

MR01

Particulars of a charge



Companies House



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A fee is payable with
Please see 'How to pay' o

FRIDAY



A20 *A8BHMHRU* 09/08/2019 #184

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form
to register a charge where the
instrument. Use form MR01

A22 *A8ACPD49* 24/07/2019 #206
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number ☒ 0 2 8 4 5 5 7 7
Company name in full ☒ PREMIER KITCHENS AND BEDROOMS
☒ (PETERBOROUGH) LTD. ☒

6 For official use
Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 2 3 0 7 2 0 1 9 ☒

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.

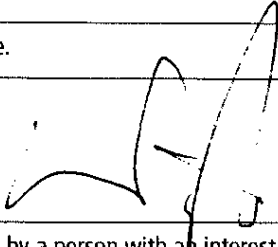
Name ☒ IAIN
Name ☒ FORSYTHE
Name ☒ ALISON
Name ☒ FORSYTHE
Name
Name

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.

MR01

Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	NONE		
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement¹	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. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	Please sign the form here. <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Signature  </div> This form must be signed by a person with an interest in the charge.	

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Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
M.R. TERRELL

Company name
TERRELLS LLP

Address
61 LINCOLN ROAD

Post town
PETERBOROUGH

County/Region
CAMBS

Postcode
PE1 2SE

Country
U.K

DX
16852 P.BORO 4

Telephone
01733 896789

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2845577

Charge code: 0284 5577 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2019 and created by PREMIER KITCHENS AND BEDROOMS (PETERBOROUGH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2019.

Dx

Given at Companies House, Cardiff on 17th August 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS DEBENTURE is made on *23rd July 2019* between Premier Kitchens and Bedrooms (Peterborough) Ltd Company Number 02845577 whose registered office is at Cygnet Park, Phorpres Close, Peterborough, PE7 8F2 ('Premier Kitchens') and Iain Forsythe and Alison Forsythe ('Mr and Mrs Forsythe') both of 6 Debdale, Orton Waterville, Peterborough PE2 5HS.

DEFINITIONS

1. In this deed the following terms shall have the following meanings.

'Book Debts' means all or any one or more of the book debts and other debts now and from time to time owing to Premier Kitchens.

'Proceeds of the Book Debts' means any money paid or in any way directly or indirectly received by or to the order of Premier Kitchens in respect of the Book Debts.

'Debenture' means a debenture dated 23rd February 2015 and made between Premier Kitchens and HSBC Bank Plc by which Premier Kitchens charged all its assets to secure payment of the Premier Kitchens' liabilities to HSBC

'Indebtedness' means the Loan and all other money [and other liabilities] now or at any time owing by Premier Kitchens to Mr and Mrs Forsythe on any account whether solely or jointly and whether as a principal debtor or surety including:

-all Mr and Mrs Forsythe's present or future liabilities to any other person in respect of any indemnity or guarantee given by Mr and Mrs Forsythe in respect of any of Premier Kitchen's obligations;

-all the Premier Kitchen's liabilities in any way undertaken or discharged by Mr and Mrs Forsythe;

-all expenses incurred by Mr and Mrs Forsythe or any receiver appointed by it in connection with the preparation of this deed and the exercise and enforcement of its rights and powers under it; and

-all interest and other money payable under this deed.

'Loan' means £550,000 (pounds) lent by Mr and Mrs Forsythe to Premier Kitchens.

'Payment Dates' means the days agreed between the parties in writing.

*I certify that
this is a true
photo copy of
the original
deed*
**ROGER TERRELL
SOLICITOR
61 LINCOLN ROAD
PETERBOROUGH
PE1 2SE**

'Prior Indebtedness'	means all money from time to time owing on the security of the Debenture.
'Rate of Interest'	means 10% pa.
'clause' and 'schedule'	means respectively clauses or schedules in this deed unless the context shows a contrary meaning.
'now' and today'	mean at the date of this deed.
'observe'	includes 'perform'
'parties'	means the parties to this deed.

RECEIPT

2. Premier Kitchens acknowledge receipt of the Loan.

SECURITY

3. As security for the payment and discharge of the Indebtedness Premier Kitchens as beneficial owner charges;
 - 3.1 by way of a fixed charge all plant, machinery, vehicles, furniture and office equipment now or in the future owned by Premier Kitchens
 - 3.2 by way of a fixed charge all stocks, shares and other securities now or in the future owned by Premier Kitchens (whether in its own name or that of nominees or trustees);
 - 3.3 by way of a fixed charge Premier Kitchens' goodwill and uncalled capital;
 - 3.4 by way of a fixed charge all Book Debts; and
 - 3.5 by way of a floating charge all Premier Kitchens' other present and future assets.

RESTRICTIONS ON PREMIER KITCHENS

4. Except with Mr and Mrs Forsythe's written consent Premier Kitchens may not
 - create any further mortgage charge or lien ranking in priority to or pari passu with this debenture,
 - sell, let or part with the possession or otherwise dispose or deal with any property charged by this debenture and shall not do so in respect of any property charged by this debenture except in the ordinary course of business,
 - make any substantial change in the nature of or scope of or discontinue or dispose of all or any part of its business.

