

MR01

Particulars of a charge

601797/13

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

File this form online

☒ **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 charge is
instrument Use form MR02

WEDNESDAY



A21
14/01/2015
COMPANIES HOUSE
#218

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 02230827

Company name in full St Cloud Care Limited



For official use

→ **Filling 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 08/01/2015

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 Barclays Bank PLC

Name

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

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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

Brief description

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

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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *DWF LLP*

X

This form must be signed by a person with an interest in the charge

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**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 Iain Shurwood

Company name DWF LLP

Address 20 Fenchurch Street

Post town London

County/Region

Postcode E C 3 M 3 A G

Country

DX DX 584 London

Telephone 0207 280 8888

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2230827

Charge code: 0223 0827 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2015 and created by ST CLOUD CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th January 2015.

Dt.

Given at Companies House, Cardiff on 20th January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CHARGE OVER CREDIT BALANCES BY A CHARGOR FOR OWN LIABILITIES

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

To Barclays Bank PLC

- 1 In consideration of your giving or continuing to give time, credit and/or banking facilities and accommodation to me/us, being the party or parties named in Schedule 1 hereto, I/we with full title guarantee hereby charge by way of first fixed charge all sums of money specified in Schedule 2 hereto (the "Deposit(s)" which expression includes all or any part of the money payable pursuant to such deposit(s) and the debt(s) represented thereby), together with all interest from time to time accruing thereon, as security for the payment of all money and the discharge of all liabilities now or at any time hereafter due, owing or incurred to you by me/us (and, if more than one, by us jointly or jointly and severally) on any account or accounts or in respect of any obligation howsoever incurred to you by me/us in whatsoever manner and whether actually or contingently and whether alone or together with another or others and whether as principal or surety and in whatsoever name or style, together with interest, discount, commission and all other charges, costs and expenses for which I/we may be or become liable to you ("the Secured Sums")
- 2 I/we hereby assign to you for the purposes of and to give effect to this security my/our right to require you to repay to me/us the Deposit(s) and to pay interest thereon to me/us
- 3 I/we agree that during the currency of this security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with you or paid to you or held by you, such Deposit(s) shall only be repayable upon written request or demand and I/we shall not be entitled to make any request or demand upon you for repayment of such Deposit(s) or for payment of interest thereon, unless you shall first have agreed to release this security insofar as it concerns such Deposit(s). Any repayment(s) permitted by you shall not be deemed to be a release of this security over any other money or interest then or at any time thereafter forming part of the Deposit(s) or interest accrued thereon. It is hereby expressly agreed that the terms of this security shall override the terms applicable to the Deposit(s)
- 4
 - (a) You may at any time hereafter enforce this security, without notice to me/us and without any further or other consent from me/us, by applying or transferring as you think fit all or part of any money or interest subject to this security at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Sums as you may determine
 - (b) You are hereby irrevocably empowered and authorised as my/our attorney in my/our name and at my/our expense to execute such documents and give such instructions as may be required to give effect hereto, including (without limitation) instructions for the withdrawal of any sums which you may have placed upon my/our behalf with any third party and for the use of any money or interest subject to this security to purchase any currency or currencies required to effect such application
 - (c) You shall not be liable for any loss sustained by me/us in consequence of the exercise of your rights hereunder, including (without limitation) any loss of interest caused by the determination before maturity of any Deposit(s) or by the fluctuation in any exchange rate at which currency may be bought or sold by you
- 5 This security shall be a continuing security notwithstanding any intermediate payments or settlement of accounts or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by you as bankers against me/us or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by you



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- 6 I/we shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this security or my/our right, title or interest therein, or agree to do so
- 7 For the avoidance of doubt, I/we agree that this security is to operate by way of security only in favour of you and that no release of any indebtedness existing now or in the future from you to me/us is intended or effected by this security
- 8 If the persons executing this security are in partnership together and if any change shall at any time occur in the composition of the partnership, then, unless you decide to close the then current account or accounts of the partnership and to open a new account or accounts for the continuing partners, this security shall be a continuing security for all liabilities incurred to you (after as well as before such change) by the persons for the time being constituting such partnership
- 9 Without prejudice to your foregoing rights and as a separate and independent stipulation, I/we agree that you may at any time or times without notice to me/us combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to my/our credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with you or opened by you on my/our behalf with some third party and whether opened in my/our name or in your name or otherwise) with all or such part of the Secured Sums as you may determine (whether presently payable or not)
- 10 Where this security is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this security the singular shall include the plural and vice versa

In Witness whereof these presents were executed as a deed this

8th day of

January

2014 2015

SCHEDULE 1

(the Chargor(s))

FULL NAME(S)	ADDRESS(ES) (REGISTERED OFFICE IF A COMPANY)
St Cloud Care Ltd	The Boynes, Upper Hook Road, Upton upon Severn, Worcestershire, WR8 0SB

SCHEDULE 2

PART 1

Definition of the Deposit(s)

* In this security the expression "Deposit(s)" means all sums of money in any currency

- (a) deposited or paid by me/us now or at any time hereafter to the credit of the account(s) ~~(if any) with you specified in Part 2 of this Schedule 2 and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with you-~~ for the deposit or holding of all or part of the money or interest subject to this security, and
- ~~(b) deposited or paid by me/us with or to you or held by you on my/our behalf pursuant to the deposit contract(s) (if any), short particulars of which are given in Part 3 of this Schedule 2, and~~
- (c) deposited or paid by me/us ~~with or to you or held by you~~ on my/our behalf (whether in an account or otherwise) now or at any time during the currency of this security, unless you agree in writing before such deposit or payment is made that it shall not be subject to this security (provided that this paragraph shall not extend to any money in any current account); and
- (d) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs,

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and whether any such account is opened in the name of all or any of us ~~or in your name~~ or otherwise

*(Delete any of the foregoing paragraphs if it is inapplicable and initial against this alteration)

PART 2

Details of Charged Account(s)


- | | |
|---|---|
| 1 | Bank National Westminster Bank PLC
Name St Cloud Care Ltd
Sort Code [REDACTED]
Account Number [REDACTED] |
| 1 | Bank National Westminster Bank PLC
Name St Cloud Care Ltd
Sort Code [REDACTED]
Account Number [REDACTED] |
| 2 | Bank National Westminster Bank PLC
Name St Cloud Care Ltd
Sort Code [REDACTED]
Account Number [REDACTED] |

~~PART 3~~~~Details of Charged Deposit Contract(s) []~~

<div></div>

Executed as a deed by St Cloud Care Limited

 Director

 (Personal Assistant / HR)
Witness
(B A ASTON)
(if sole signatory only)

Director/Secretary

Registered Number

02230827

The address of the Bank for service is

Certified that, save for material redacted pursuant to s859G of the Companies Act 2006, this instrument is a true and correct copy of the original instrument.

 (DWF LLP)

DWF LLP, 20 Fenchurch Street, London, EC3M 3AG

09/01/2015