



**Registration of a Charge**

Company name: **MAWDSLEY-BROOKS & COMPANY LIMITED**

Company number: **00044701**



X694J9A3

Received for Electronic Filing: **22/06/2017**

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**Details of Charge**

Date of creation: **20/06/2017**

Charge code: **0004 4701 0008**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **BARCLAYS BANK PLC**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 44701

Charge code: 0004 4701 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2017 and created by MAWDSLEY-BROOKS & COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2017 .

Given at Companies House, Cardiff on 23rd June 2017

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

**If a UK company/LLP executes this Charge, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House**

## Deed of Charge over Debtors

1. MAWDSLEY-BROOKS & COMPANY LIMITED (hereinafter called "the Company") whose registered office is at NUMBER THREE, SOUTH LANGWORTHY ROAD, PO BOX 18, SALFORD will on demand in writing made to the Company pay or discharge to Barclays Bank PLC (hereinafter called "the Bank") all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder.
2. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Company and sent by post to or left at the registered office of the Company or its last known place of business and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
3. The Company with full title guarantee hereby charges with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Company by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company.
4. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Bank may now or any time hereafter hold on the property of the Company or any part thereof for or in respect of the moneys hereby secured or any of them or any part thereof respectively.
5. During the continuance of this security the Company:-
  - (a) shall furnish to the Bank copies of the trading and profit and loss account and audited balance sheet in respect of each financial year of the Company and of every subsidiary thereof forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial statements and information respecting the assets and liabilities of the Company as the Bank may reasonably require;
  - (b) shall maintain the aggregate value of the Company's book debts (excluding debts owing by any subsidiary of the Company) at a sum to be fixed by the Bank from time to time and whenever required by the Bank obtain from the Managing Director of the Company for the time being or if there shall be no Managing

Director then from one of the Directors of the Company and furnish to the Bank a certificate showing the said aggregate value;

- (c) shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank.
- 6.
- (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Company the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be a receiver and manager or receivers and managers (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the property hereby charged;
  - (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment, this Charge (including the power of attorney contained in Clause 7 hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary;
  - (c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place;
  - (d) The Receiver shall be the agent of the Company (which subject to the provisions of the Insolvency Act 1986 shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to the Bank's Power of sale) the Receiver shall have power to do the following things namely:-
    - (i) to take possession of collect and get in all or any part of the property hereby charged and for that purpose to take any proceedings in the name of the Company or otherwise as he shall think fit;
    - (ii) to raise money from the Bank or others on the security of any debt or debts hereby charged;
    - (iii) to factor or concur in factoring and to release any of the debts hereby charged in such manner and generally on such terms and conditions as he shall think fit and to carry any such transactions into effect in the name of and on behalf of the Company;
    - (iv) to make any arrangement or compromise which the Bank or he shall think fit;
    - (v) to appoint managers officers and agents for the aforesaid purposes at such salaries as he may determine;
    - (vi) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

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(vii) ~~to obtain access to and take copies of or extracts from any of the books and other records of the Company and for that purpose to go on or into any of the Company's land or buildings or any other land or buildings in or on which the Company's books and other records are for the time being held or deposited;~~

- (e) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Company or otherwise.
7. The Company hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and to take any action or proceedings in connection with any debt or debts hereby charged wheresoever situate.
8. Any moneys received under the powers hereby conferred shall subject to the repayment of any claims having priority to this security be paid or applied in the following order of priority:-
- (a) in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Bank or the Receiver and of the remuneration of the Receiver;
  - (b) in or towards satisfaction of the moneys outstanding and secured by this security;
  - (c) as to the surplus (if any) to the person or persons entitled thereto.
9. Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded or the Receiver has been appointed but this proviso shall not affect a purchaser or put him upon inquiry whether such demand or appointment has been made.
10. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or by the Receiver in perfecting or otherwise in connection with this security or in respect of the property hereby charged and all costs of the Bank of all proceedings for the enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by Clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on a full indemnity basis) shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the premises comprised herein and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may or but for the said charge would have for the moneys hereby secured or any part thereof.
11. In this security where the context so admits the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the Company has executed these presents as a deed this 20 day of

JUNE 20 17

Executed as a deed by MAWDSLEY-BROOKS & COMPANY LIMITED



Director

\_\_\_\_\_ Witness

(if sole signatory only)

Director/Secretary

Company's Registered Number

00044701