



Registration of a Charge

Company name: **BAXI PARTNERSHIP LIMITED**

Company number: **00367875**



X81S4F76

Received for Electronic Filing: **22/03/2019**

Details of Charge

Date of creation: **15/03/2019**

Charge code: **0036 7875 0004**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 367875

Charge code: 0036 7875 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2019 and created by BAXI PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2019 .

Given at Companies House, Cardiff on 25th March 2019

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 15 March 20 19

Baxi Partnership Limited

to

HSBC UK Bank plc

SECURITY OVER CASH DEPOSITS

IMPORTANT - PLEASE READ THE FOLLOWING NOTES BEFORE SIGNING THIS DEED

- This document is a Deed creating a charge over cash deposits made by you as described in this Deed. It also allows HSBC UK Bank plc to set off or transfer those cash deposits as described in this Deed.
- We, HSBC UK Bank plc, will hold this Deed as security for all present and future debts, money and liabilities you owe to us (including interest, fees, costs and expenses) referred to as the "Debt" in clause 1 of this Deed. What this means is that only your liabilities under the guarantee or indemnity referred to in clause 1, together with the other liabilities mentioned in that clause, are secured by this Deed.
- This means (among other things) that if any of the Debt is not paid when due, we can set off or transfer the cash deposits and/or combine any account this Deed refers to with any other account which you have with us or apply those deposits in payment of the Debt.
- The Debt may include overdrafts, loans or money due under any other facilities that we have granted to you or grant to you in the future. The Debt 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 by you to be responsible for the liabilities of another customer or for liabilities incurred by us on your behalf.
- This Deed is separate from, and not limited by, any other deed, agreement or arrangement, mortgage or guarantee which may already have been given to us or which may be given in the future.
- This Deed does not replace any earlier guarantee, indemnity or security document that you may have granted us.
- This Deed contains other terms which affect you.

This Deed is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

Bank Reference: SC3828635644

THIS DEED is made on 15 March 2019

BY Baxi Partnership Limited Company Number 00367875 ("you" or the "Chargor"),

IN FAVOUR OF HSBC UK BANK PLC (the "Bank").

Meaning of certain words and phrases

1. (a) "Account" means your account(s) with the Bank that are referred to in the schedule, as from time to time renewed, substituted, renumbered or redesignated;
- (b) "Deposit" means all your present and future rights to, and interest in, all of the amounts from time to time credited to, the Account (less that which is, with the Bank's agreement, debited to the Account). This includes and shall extend to all interest that is credited to the Account (but not interest that is credited to an account that is not charged by this Deed) and other benefits arising in connection with the Account and those amounts unless the Bank otherwise agrees in writing;
- (c) "Debt" means:
 - (i) all money and liabilities (whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity) which you owe the Bank under the Guarantee dated _____ under which you guaranteed the liabilities of UBH International Limited (as such guarantee is amended, novated, supplemented, extended, restated, or replaced from time to time); and
 - (ii) the money agreed to be paid by you under Clauses 16 and 32 below.

The Debt is not any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank

Agreement to pay the Debt

2. You agree, as a principal debtor and primary obligor, to pay and discharge the Debt when it is due to be paid and discharged. You acknowledge and agree that the Debt shall, in the absence of express written agreement by the Bank to the contrary, be due and payable to the Bank upon demand.

Fixed charge over the Deposit

3. You, with full title guarantee, and as a continuing security for the payment and discharge of the Debt, charge the Deposit by way of first fixed charge.
4. If or to the extent that the charging of the Deposit is ineffective, you hold it on trust for the Bank.

Set-off and related rights

5. The Bank may, without notice and whether or not this Deed shall have become enforceable:
 - (a) set off or transfer the Deposit (or any part of it) in payment or discharge of the Debt (or any part of it);
 - (b) combine any Account with any other account which you have with the Bank; and
 - (c) for the purposes of this clause and this Deed (including when enforcing its charge under Clause 13), 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 29. For the same purposes, the Bank may certify or determine the amount of a rate or amount applicable or due under this Deed 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.

