



**Registration of a Charge**

Company Name: **FILTERLIGHT LIMITED**

Company Number: **01634239**



XBEBGC9U

Received for filing in Electronic Format on the: **10/10/2022**

**Details of Charge**

Date of creation: **30/09/2022**

Charge code: **0163 4239 0003**

Persons entitled: **WESLEYAN BANK LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS 5 & 5A CONEY HALL PARADE, WEST WICKHAM, BR4 9JB AND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER SGL504254**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MIKE LINFORD**



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

Company number: 1634239

Charge code: 0163 4239 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by FILTERLIGHT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th October 2022 .

Given at Companies House, Cardiff on 13th October 2022

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**

**THIRD PARTY**

**LEGAL CHARGE OF PROPERTY**

**BY INDIVIDUAL THIRD PARTY FOR CORPORATE OR  
INDIVIDUAL BORROWER (NON REGULATED/OUTSIDE CONSUMER  
CREDIT REGIME)**

between

**WESLEYAN BANK LIMITED**

**AND**

**APS ESTATES LIMITED**

and

**FILTERLIGHT LIMITED**

We hereby certify this to be a true  
copy of the original

Signed: *Talbots Law*.....

Dated: *10-10-22*.....  
Talbots Law Ltd, 25-27 Hagley Road,  
Stourbridge, West Midlands, DY8 1QH

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THIS LEGAL CHARGE dated 30 September 2022

IS MADE AS A DEED between the parties set out below:

- (1) **WESLEYAN BANK LIMITED** whose principal place of business is at Colmore Circus, Birmingham, B4 6AR, (the “Bank”);
- (2) **APS ESTATES LIMITED** incorporated and registered in England and Wales with company number 13005456 whose registered office is at 27 27 Wickham Avenue, London, England, CR0 8TZ (the “Borrower”).and
- (3) **FILTERLIGHT LIMITED** incorporated and registered in England and Wales with company number 01634239 whose registered office is at 5 Kingsway, West Wickham, Kent, BR4 9JB (the “Third Party”).

#### **BACKGROUND**

- (A) The Bank has agreed from time to time to make available loan facilities to the Borrower on a secured basis.
- (B) The Third Party is the owner of the Property.
- (C) Under this deed, the Third Party has agreed to guarantee to the Bank the obligations of the Borrower to the Bank.
- (D) The Third Party has agreed to charge the Property to the Bank as security for the Secured Liabilities of the Borrower.

#### **Agreed terms**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this deed of legal charge.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Chargor:** means the Third Party

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

**Environmental Licence:** any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

**Event of Default:** shall bear the same meaning as set out in the Facility Letter and/or the agreements from time to time which make up the basis of the Secured Liabilities.

**Facility Letter:** any facility letter, loan agreement or other arrangement between the Bank and the Borrower made at any time, either alone or with any other party, which is intended to be secured by this deed.

**Finance Documents:** shall have the meaning given to that expression in the Facility Letter and shall include the Facility Letter and this deed.

**Loan:** The amount stated within the Facility Letter

**LPA 1925:** the Law of Property Act 1925.

**Property:** the freehold or leasehold property owned by the Chargor described in *Schedule 1*.

**Receiver:** a receiver and/or manager of the Property.

**Secured Liabilities:** all present and future monies, obligations and liabilities from time to time owed by the Borrower to the Bank, whenever and howsoever incurred, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with all interest (including, without limitation, default interest) accruing in respect of those monies, fees, costs, expenses, obligations and liabilities.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect together with any guarantee, indemnity, suretyship, letter of credit, performance bond or any other agreement or arrangement having a similar effect.

**Security Period:** the period starting on the date of this deed of legal charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**Valuation:** any valuation relating to the Property supplied to the Bank by the Borrower and/or Chargor (or on its behalf).

