



Registration of a Charge

Company name: **CUMBRIA TEACHING AGENCY LIMITED**

Company number: **09466666**



X6ZBD7M2

Received for Electronic Filing: **08/02/2018**

Details of Charge

Date of creation: **05/02/2018**

Charge code: **0946 6666 0004**

Persons entitled: **HSBC BANK PLC**

Brief description: **A LEGAL ASSIGNMENT OF CONTRACT MONIES.**

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: **HSBC BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9466666

Charge code: 0946 6666 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2018 and created by CUMBRIA TEACHING AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2018 .

Given at Companies House, Cardiff on 12th February 2018

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

Dated 5TH FEBRUARY 2018.

Cumbria Teaching Agency Limited

to

HSBC Bank plc

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of Rights arising under the Contract described in the Schedule.

- This Assignment of Rights arising under the Contract is security for all your present and future debts, money and your other liabilities to HSBC Bank plc as set out in this Assignment.
- We, HSBC Bank plc, will hold this Assignment as security for all debts, money and liabilities you owe to us (including interest, fees, costs and expenses) referred to as being "the Debt" in clause 3 of this Assignment.
- The debts may include overdrafts, loans or money due under any other facilities that we have granted to you or grant to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to us, for example, agreements to be responsible for the debts of another customer or for liabilities we incur on your behalf.
- This Assignment is separate from, and not limited by, any other assignment, mortgage, charge, guarantee, indemnity or other security which may already have been given to us or which may be given in the future.
- This Assignment does not replace any earlier guarantee, indemnity or security document that you may have granted us.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Bank reference: SC6931085360 H

THIS ASSIGNMENT made by deed the

5TH day of FEBRUARY 2018

BETWEEN Assignor: Cumbria Teaching Agency Limited Number: 09466666 ("you" or "the Assignor")
and HSBC BANK PLC ("the Bank")

WITNESSES as follows:

Meaning of certain words

1. (a) "the **Bank**" means HSBC Bank plc and any person who is entitled from time to time to exercise all or any of the Bank's rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Assignment.
- (d) "Rights" means the rights (including any monies due or payable under or in connection with those rights) which you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the **Contract**").

The Main Subject Matter of this Assignment

2. This Assignment is a continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the **Debt**").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank.

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
 - (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you 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 Bank's then current practice. Interest as above applies before and after any demand or judgment;
 - (e) money agreed to be paid by you under clause 22 below.
4. You agree to pay and discharge the Debt when it is due to be paid and discharged and that any of the Debt which is in Sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.

Assignment and Reassignment

5. With full title guarantee, you hereby assign the Rights to the Bank absolutely **provided that** if the Debt is repaid in full to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation

or other facility to you, the Bank will reassign the Rights to you without warranty or recourse, at your cost and on your request.

6. If or to the extent that the above assignment of the Rights is ineffective because of a prohibition on that assignment, you hold the Rights on trust for the Bank.

What you agree in relation to the Rights

Notices of Assignment

7. You agree that on or before executing this Assignment you will provide the Bank with the names and addresses of the other party or parties to the Contract in order to enable you and the Bank to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as the Bank may specify) that the Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to the Bank and not to you.

Obligations in respect of the Contract and the Rights

8. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

About the Rights

9. You represent and warrant to the Bank that you are, immediately before the assignment in clause 5, the sole legal and beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security, trust or other interest affecting them and that the Rights are now and, undertake to the Bank that the Rights shall remain until such time as they are reassigned to you, free from any mortgage, lien, charge, pledge, security, trust or other interest affecting them other than this Assignment in favour of the Bank.
10. You represent and warrant to the Bank, on execution of this Assignment, that the Contract is in full force and effect, has not been amended and you are not aware of any claim or proceedings current or threatened which might materially affect the Rights. You undertake that if you become aware of any such claim or proceeding you will notify the Bank in writing immediately.
11. You must use your best endeavours to protect and enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which the Bank reasonably requires for the purpose of protecting and enforcing your rights in respect of the Rights.
12. You will, if the Bank reasonably requires, provide to the Bank complete copies of the Contract and such other information as the Bank may reasonably require from time to time in relation to it or the Rights.
13. You must do everything necessary to help the Bank to:
 - (a) establish, perfect, confirm, enforce or protect its interest in the Rights and the validity, enforceability and the priority of this Assignment; and
 - (b) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires.

When this Assignment becomes enforceable

14. This Assignment shall become enforceable:
 - (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier, as the case may be); or
 - (b) if you are in breach of any of the obligations under this Assignment; or

- (c) if you 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 (which includes, in either case, the board of directors or the Assignor in general meeting, passing a resolution for the same) or bankruptcy of the Assignor (except where, in the case of winding up, the Bank has consented in writing for the purpose of a solvent reconstruction or amalgamation); or
- (e) if a third party shall take possession of, or a receiver shall be appointed over, or any of your secured creditors shall seek to enforce his security in respect of, all or any of the Rights or any other event shall happen which puts in jeopardy all or any part of the security created by this Assignment; or
- (f) if the Bank, in its reasonable discretion, considers that any claim may be or has been made against the Bank under any bond, guarantee, indemnity or other contingent liability issued or entered into for any of your liabilities in respect of which the Bank reasonably considers that it may not be or has not been indemnified on demand or as and when required under any agreement it has with you regarding the same; or
- (g) if any other event shall occur which has been agreed between you and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.