Maintenance of the Deposit

6.
 - (a) You shall at all times maintain a Deposit of at least the amount specified in the Schedule to this Deed (if any such amount is so specified). Regardless of any other provision of this Deed, if the Deposit exceeds the amount specified in the Schedule the excess will be available to you.
 - (b) The Bank has no duty to account to you for or in respect of the Deposit (or any part of it) and you must not claim or withdraw or (except as expressly permitted by this Deed) mortgage, assign, charge, pledge, declare a trust over, transfer, deal in or dispose of the Deposit (or any part of it, or any right title or interest in or to it) until it becomes available in accordance with Clause 7 below, but subject always to Clause 8 below.

Availability of the Deposit to you and Ownership of Deposit

7. The Deposit will become available to you (but if deposited for a fixed period, subject to the terms of that fixed deposit) on the first date on which the Bank is satisfied that there is no outstanding Debt and the Bank is not obliged (actually or contingently) to do anything which would cause any Debt to arise at a later date.
8. If the Deposit (or any part of it) becomes available to you under Clause 7 above, the Bank may exercise any other rights which the Bank may have against the Deposit (or that part of it) which may include statutory or other rights of set-off, combination and transfer.
9. You represent and warrant to the Bank on the date of this Deed, and on each later date until the security constituted by this Deed is discharged, that (subject only to the security created by this Deed):
 - (a) all persons who have any right, title or interest in or to the Deposit are parties to this Deed as the Chargor; and
 - (b) you or, if there is more than one of you, all of you together, are the sole, legal and beneficial owner(s) of the Deposit.

Deposit held for a fixed period

10. Any agreement that the Deposit (or any part of it) is to be held on deposit for a fixed period:
 - (a) will only be effective for the purposes of calculating and paying interest;
 - (b) will not affect any of the Bank's rights under this Deed; and
 - (c) will not stop the Bank from exercising its rights or taking any other action under this Deed during the fixed period.
11. When exercising its rights under this Deed (including under either of Clauses 5 or 13), the Bank can override and end any fixed deposit period and adjust any interest payable by the Bank accordingly.
12. When a fixed deposit period ends, the Bank will, until the Deposit becomes available in accordance with clause 7 above, continue to hold that amount on the agreed terms or, if there is no agreement, on the terms that the Bank reasonably considers appropriate.

When the Charge created by this Deed becomes enforceable

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

- (c) you enter into any composition or arrangement with your creditors; or
- (d) any step is taken for the administration or winding up (which includes, in either case, the board of directors of the Chargor in general meeting, passing a resolution for the same) or bankruptcy of the Chargor (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) a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Chargor shall seek to enforce his security in respect of, all or any of the Deposit or any other event shall happen which puts in jeopardy all or any part of the security created by this Deed; or
- (f) 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) any other event shall occur which has been agreed by 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 Deed or otherwise, and without notice to you) may apply or appropriate the Deposit in or towards the discharge of the Debt.

Subject to claims having priority to the charge created by, and the Bank's other rights and remedies under, this Deed, if the Bank exercises its rights or remedies as chargee under this Clause 13, it shall apply or appropriate the Deposit 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 Deed.
- (b) In payment of any surplus to you or any other person entitled to it.

Power of Attorney

- 14. (a) You irrevocably, and by way of security, appoint the Bank and any of its delegates, jointly and also individually, to be your attorney and attorneys. Any attorney is authorised by you to do all things which you may be required to do under this Deed. This includes (without limitation) any action which the Bank (or any such delegate) may:
 - (i) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Deed; or
 - (ii) the exercise of any of the powers, authorities and discretions conferred under it.
- (b) You ratify and confirm (and agree to do so) whatever any such 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 to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

Delegation

- 15. The Bank shall be entitled to delegate by power of attorney, or in any other manner, to any person or persons all or any of its powers, authorities and discretions available to the Bank under this Deed. No such delegation shall prevent the subsequent exercise of the powers, authorities and discretions by the Bank itself or prevent the Bank from making any subsequent delegation of them to some other person, and the Bank may revoke any such delegation at any time.

Indemnity

16. You agree to fully indemnify the Bank 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 Deed (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 Deed.