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

## 1.2 Interpretation

In this deed of legal charge:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that

person's personal representatives, successors, permitted assigns and permitted transferees;

- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and for the avoidance of doubt, if there is more than one Chargor, Third Party and/or Borrower, unless expressly stated otherwise, each reference to 'Chargor' "Third Party" and/or "Borrower" shall include a reference to all of them jointly and each of them individually;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** does not include e-mail;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed of legal charge** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- ~~(k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;~~
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;



- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### 1.3 **Clawback**

If the Bank considers that an amount paid by the Borrower and/or the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy or insolvency of the Borrower, the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed of legal charge.

### 1.4 **Nature of security over real property**

A reference in this deed of legal charge to a mortgage or charge of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

### 1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated into this deed of legal charge.

### **Rights of Others**

- 1.6 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed of legal charge.

### 1.7 **Schedules**

The Schedules form part of this deed of legal charge and shall have effect as if set out in full in the body of this deed of legal charge. Any reference to this deed of legal charge includes the Schedules.

**2. COVENANT TO PAY**

The Chargor shall, on demand, pay to the Bank and discharge the Secured Liabilities when they become due, **provided always that:**

- (a) the maximum principal amount recoverable by the Bank from the Third Party under this deed of legal charge shall not exceed the value of the Third Party's interest in the Property (if less than the Secured Liabilities); and
- (b) the maximum principal amount recoverable from the Borrower under this deed of legal charge shall not exceed the Secured Liabilities.

**3. INTEREST**

If the Chargor fails to make any payment due under this deed of legal charge on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at the default rate of interest specified in the Facility Letter and/or the agreements from time to time which make up the basis of the Secured Liabilities.

**4. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor charges the Property, with full title guarantee, to the Bank by way of first legal mortgage.

**5. PERFECTION OF SECURITY**

The Chargor consents to an application being made by the Bank to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated *30 September* 2022 in favour of Wesleyan Bank Plc referred to in the charges register."

**6. LIABILITY OF THE CHARGOR**

**6.1 Liability not discharged**

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may now or after the date of this deed have from or against the Borrower, the Chargor or any other person in connection with the Secured Liabilities;
- (c) any act or omission by the Bank or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Chargor or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities including, without limitation, any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to the Borrower, the Chargor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Chargor or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Chargor or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from the Borrower, the Chargor or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.

## 6.2 Immediate recourse

The Chargor waives any right it may have to require the Bank:

- (a) to take any action or obtain judgment in any court against the Borrower or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

## 6.3 Non-competition

The Chargor warrants to the Bank that it has not taken or received, and shall not take, exercise or receive the benefit of any of the rights referred to in clause 6.2, ("**Rights**") from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this deed but:

- (a) if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the Bank for application in or towards the discharge of the Secured Liabilities under this deed; and
- (b) on demand by the Bank, the Chargor shall promptly transfer, assign or pay to the Bank all Rights and all monies from time to time held on trust by the Chargor under this clause 6.3.

**7. REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Bank in the terms set out in *Schedule 2* on each day during the Security Period.

**8. COVENANTS**

The Chargor covenants with the Bank in the terms set out in *Schedule 3*.

**9. POWERS OF THE BANK**

The Bank shall have the powers set out in *Schedule 4*.

**10. WHEN SECURITY BECOMES ENFORCEABLE**

The security constituted by this deed of legal charge shall be immediately enforceable if an Event of Default occurs.

After the security constituted by this deed of legal charge has become enforceable, the Bank may, in its absolute discretion, enforce all or any part of that security at the time, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

**11. ENFORCEMENT OF SECURITY**

**11.1 Enforcement of security**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed of legal charge) shall, as between the Bank and a purchaser from the Bank, arise on and be exercisable at any time after the execution of this deed of legal charge, but the Bank shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default has been remedied or waived) whereupon it shall become immediately exercisable.

- (b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed of legal charge.

#### **11.2 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Bank and any Receiver, at any time after the security constituted by this deed of legal charge has become enforceable, whether in its own name or in that of the Chargor, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders for leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including payment of money to a lessee or tenant on a surrender) as the Bank or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LA 1925.