On, or at any time after, any date on which any of the above shall occur, the Bank (without prejudice to any other of its rights and remedies it has under this Assignment or otherwise, and without notice to you) may: (i) claim, collect, enforce, set off, apply or appropriate the Rights in or towards the discharge of the Debt; and (ii) exercise any other powers and rights which may be exercisable by the owner of the Rights and all other powers conferred on mortgagees by the Law of Property Act 1925 without the restrictions contained in sections 103 or 109(1) of that Act.

For the purposes of this Assignment (including under this clause 14), the Bank may value the Debt (or any part of it) which is a future or contingent liability at an amount that the Bank reasonably considers appropriate and, if the obligations are in different currencies, the Bank may convert either obligation into the other currency in accordance with clause 28. For any of these purposes, the Bank may also certify or determine the amount of a rate or amount applicable or due under this Assignment and in relation to the Debt. These certifications and determinations by the Bank shall, in the absence of manifest error, be conclusive evidence of those rates and amounts.

Subject to claims having priority over this Assignment, if the Bank exercises its rights or remedies under this clause 14, it shall apply or appropriate all amounts received, recovered or realised in respect of the Rights in the following order:

- (a) In payment to the Bank in or towards payment or discharge of the Debt and all other amounts expressed to be secured by, or due or payable to the Bank under or in connection with, this Assignment.
- (b) In payment of any surplus to you or any other person entitled to it.

Mortgagee in Possession, Indemnity and Exclusion of Liability

- 15 The Bank shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by the Bank (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.
- 16 You agree to indemnify the Bank fully from and against any liabilities it might incur in the exercise (or apparent exercise) of any powers, authorities and discretions under or in connection with this Assignment (with the exception of fraud or wilful default on the part of the Bank, but only to the extent committed by the Bank) or any failure by you to comply with any of your obligations under this Assignment.
- 17 Neither the Bank nor any of its officers, agents or employees shall have any responsibility or liability:
 - (a) for any action taken in relation to the Rights;
 - (b) for any failure to take any action in relation to the Rights; or
 - (c) for any loss resulting from any fluctuation in exchange rates in connection with any sale or purchase or conversion of currencies under clause 28,

except in the case of wilful misconduct on the part of that person.

Power of Attorney

18. You irrevocably appoint the Bank as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit to:
- (a) claim and enforce the Rights and collect and get in any monies due in respect of the Rights and for these purposes make demand and take legal proceedings in respect of the Rights;
 - (b) sell or assign the benefit of the Rights;
 - (c) make any compromise or arrangement in respect of the Rights;
 - (d) do all such other acts and things as the Bank may consider to be incidental to or assist with any of the matters or powers set out above.

The Bank shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

19. You ratify and confirm (and agree to do so) whatever the 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. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

Adjustments to Law of Property Act powers and restrictions

20. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

Making good your defaults

21. If at any time you fail to comply with any of your obligations under this Assignment, the Bank may (at your cost and expense) do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

Payment of the Bank's Fees, Expenses and Costs

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

- (i) in ensuring this Assignment is effective;
- (ii) in connection with the improvement, perfection or protection of the security created by this Assignment;
- (iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Assignment,

(together with any value added tax or similar tax charged or chargeable in respect of such costs, charges and expenses).

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 Bank's then current practice and shall be payable on demand. They will be secured as part of the Debt by this Assignment.

Preservation and Retention of Security

23. (a) Any settlement, discharge or release (including in relation to this Assignment or the Debt) between (i) the Assignor and (ii) the Bank shall be conditional upon no security given, or payment made, to the Bank by the Assignor (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 Bank shall be entitled to recover the value or amount of such security or payment from the Assignor subsequently as if such settlement, discharge or release had not occurred.

Independence, continuing and binding nature of this Assignment

24. (a) This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.
- (b) No guarantee or security held by the Bank from time to time over the Rights or in respect of the Debt shall merge with the security created by this Assignment.
- (c) The Bank's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
- (d) The Bank may exercise any of its rights or remedies under this Assignment without prior notice to the Assignor.
- (e) This Assignment remains a continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank reassigns the Rights to you.
- (f) If more than one person is named in this Assignment as "you" or if this Assignment otherwise contemplates execution by more than one person in favour of the Bank, but not all such persons execute this Assignment, the person or persons who do execute this Assignment shall be as fully bound by it as if all such persons had validly executed and delivered this Assignment.

The Bank's powers to deal with Accounts and Money received

25. (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Rights, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.
- (c) If the Bank has any other mortgage or charge over the Rights, the Bank shall have an absolute discretion in the appropriation of any money received, recovered or realised under this Assignment or under the other mortgage or charge.
26. All money received, recovered or realised by the Bank under or as a result of this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account (where it shall not reduce the Debt) for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.