Exclusion of Liability

17. Neither the Bank nor any of its delegates, officers or employees shall have any responsibility or liability:
- (a) for any action taken in relation to the Deposit;
 - (b) for any failure to take any action in relation to the Deposit;
 - (c) to account as mortgagee in possession or for any loss upon realisation of the Deposit;
 - (d) for any loss resulting from any fluctuation in exchange rates in connection with any sale or purchase or conversion of currencies under Clause 29; or
 - (e) for any other default or omission in relation to the Deposit for which a mortgagee in possession might be liable,

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

Additional security, independence and binding nature

18. The Bank may secure the Debt (or any part of it) in ways other than those described in this Deed. The Bank's rights in relation to any other security for the Debt (or any part of it) are not affected by the Bank's rights under this Deed, nor vice versa.
19. The Bank's rights under this Deed are in addition to, and independent of, any guarantee or other security which the Bank may hold from at any time for the Debt and any lien or other rights the Bank may have to set off, combine or consolidate any of your accounts.
20. No guarantee or other security held from time to time by the Bank over the Deposit or in respect of the Debt shall merge with the Bank's rights under this Deed.
21. If more than one person is named in this Deed as "you" or if this Deed otherwise contemplates execution by more than one person in favour of the Bank, but not all such persons execute this Deed, the person or persons who do execute this Deed shall be as fully bound by it as if all such persons had validly executed and delivered this Deed.

Rights, remedies and powers

22. The rights and remedies of the Bank under this Deed are addition to, and not in substitution for, any rights or remedies provided by law.
23. The Bank may exercise any of its rights or remedies under this Deed without prior notice to you.
24. The restriction on consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Deed.

Duration of this Deed

25. This Deed shall remain 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 releases it.

Interest

26. Unless the Bank otherwise directs from time to time, interest accruing on the Deposit (or any part of it) will not be added to the Deposit, but shall be credited to an account of the Chargor that is not charged by this Deed.

Bank's powers to deal with Accounts and Money Received

27. (a) If the Bank receives notice of any subsequent charge or other interest affecting all or any of the Deposit, the Bank may open a new account or accounts for the Chargor in its books.
- (b) If the Bank does not do so, it shall be regarded as having done so unless the Bank gives express written notice to the contrary to the Chargor. Notwithstanding any appropriation by the Chargor to the contrary, as from the time of receipt of such notice, all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor. Such payments will not be applied in reduction of the amount due, owing or incurred from the Chargor to the Bank at the time when it received the notice.
- (c) All monies received, recovered or realised by the Bank under this Deed (including the proceeds of any conversion under Clause 29 may, in the reasonable discretion of the Bank, be credited to any suspense or impersonal account.
- (d) They may be held in such account (where they shall not reduce the Debt) for so long as the Bank may think fit pending the application from time to time of such monies and all accrued interest (at the rate, if any, agreed in writing between you and the Bank from time to time) in or towards the discharge of the Debt.
28. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt or any sums payable by you under or in connection with this Deed.

Currency conversion

29. The Bank may convert any money received, recovered or realised under this Deed (including the proceeds of any previous conversion under this Clause) from the currency in which it is received, recovered or realised into any other currency. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange.
30. 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 others

31. The Bank may, in its discretion, grant time, or make any other arrangement, variation or release with any person or persons not party to this Deed (whether or not such person or persons are jointly liable with you) in respect of any of the Debt or of any other security for it. If it does, it will not in any way adversely affect either this Deed or your liability for the Debt.

Payment of costs, charges and expenses

32. You shall reimburse 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:-
- (a) in ensuring this Deed is effective;

- (b) in connection with the improvement, perfection or protection of the security created by this Deed;
- (c) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Deed,

(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 the Account or any account in your name with the Bank. 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 Deed.

Preservation and Retention of Security

- 33. (a) Any settlement, discharge or release (including in relation to this Deed or the Debt) between (i) you and (ii) the Bank shall be conditional upon no security given, or payment made, to the Bank by you (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 you subsequently as if such settlement, discharge or release had not occurred.

Non-Assignment

- 34. You may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under this Deed (other than to the Bank) unless the Bank otherwise agrees in writing.