#### **11.3 Prior Security**

At any time after the security constituted by this deed of legal charge has become enforceable, or after any powers conferred by any Security having priority to this deed of legal charge shall have become exercisable, the Bank may:

- (a) redeem such or any other prior Security;
- (b) procure the transfer of that Security to itself; and/or
- (c) settle any account of the older of any prior Security.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Bank to an encumbrancer in settlement of such an account shall be, as from its payment by the Bank, due from the Chargor to the Bank on current account and shall bear interest at the default rate of interest specified in the Facility Letter and be secured as part of the Secured Liabilities.

#### **11.4 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Bank or Receiver shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power of the Bank or the Receiver is purporting to exercise, has become exercisable or is properly exercisable; or
- (c) how any money paid to the Bank or any Receiver is to be applied.

- (d) A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

#### **11.5 Privileges**

Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **11.6 No liability as mortgagee in possession**

Neither the Bank nor the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall either of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any or the Property for which a mortgagee in possession might be liable as such.

#### **11.7 Relinquishing possession**

If the Bank or any Receiver enters into or takes possession of the Property, he may at any time relinquish possession.

#### **11.8 Conclusive discharge to purchasers**

The receipt of the Bank or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Bank and the Receiver may do so for such consideration, in such manner and on such terms as he thinks fit.

### **12. RECEIVERS**

At any time after the security constituted by this deed of legal charge has become enforceable the Bank may, without further notice, appoint by way of a deed or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Property.

The Bank may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of a deed or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

The Bank may fix the remuneration of the Receiver without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed of legal charge, which shall be due and payable immediately on its being paid by the Bank.

The power to appoint a Receiver conferred by this deed of legal charge shall be in addition to all statutory and others powers of the Bank under the Insolvency Act 1986, the LPA 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

The power to appoint a Receiver (whether conferred by this deed of legal charge or by statute) shall be, and remain, exercisable by the Bank despite any prior appointment in respect of all or any part of the Property.

Any Receiver appointed under this deed of legal charge shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of the Receiver shall continue until the Chargor becomes bankrupt and/or insolvent

### **13. POWERS OF RECEIVER**

The Receiver shall have the powers set out in *Schedule 5*.

### **14. APPLICATION OF PROCEEDS**

#### **14.1 Order of application**

All monies received by the Bank or the Receiver under this deed of legal charge after the security constituted by this deed of legal charge has become enforceable (other than any sums received under any insurance policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of, or provision for, all costs, charges and expenses incurred by or on behalf of the Bank (and any Receiver appointed by it) under or in connection with this deed of legal charge and all remuneration due to any Receiver under or in connection with this deed of legal charge;
- (b) in or towards payment of, or provision for, the Secured Liabilities in such order and manner as the Bank determines; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

#### **14.2 Appropriation**

Neither the Bank or the Receiver shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **15. COSTS AND INDEMNITY**

### **15.1 Costs**

The Chargor shall pay to, or reimburse the Bank on demand, on a full indemnity basis, all costs and liabilities incurred by the Bank, in relation to:

- (a) this deed of legal charge or the Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's or Receiver's rights under this deed of legal charge; or
- (c) suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this deed of legal charge or the Secured Liabilities or incurred in or suffered by any default or delay by the Chargor in performing any of its obligations under this deed of legal charge.

### **15.2 Indemnity**

The Chargor shall indemnify the Bank and the Receiver on a full indemnity basis in respect of all costs incurred or suffered by any of them in or as a result of:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed of legal charge or by law in respect of the Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed of legal charge; or
- (c) any default or delay by the Chargor in performing any of its obligations under this deed of legal charge.