Waiver of set-off

27. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt and shall make all payments expressed to be due or payable by you under this Assignment without set-off, deduction or counterclaim.

Currency Conversion

28. The Bank may convert any money received, recovered or realised under this Assignment from the currency in which it is received, recovered or realised into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency. The Bank is entitled to deduct the costs, charges and expenses that it would normally incur from any amount that it converts into another currency.

Dealings with You and Third Parties

29. The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

30. The Bank may serve any notice or other communication under this Assignment:

- (i) by letter, sent by first class post to, or left at, your last known address or registered office, and if sent by post, it will be deemed to have been made or given two business days (Monday to Friday, except public holidays in England) after the day of posting; or
- (i) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If the Bank is unable to send a communication to all of you (where there is more than one of you) sending the communication to any one of you is deemed to be sending it to all of you. Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be served by any manager or officer of the Bank.

31. (a) English law governs this Assignment, its interpretation and any non contractual obligations arising from or connected with it.
- (b) You and the Bank submit to the exclusive jurisdiction of the courts of England 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 Assignment.

Disclosure of Information

32. You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights or the Debt to:
- (a) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
 - (b) any person with whom the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
 - (c) 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; or
 - (d) any other person, if required or permitted by law to do so.

Transfer of Rights

33. (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same.
- (c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights. That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of the Bank.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
- (i) the term **transfer** means sale, assignment and/or transfer by novation;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

34. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
- (i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment;
 - (ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them.
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the preservation of the Bank's security under this Assignment or the value of the Rights or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

35. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) 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 Bank consents.

- (c) Where more than one person is named in this Assignment as "you", and this Assignment is unenforceable or otherwise ineffective against any of you, none of the rest of you will be released from your obligations under this Assignment.

Assignor's compliance with Memorandum and Articles of Association

- 36 Any of you that is a company confirms that this Assignment does not contravene any of the provisions of your Memorandum and Articles of Association.

Interpretation

- 37. In this Assignment
 - (a) the headings are used for guidance only;
 - (b) any reference to a person includes a body corporate;
 - (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
 - (d) references to the singular include the plural and vice versa;
 - (e) a reference to the Bank includes a reference to its successors and transferees;
 - (f) the words "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
 - (g) the words "other" and "otherwise" shall not have their meaning narrowed by any preceding words where a wider construction is possible.

Executed as a deed and is delivered on the date mentioned at the beginning of this Assignment.

Schedule 1 referred to above

Contract

Commencement Date	Parties	Nature of Contract
30 October 2017	(1) Cumbria Teaching Agency Limited (2) HSBC Invoice Finance (UK) Limited	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time

Schedule 2 referred to above
NOTICE OF ASSIGNMENT

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

[date]

Agreement for the Purchase of Debts between HSBC Invoice Finance (UK) Limited and [] ("the Contract")

We, HSBC Bank plc ("the **Bank**") and [] ("the **Assignor**"), hereby give you notice that on [] the Assignor executed an assignment in the Bank's favour of the Assignor's rights ("the **Rights**") which arise on the occurrence of a termination event under, or the ending of, the Contract ("the **Assignment**").

We understand that you had consented to the Assignment.

As a result of the Assignment, the benefit of all such Rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract ("the **Monies**") should be paid to us at the account of the Bank detailed below ("the **Account**").

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the Rights, as they have been assigned to us.

Please:

(A) confirm that you had consented to the Assignment, that the Contract and the Rights remain in full force and effect and that you have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights; and

(B) acknowledge receipt of this Notice,

by completing the duplicate enclosed and returning it to the Bank.

At the same time, please also send a copy of the signed and completed duplicate to the Assignor.

Account Payment Details

Account Name: Account Number: Sort Code:

Yours faithfully,

For and on behalf of HSBC Bank plc

For and on behalf of [insert name of Assignor]

[ON DUPLICATE]

To HSBC Bank plc

I/We acknowledge receipt of the Notice on [] of which the above is a true copy, give the confirmations set out in the said Notice and agree to pay all Monies arising in respect of the Rights to the Account held at HSBC Bank plc detailed in the said Notice.

For and on behalf of HSBC Invoice Finance (UK) Limited
Assignment of Contract Monies (09/16 Revision)

This Assignment is an important legal document. Please read the notes on the front page before signing this Assignment.

Executed as a Deed by

Cumbria Teaching Agency Limited

acting by a
director

)
)

)
)

Director

(name of director)

in the presence of:

Signature of Witness

Print full name

Address

Occupation

OR

Executed as a Deed by

Cumbria Teaching Agency Limited

acting by
two directors or a director and the
secretary

)
)

)
)
)

JACQUELINE WATERS
(name of director)

Director

{REDACTED}

ANTONIO MARTINEZ
(name of director/secretary)

Director/Secretary

{REDACTED}

For and on behalf of HSBC Bank plc