Joint and individual responsibilities

- 35. If there is more than one of you, your obligations and liabilities under this Deed apply to each of you individually as well as jointly. Where more than one person is named in this Deed as "you", and this Deed is unenforceable or otherwise ineffective against any of you, none of the rest of you will be released from your responsibilities under this Deed.

Severance and modification of clauses

- 36. If any of the clauses (or part of a clause) of this Deed 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.
- 37. 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.

Interpretation

- 38. (a) In this Deed:
 - (i) the headings are used for guidance only;
 - (ii) a reference to a person includes a body corporate;

- (iii) a reference to you includes a reference to your legal personal representative, successors and transferees;
- (iv) references to the singular include the plural and vice versa;
- (v) a reference to the Bank includes a reference to its successors and transferees;
- (vi) "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
- (vii) "other" and "otherwise" shall not have their meaning narrowed by any preceding words where a wider construction is possible.

Notice, Governing Law and Jurisdiction

39. (a) The Bank may serve any notice or other communication under this Deed:
- (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
 - (ii) 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. Any demand or notice may be served by any manager or officer of the Bank.
40. (a) English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.
- (b) Both you and the Bank submit to the exclusive jurisdiction of the courts of England and Wales 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 Deed.

Disclosure of Information

41. You consent to the disclosure by the Bank of any information about you, this Deed, the Deposit and the Debt:-
- (a) to any person to whom the Bank has transferred, or proposes or may propose to transfer, all or any of its rights under this Deed and/or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer; and/or
 - (b) to any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in connection with this Deed and/or the Debt; and/or
 - (c) to 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; and/or
 - (d) to any insurer who is to, or who proposes to, provide insurance to the Bank in respect of the charged property, this Deed and/or the Debt; and/or
 - (e) to any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

42. (a) The Bank may transfer all or any of its rights under this Deed and/or the Debt to any person at any time.
- (b) If the Bank transfers all or any of its rights under this Deed and/or the Debt, your rights under this Deed and/or the Debt (as the case may be) will stay exactly the same.
- (c) You will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (d) 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 of your rights under this Deed and/or the Debt.
- (e) You will not transfer all or any part of your rights under this Deed and/or the Debt without the prior written consent of the Bank.
- (f) 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

43. (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 Deed and its ability to enforce it;
 - (ii) the value of that which is secured to the Bank and its ability to sell the same;
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Deed as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, the Chargor agrees 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 Deed or the value of that which is secured by it; or
 - (ii) the Bank's ability to recover the Debt.
- (c) Where the words "the Bank reasonably considers appropriate" appear in any clause, you agree that it is reasonable for the Bank to consider something appropriate if, in the Bank's reasonable opinion, it will or might assist in:

- (i) the enforcement or preservation of the Bank's rights under this Deed or the Deposit;
or
- (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

44. (a) If any of the Clauses (or part of a Clause) and/or any of the paragraphs (or part of a paragraph) becomes invalid or unenforceable in any way under any law, the validity of the remaining Clauses (or part of a Clause) or paragraph (or part of a paragraph) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable Clause or paragraph mentioned above (or part of either) 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.

Chargor's compliance with Memorandum and Articles of Association

45. Any Chargor that is a company confirms that this Deed does not contravene any of the provisions of its Memorandum and Articles of Association.

IN WITNESS this Deed has been executed and is intended to be and is delivered on the date set out at the beginning of this Deed.

SCHEDULE 1

Your Business Money Manager account numbered: [REDACTED] 1160

Minimum Deposit - £1,000,000.00 (One Million pounds sterling)

You must at all times maintain a Deposit of at least £1,000,000.00 (One Million pounds sterling)

Account

Notice period

IMPORTANT - PLEASE READ THE NOTES ON THE FRONT PAGE BEFORE SIGNING THIS DEED

Executed as a Deed by)
Baxi Partnership Limited)
acting by a)
director)



EWAN STUART HALL Director
name of director

in the presence of:

Signature of witness: [Redacted]

Print full name: MALGORZATA HOJUK

Address: [Redacted]

Occupation Consultant

OR

Executed as a Deed by)
Baxi Partnership Limited)
acting by)
two directors or a director and the)
secretary)

(name of director) Director

(name of director/secretary) Director/Secretary