Any representative of the Bank or the Receiver may enforce the terms of this clause 15 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **16. FURTHER ASSURANCE**

The Chargor shall, at its own expense, take whatever action the Bank or the Receiver may reasonably require in respect of any of the following:

- (a) Creating, perfecting or protecting the security intended to be created by this deed of legal charge.
- (b) Facilitating the realisation of any of the Property and/or
- (c) Facilitating the exercise of any right, power, authority or discretion exercisable by the Bank or the Receiver in respect of any of the Property,

including, without limitation, if the Bank thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part



of, or intended to form part of, the Property (whether to the Bank or its nominee) and the giving of any notice, order or direction and the making of any registration.

**17. RELEASE**

Subject to clause 19.3, on the expiry of the Security Period (but not otherwise), the Bank shall, at the request and cost of the Chargor, take whatever action is necessary to release the Property from the security constituted by this deed of legal charge.

**18. ASSIGNMENT AND TRANSFER**

**18.1 Assignment by Bank**

- (a) At any time, without the consent of the Chargor, the Bank may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Bank considers appropriate.

**18.2 Assignment by Chargor**

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

**19. CONTINUING SECURITY**

**19.1 Independent security**

This deed of legal charge shall be in addition to, and independent of, every other security or guarantee which the Bank may hold for any of the Secured Liabilities at any time. No prior security held by the Bank over the whole or any part of the Property shall merge in the security created by this deed of legal charge.

**19.2 Continuing security**

This deed of legal charge shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Bank discharges this deed of legal charge in writing.

**19.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy or otherwise. Despite any such release, discharge or settlement:

- (a) the Bank may retain this deed of legal charge and the security created by or under it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and
- (b) the Bank may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

#### **19.4 Certificates**

A certificate or determination by the Bank as to any amount for the time being due to it from the Chargor, shall be, in the absence of any manifest error, conclusive evidence of the amount due.

#### **19.5 Rights cumulative**

The rights and powers of the Bank conferred by this deed of legal charge are cumulative, may be exercised as often as the Bank considers appropriate, and are in addition to its rights and powers under the general law.

#### **19.6 Waivers**

Any waiver or variation of any right by the Bank (whether arising under this deed of legal charge or under the general law) shall only be effective if it is in writing and signed by the Bank and applies only in the circumstances for which it was given, and shall not prevent the Bank from subsequently relying on the relevant provision.

#### **19.7 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Bank shall, in any way, preclude the Bank from exercising any right or power under this deed of legal charge or constitute a suspension or variation of any such right or power.

#### **19.8 Delay**

No time or forbearance allowed by the Bank to the Chargor and no delay or failure to exercise any right or power under this deed of legal charge shall operate as a waiver.

#### **19.9 Single or partial exercise**

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

#### **19.10 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed of legal charge.

**19.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed of legal charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

**19.12 Counterparts**

This deed of legal charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**20. NOTICES**

**20.1 Service**

Each notice or other communication required to be given under, or in connection with, this deed of legal charge shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter; and
- (b) sent:
  - (i) to the Third Party and the Borrower at the above mentioned address:
  - (ii) to the Bank at:

Wesleyan Bank Limited, Colmore Circus, Birmingham, B4 6AE.

Attention: CommercialUnderwriting

or to such other address as is notified in writing by one party to the other from time to time.

**20.2 Receipt by Chargor**

Any notice or other communication that the Bank gives shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 20.2(a) or clause 20.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

**20.3 Receipt by Bank**

Any notice or other communication given to the Bank shall be deemed to have been received only on actual receipt.

**21. GOVERNING LAW**

This deed of legal charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22. JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 Property**

#### **Description of Property:**

Freehold property known as 5 & 5a Coney Hall Parade, West Wickham, BR4 9JB and registered at HM Land Registry with Title Number SGL504254

## **Schedule 2 Representations and warranties**

### **1. OWNERSHIP OF PROPERTY**

The Chargor is the legal and beneficial owner of the Property and has good and marketable title to the Property.

### **2. NO ENCUMBRANCES**

The Property is free from Encumbrances other than the Security created by this deed of legal charge.

### **3. ADVERSE CLAIMS**

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

### **4. ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

### **5. NO BREACH OF LAWS**

There is no breach of any law or regulation which materially adversely affects the Property.