Completed as before
RG [signature]

ROGER TERRELL
SOLICITOR
61 LINCOLN ROAD
PETERBOROUGH
PE1 2SE

AUTOMATIC CRYSTALLISATION OF FLOATING CHARGE

5. The floating charge created by this debenture shall become a fixed charge over the respective assets to which it applies

-automatically in respect of all the assets of Premier Kitchens to which the floating charge applied on the happening of any of the events mentioned in clause 7 of this deed

-by written notice from Mr and Mrs Forsythe to Premier Kitchens specifying the date on which the floating charge becomes fixed and the assets to which it becomes attached and fixed upon the happening of any of the events mentioned in clause 7 of this deed or Mr and Mrs Forsythe's belief that any of those events has or might happen.

POWERS OF SALE AND APPOINTMENT OF RECEIVER

6. The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by Mr and Mrs Forsythe immediately if,
- 6.1 Mr and Mrs Forsythe demand payment of any money secured by this deed payable on demand and it is not payable immediately.
- 6.2 Any payment of any money payable by Premier Kitchens under this deed is not paid on the due date whether demanded or not.
- 6.3 Premier Kitchens convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation.
- 6.4 For any reason anything is done or omitted to be done as a result of which Premier Kitchens is or is liable to be struck off the Register of Companies.
- 6.5 An Administration Order is made in respect of Premier Kitchens.
- 6.6 Premier Kitchens is unable to pay its debt within the definition set out in s.123 of the Insolvency Act 1986.
- 6.7 Any execution is levied upon Premier Kitchens goods or property.
- 6.8 Premier Kitchens makes or seeks to make any composition or arrangement with its creditors.

APPOINTMENT AND STATUS OF RECEIVER

7. In this deed any reference to a receiver shall include a reference to a receiver and manager to an administrative receiver and any substituted receiver.

- 7.1 At any time after the power of appointing a receiver has become exercisable Mr and Mrs Forsythe may appoint by writing any person or persons (whether or not an officer of Mr and Mrs Forsythe) to be receiver of all or any of the property

*Confirmed as
before
R. J. J. J.*

ROGER J. J. J.
SOLICITOR
61 LINCOLN ROAD
PETERBOROUGH
PE1 2SE

charged by this deed upon such terms as to remuneration and other as Mr and Mrs Forsythe thinks fit and may from time to time by writing remove any receiver so appointed or require him to resign and appoint another in [his] place.

- 7.2 A receiver so appointed shall be the agent of Premier Kitchens and the Premier Kitchens shall be responsible for the receiver's acts and defaults and for his/her remuneration costs, charges and expenses to the exclusion of liability on the part of Mr and Mrs Forsythe.

POWERS OF RECEIVER

8. A receiver appointed under this deed shall be entitled to exercise in the interests of Mr and Mrs Forsythe all powers conferred on a receiver by the Law of Property Act 1925 and by way of addition to and without limiting those powers he/she may
- Take possession of and get in all or any part of the property charged by this deed,
 - carry on or concur in carrying on Premier Kitchens business,
 - raise money from Mr and Mrs Forsythe or others on the security of any property charged by this deed,
 - sell or concur in selling any of the property charged by this deed or otherwise deal with it on such terms in the interests of Mr and Mrs Forsythe as he/she thinks fit,
 - let or concur in letting and to terminate or to accept surrenders of leases or generally on such terms and conditions as he/she thinks fit,
 - make any arrangement or compromise between Premier Kitchens and any other person which he/she thinks expedient,
 - call up all or any of the Premier Kitchens' uncalled capital,
 - do all other things as he/she considers to be incidental or conducive to any of the above matters and powers and which he/she may lawfully do as agent for the Premier Kitchens, and
 - appoint managers and agents for the above purposes at such salaries, commissions or other remuneration as he/she determines.

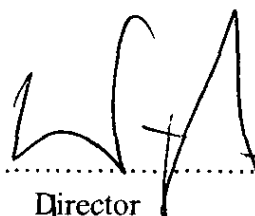
MONEY REALISED BY RECEIVERS

9. The net profits of carrying on the Premier Kitchens business and the net proceeds of any sale by the receiver shall be applied by him/her (after provision for his/her remuneration and all matters specified in the Insolvency Act 1986, s386 and Sch 6) in or towards satisfaction of the Indebtedness and any surplus shall be paid to Premier Kitchens.
- 9.1 Any payment made by the receiver to Mr and Mrs Forsythe may be made on account of principal money or interest or partly in one way and partly in the other as the receiver deems expedient.

*Certified as
before
R. Terrell*

**ROGER TERRELL
SOLICITOR
61 LINCOLN ROAD
PETERBOROUGH
PE1 2SE**

SIGNED as a deed
by PREMIER KITCHENS AND
BEDROOMS (PETERBOROUGH)
LTD acting by a director and
its secretary or two directors

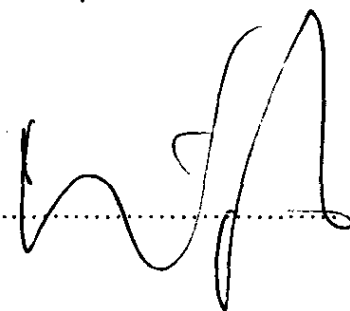



Director



Secretary/Director


SIGNED as a deed
by IAIN FORSYTHE
in the presence of:



..... LINDA BETTU

SIGNED as a deed
by ALISON FORSYTHE
in the presence of:



..... LINDA BETTU

*Continued as
before
R. Terrell*

ROGER TERRELL
SOLICITOR
61 LINCOLN ROAD
PETERBOROUGH
PE1 2SE