such persons as he may consider expedient;
- 9.2.4 to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;
- 9.2.5 to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;
- 9.2.6 for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such charged property on such terms as the Receiver shall consider expedient including (if SME shall so consent) terms by which such security shall rank in priority to this charge;
- 9.2.7 to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment;
- 9.2.8 to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Company.

9.3 If two or more individuals shall hold office as receiver of the same item included in the Property by virtue of an appointment in under this debenture such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

9.4 Every receiver appointed under this debenture shall at all times be the agent of the Company and the Company shall alone be responsible for all acts, defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. SME shall be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever.

9.5 Neither SME nor any receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the charged property nor shall any of them be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.

9.6 The Company hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture against all actions, claims, expenses, costs and liabilities which may at any time and in any

way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture.

10. APPLICATION OF PROCEEDS

10.1 All monies received by any receiver appointed hereunder shall be applied (subject to the claims of any secured and unsecured creditors having priority to this charge) for the following purposes in the following order:

- 10.1.1 in payment of all costs, charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
- 10.1.2 in payment of his remuneration as agreed between him and the person who appointed him;
- 10.1.3 in payment of any costs relating to the realisation of any property;
- 10.1.4 in or on account of the discharge of the Obligations together with any interest for which provision is made herein; and
- 10.1.5 in payment of any surplus to the Company.

11. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR

- 11.1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 8 and 9) SME may, in accordance with the provisions of paragraphs 14 to 18 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Company as Administrator of the Company.
- 11.2 Every Administrator appointed under clause 11.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1. SME shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.
- 11.3 The functions of every Administrator appointed under clause 11.1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1.
- 11.4 The power of appointing an Administrator under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of SME or of any person authorised in writing by any of them. In the case of the vacation of office or the death of any such Administrator the SME may in like manner appoint another person so qualified in the place of such Administrator.

12. INTEREST, COSTS AND EXPENSES AND DETERMINATION OF COMPANY' S LIABILITY

- 12.1 If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest thereon calculated at 4% per annum over the base rate in force at the relevant time of Metro Bank p.l.c. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgment, from the date when such liability is due until payment in full.

- 12.2 All expenses, charges and costs of any nature whatsoever incurred by SME in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on SME hereby shall be payable by the Company on a full indemnity basis.
- 12.3 A written certificate from any of SME's authorised officers (including, without limitation, its company secretary) or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Company both as to liability and quantum.

13. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES

- 13.1 The Company shall keep proper books of account and shall make true and complete entries therein of all transactions relating to any of the Company's business and the Property.
- 13.2 Any duly authorised official of SME and any Receiver appointed by SME and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes:
- 13.2.1 gaining access to or inspecting or, following any Event of Default, taking possession of any of the Company's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property;
 - 13.2.2 taking copies of any of such accounts books ledgers data records and documents at the Company's expense;
 - 13.2.3 inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property;

provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Company's normal business hours and on reasonable notice.

- 13.3 The Company shall supply to SME, at the Company's expense, any information relating to the Company's business as SME may require.

14. SME'S ADDITIONAL RIGHTS

- 14.1 The grant by SME to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by SME with the Company or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of the Obligations or of SME's rights under this debenture.
- 14.2 SME may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute, release, alter or deal with the same in any way without affecting the Obligations or its rights

hereunder:

14.3 If SME receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this debenture then SME may open a new account with the Company. If SME does not at the time of such notice or deemed notice open a new account then SME will be treated as having opened a new account at that time. Any payments received by SME from the Company subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this debenture until such time as SME is satisfied as to the priority of this debenture over such subsequent Encumbrance.

14.4 Any discharge given by SME to the Company in respect of this debenture or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by Company or any other person, which had been taken into account by SME in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this debenture is written shall remain the property of SME notwithstanding any such discharge.

15. CONTINUING SECURITY

15.1 The security hereby created shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company.

16. NOTICES

16.1 Any notice or demand by SME shall be validly served if handed to any officer of the Company or if sent by first class post or delivered to the registered office of the Company or to its address stated in section 1 of the Schedule or its address last known to SME or to any address at which the Company carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Company as made known by the Company to SME at any time. Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within seventy-two hours of the time of posting and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission.

17. COMBINATION OF ACCOUNTS

17.1 SME may at any time without notice or other formality in its entire discretion combine any two or more accounts held by it in the name of the Company.

18. INTERPRETATION

- 18.1 This deed shall be construed and take effect according to English law and the Company hereby submits to the jurisdiction of the English courts without prejudice to the right of SME to take proceedings in relation to any matter connected with this debenture in any jurisdiction in which the Company carries on business at the time of the commencement of such proceedings or in which any of the Company's property is then situated.
- 18.2 If any provision hereof shall be held to be invalid or unenforceable no other provision hereof shall be affected and all such other provisions shall remain in full force and effect.
- 18.3 Where this debenture is handed undated to SME, it is done so on the basis that it shall not be treated as being created until dated by SME. The Company hereby authorises SME as agent for the Company to date this debenture at any time after it is handed over. Upon such dating this debenture shall be deemed to be delivered.

THE SCHEDULE

1. The Company

CWP Services Limited
Meadow Drove Business Centre
Meadow Drove
Bourne
PE10 0BQ

A company registered in England and Wales with the number 10663202

2. Land and Buildings

2.1 Unregistered
Land and Buildings at


2.2 Registered at H M Land Registry
Land and Buildings at
in the county of
Registered under Title Number:

3. Encumbrances affecting the Property


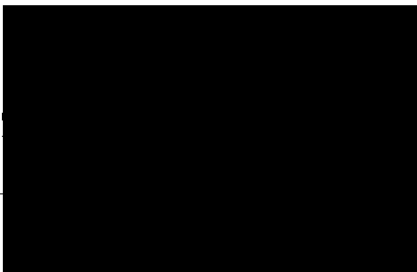
4. The Agreement

The corporate cross guarantee made on *23rd January* 2020 between the Company and SME.

IN WITNESS WHEREOF these presents have been duly executed and delivered as a deed by the Company and have been signed on behalf of SME by an official duly authorised so to do on the day and year stated above:

<p>SIGNED and DELIVERED as a deed on behalf of CWP Services Limited</p> <p>acting by:</p> <p><u>Charles Kinn</u></p> <p>Director</p>	<p></p> <p>Signature of Director</p>
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In the presence of:

Witness Signature:	
Witness Name:	<u>KAREN GORDON</u> (Please print)
Witness Address:	
Witness occupation:	


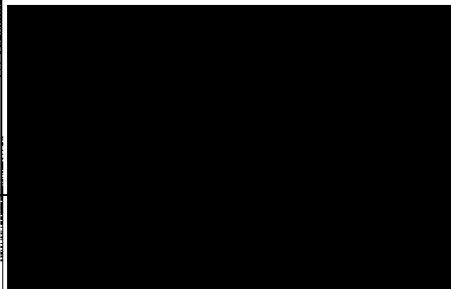
SIGNED and DELIVERED as a deed on behalf of **SME INVOICE FINANCE LIMITED** acting by:

SEAN WILKS
Director/Authorised Signatory



Signature of Director/Authorised Signatory

In the presence of:

Witness Signature:	
Witness Name:	<u>HAYLEY ANDREWS</u>(Please print)
Witness Address:	
Witness occupation:	