### **6. NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

### **7. NO OVERRIDING INTERESTS**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

### **8. AVOIDANCE OF SECURITY**

No Security expressed to be created under this deed of legal charge is liable to be avoided, or otherwise set aside, on the bankruptcy or insolvency of the Chargor or otherwise.

### **9. NO PROHIBITIONS OR BREACHES**

There is no prohibition on the Chargor assigning its rights in the Property and the entry into this deed of legal charge by the Chargor does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Chargor or its assets.

### **10. ENVIRONMENTAL COMPLIANCE**

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

**11. INFORMATION FOR VALUATIONS**

- 11.1 All written information supplied by the Chargor or on its behalf for the purpose of each Valuation was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given.
- 11.2 The information given in clause 11.1 of this schedule 2 was complete and the Chargor did not omit to supply any information which, if disclosed, would adversely affect the Valuation.
- 11.3 Nothing has occurred since the date the information referred to in clause 11.1 was supplied and the date of this deed which would adversely affect such Valuation.

## **Schedule 3 Covenants**

### **Part 1. General covenants**

#### **1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not at any time, except with the prior written consent of the Bank:

- (a) create or permit any Security on, or in relation to, the Property other than any Security created by this deed of legal charge;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of any other party.

#### **2. PRESERVATION OF PROPERTY**

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank or materially diminish the value of any of the Property or the effectiveness of the security created by this deed of legal charge.

#### **3. COMPLIANCE WITH LAWS AND REGULATIONS**

3.1 The Chargor shall not, without the Bank's prior written consent, use or permit the Property to be used in any way contrary to law.

3.2 The Chargor shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Property or the use of it or any part of it;
- (b) promptly undertake any maintenance, modifications, alterations or repairs to be carried out on or in connection with the Property that are required to be made by it under any law or regulation.

3.3 The Chargor shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew the Property or any part of it.

#### **4. ENFORCEMENT OF RIGHTS**

The Chargor shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Bank may require from time to time.

#### **5. NOTICE OF MISREPRESENTATIONS OR BREACHES**

The Chargor shall promptly on becoming aware of the same, give the Bank notice in writing of:



5.1 Any representation or warranty set out in *Schedule 2* which is incorrect or misleading in any material respect when made or deemed to be repeated; and

5.2 Any breach of covenant set out in this deed of legal charge.

**6. CHARGOR'S WAIVER OF SET-OFF**

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed of legal charge).

**7. NOTICE OF BREACHES**

The Chargor shall, promptly on becoming aware of any of the same, give the Bank notice in writing of any breach of:

- (a) any representation or warranty set out in *Schedule 2*; and
- (b) any covenant set out in *Schedule 3*.

**Part 2. Property covenants**

**1. REPAIR AND MAINTENANCE**

The Chargor shall keep the Property and fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

**2. NO ALTERATIONS**

2.1 The Chargor shall not, without the prior written consent of the Bank:

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of *Schedule 3*).

2.2 The Chargor shall promptly give notice to the Bank if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

**3. DEVELOPMENT RESTRICTIONS**

The Chargor shall not, without the prior written consent of the Bank:

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed.

#### **4. INSURANCE**

- 4.1 The Chargor shall insure and keep insured (or where insurance is the responsibility of the landlord under the terms of the lease, procure that the landlord insures and keeps insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Bank reasonably requires to be insured against from time to time.
- 4.2 The Chargor shall, if requested by the Bank, produce to the Bank the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 2, Schedule 3 (or where such insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

#### **5. INSURANCE PREMIUMS**

The Chargor:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Bank so requires) produce to the Bank the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

#### **6. NO INVALIDATION OF INSURANCE**

The Chargor shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

#### **7. INSURANCE POLICIES' PROCEEDS**

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this deed of legal charge has become enforceable) shall:

- (a) immediately be paid to the Bank; or

- (b) if they are not paid directly to the Bank by the insurers, be held, pending such payment, by the Chargor upon trust for the Bank.

**8. LEASES AND LICENCES AFFECTING THE PROPERTY**

The Chargor shall not, without the prior written consent of the Bank which consent, in the case of paragraph 8(d), is not to be unreasonably withheld or delayed in circumstances in which the Chargor may not unreasonably withhold or delay its consent:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

**9. NO RESTRICTIVE OBLIGATIONS**

The Chargor shall not, without the prior written consent of the Bank, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

**10. PROPRIETARY RIGHTS**

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Bank.

**11. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Chargor shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Bank so requires) produce to the Bank evidence sufficient to satisfy the Bank that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

**12. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Chargor shall:

- 12.1 Give full particulars to the Bank of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 12.2 If the Bank so requires, immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Bank in making, such objections or representations in respect of any such Notice as the Bank may desire.

**13. PAYMENT OF RENT AND OUTGOINGS**

The Chargor shall:

- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

**14. CONDUCT OF BUSINESS ON PROPERTY**

The Chargor shall carry on its trade and business on those parts (if any) of the Property as are used for the purpose of a trade or business in accordance with the standards of good management from time to time current in such trade or business.

**15. RENT REVIEWS**

The Chargor:

- (a) shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Bank, agree to any change in rent to less than the open market rental value of the relevant part of the Property; and
- (b) shall not, without the prior written consent of the Bank, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease.

**16. ENVIRONMENT**

The Chargor shall in respect of the Property:

- 16.1 Comply in all material respects with all the requirements of Environmental Law.

16.2 Obtain and comply in all material respects with all Environmental Licences.

**17. INSPECTION**

The Chargor shall permit the Bank and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

**18. VAT OPTION TO TAX**

The Chargor shall not, without the prior written consent of the Bank:

18.1 Exercise any VAT option to tax in relation to the Property.

18.2 Revoke any VAT option to tax exercised prior to and disclosed to the Bank in writing prior to the date of this deed of legal charge.

#### **Schedule 4 Powers of the Bank**

##### **1. POWER TO REMEDY**

- 1.1 The Bank shall be entitled (but shall not be obliged) to remedy a breach at any time by the Chargor of any of its obligations contained in this deed of legal charge. Any monies expended by the Bank in remedying a breach by the Chargor of any of its obligations contained in this deed of legal charge shall be reimbursed by the Chargor to the Bank on a full indemnity basis and shall be Secured Liabilities for the purposes of this deed.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Bank and its agents shall be entitled to enter onto the Property and to take any action as the Bank may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

##### **2. EXERCISE OF RIGHTS**

The rights of the Bank under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Bank under this deed of legal charge. The exercise of those rights shall not make the Bank liable to account as a mortgagee in possession.

**Schedule 5**  
**Powers of the Receiver**

**1. ADDITIONAL POWERS**

- 1.1 Any Receiver appointed by the Bank under this deed of legal charge shall, in addition to the powers conferred on him by statute, have the powers set out in clause 1.2 to clause 20 of this Schedule 5.
- 1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed of legal charge individually and to the exclusion of any other Receiver.
- 1.3 Any exercise by a Receiver of any of the powers given by Schedule 5 may be on behalf of the Chargor, the directors of the Chargor himself.

**2. REPAIR AND DEVELOP**

The Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

**3. GRANT OR ACCEPT SURRENDER OF LEASES**

The Receiver may grant, or accept surrenders of any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

**4. EMPLOY PERSONNEL AND ADVISERS**

The Receiver may provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. The Receiver may discharge any such person or any such person appointed by the Chargor.

**5. OPTION TO TAX**

The Receiver may exercise or revoke any VAT option to tax as he thinks fit.

**6. REMUNERATION**

The Receiver may charge and receive such sums by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Bank may prescribe or agree with him.

**7. REALISE THE PROPERTY**

The Receiver may collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.

**8. MANAGE OR RECONSTRUCT THE CHARGOR'S BUSINESS**

The Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor carried out at the Property.

**9. DISPOSE OF THE PROPERTY**

The Receiver may grant options and licences over all or any part of the Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Property in respect of which is appointed for such consideration and, in such manner (including without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. The Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him.

**10. SEVER FIXTURES AND FITTINGS**

The Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.

**11. GIVE VALID RECEIPTS**

The Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Property.

**12. MAKE SETTLEMENTS**

The Receiver may make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient.

**13. BRING PROCEEDINGS**

The Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.

**14. INSURE**

The Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15 effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this deed of legal charge.

**15. POWERS UNDER THE LPA**



The Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**16. REDEEM PRIOR CHARGES**

The Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts settled in this manner shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies paid shall be deemed to be an expense properly incurred by the Receiver.

**17. ABSOLUTE BENEFICIAL OWNER**

The Receiver may, in relation to any of the Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property or any part of the Property.

**18. INCIDENTAL POWERS**

The Receiver may do all such other acts and things:

- (a) he may consider desirable or necessary for realising any of the Property;
- (b) he may consider incidental or conducive to any of the rights or powers conferred on the Receiver under or by virtue of this deed of legal charge or law; or
- (c) which he lawfully may or can do as agent for the Chargor.

**19 DELEGATION**

- a) The Bank or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed

**b) Terms**

The Bank and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

**c) Liability**

Neither the Bank nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

**20 SUSPENSE ACCOUNT**

All monies received by the Bank, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Bank, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Bank and the Borrower; and
- (c) may be held in that account for so long as the Bank, Receiver or Delegate thinks fit.


**IMPORTANT – YOU SHOULD READ THIS CAREFULLY**

**THIS DOCUMENT CONTAINS YOUR IMPORTANT LEGAL OBLIGATIONS. IF YOU SIGN THIS LEGAL CHARGE AND THE BORROWER DOES NOT KEEP TO THEIR OBLIGATIONS TO THE BANK, THEN YOU WILL HAVE TO PAY THE BANK INSTEAD OF OR AS WELL AS THE BORROWER. THE BANK WILL BE ABLE TO POSSESS AND SELL THE PROPERTY OVER WHICH THIS CHARGE IS GIVEN.**

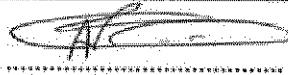
**IF THERE IS ANYTHING IN THIS LEGAL CHARGE THAT YOU DO NOT UNDERSTAND OR ABOUT WHICH YOU ARE UNCERTAIN, THEN DO NOT SIGN IT.**

**YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS LEGAL CHARGE.**

Executed and delivered as a deed by  
the Third Party acting by its director in  
the presence of:

  
SIGNATURE OF WITNESS  
NAME HIBA BOUTLAMI  
ADDRESS


OCCUPATION OF WITNESS  
LEGAL PROFESSIONAL

  
.....

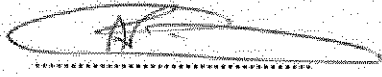
SIGNATURE OF THIRD PARTY  
DIRECTOR

**Carter Bond Solicitors  
1 Bradburys Court, Lyon Road  
Harrow, HA1 2BY**

Executed and delivered as a deed by  
the Borrower acting by its director in  
the presence of:

  
SIGNATURE OF WITNESS  
NAME HIBA BOUTLAMI  
ADDRESS

OCCUPATION OF WITNESS  
LEGAL PROFESSIONAL

  
.....

SIGNATURE OF BORROWER  
DIRECTOR

**Carter Bond Solicitors  
1 Bradburys Court, Lyon Road  
Harrow, HA1 2BY**

Executed and delivered as a deed by

Wesleyan Bank Limited, acting by

Pursuant to power of attorney

Dated 19 in the presence of:

19 DECEMBER 2019

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS

CHARLOTTE  
SIMON  
INGLES

SIGNATURE OF LENDER

M. J. LINDA  
MICHAEL LINFORD

25-27 HAGLEY ROAD

STOURBRIDGE DY8 1QH

SOLICITOR



