



**Registration of a Charge**

Company Name: **HOLIDAY EXTRAS LIMITED**

Company Number: **01693250**



XC657H4O

Received for filing in Electronic Format on the: **21/06/2023**

**Details of Charge**

Date of creation: **20/06/2023**

Charge code: **0169 3250 0025**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **ROYAL OAK MOTEL, ASHFORD ROAD, NEWINGREEN, HYTHE CT21 4JA  
(LAND REGISTRY TITLE NUMBER K584735)**

**Contains fixed charge(s).**

**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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 1693250

Charge code: 0169 3250 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2023 and created by HOLIDAY EXTRAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2023 .

Given at Companies House, Cardiff on 22nd June 2023

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**



**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** Holiday Extras Limited

Where the Owner is a company:

**Registered No:** 1693250

Where the Owner is not resident (if an individual or partnership) or not incorporated (if a company) in the United Kingdom, it must provide an address for service in England and Wales:

**Address for Service:**

**Bank:** National Westminster Bank Plc

**Property:** Royal Oak Motel, Ashford Road, Newingreen, Hythe CT21 4JA  
(Land Registry Title No: K584735). References to **Property** include any part of it and the other assets charged by Clause 2.

**Date:** 20 06 2 3

**You must date  
the document**

## 1. Owner's Obligations

The Owner will pay to the Bank on demand all **the Owner's** Obligations when they become due. The **Owner's Obligations are all the Owner's liabilities** to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

## 2. Charge

The Owner, as a continuing security for **the payment on demand of the Owner's** Obligations when they become due and with full title guarantee:

- 2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage; and
- 2.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future:
  - 2.2.1 any other interest in the Property;
  - 2.2.2 all rents receivable from any lease granted of the Property;
  - 2.2.3 all **the goodwill of the Owner's business** carried on at the Property;
  - 2.2.4 the proceeds of any insurance affecting the Property;
  - 2.2.5 all fixtures and fittings not forming part of the Property;

2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts; and

2.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

### **3. Restrictions**

The Owner will not, without the Bank's **consent**:

- 3.1 permit or create any mortgage, charge or lien on the Property;
- 3.2 dispose of the Property;
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting; or
- 3.4 part with or share possession or occupation of the Property.

### **4. Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated (*date*) in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

### **5. Property Undertakings**

The Owner will:

- 5.1 permit the Bank at any time to inspect the Property;
- 5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange **insurance at the Owner's expense**;
- 5.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce **the Owner's Obligations**;
- 5.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property;
- 5.5 keep the Property in good condition;
- 5.6 **not, without the Bank's consent, carry** out any development on or make any alterations to the Property which require planning permission or approval under building regulations; and
- 5.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

### **6. Possession and Exercise of Powers**

- 6.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.

- 6.2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.
- 6.3 **Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.**
- 6.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

## **7. Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's **fees and expenses**. The receiver will be **the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.**

## **8. Powers of the Bank and Receivers**

- 8.1 The Bank or any receiver may:
  - 8.1.1 **carry on the Owner's** business that is conducted at the Property;
  - 8.1.2 enter, take possession of, and/or generally manage the Property;
  - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property;
  - 8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power;
  - 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately;
  - 8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner;
  - 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
  - 8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
  - 8.1.9 employ advisers, consultants, managers, agents, workmen and others;
  - 8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
  - 8.1.11 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of **the receiver's fees and expenses**. The receiver will then apply any remaining money received as required by law.

- 8.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 8.6 The **receiver may dispose of any of the Owner's assets (not charged by this deed) that are at the Property**. If the receiver sells any of the Owner's **assets** using this power, it will pay the proceeds to the Bank, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Bank will be a debt owed by the Bank to the Owner.
- 8.7 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, **charged or dealt with by the Owner, until the Owner's Obligations**, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

## **9. Application of Payments**

- 9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.
- 9.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the **Owner's account(s)** and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the **Owner's Obligations** arising after that date.

## **10. Preservation of Other Security and Rights and Further Assurance**

- 10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of **the Bank's other rights**.
- 10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to **perfect or enhance the Bank's security under this deed**.

## **11. Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, **to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings, in each case which the Owner is required to execute and/or do something under this deed but has failed to do so**.

## **12. Consents, Notices and Demands**

- 12.1 All consents, notices and demands must be in writing.
- 12.2 The Bank may deliver a notice or demand to the Owner:
- 12.2.1 at the contact details last known to the Bank; and
- 12.2.2 at its registered office.
- 12.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent

before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

- 12.4 A notice from the Owner to the Bank will be effective on receipt.

**13. Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

**14. Execution**

This deed may be executed either electronically or through wet ink and in any number of counterparts and by each party on separate counterparts. Delivery of this deed by email, telecopy or through an e-signature portal shall be as effective as delivery manually of this deed.

**15. Law**

- 15.1 English law governs this deed and the English courts have exclusive jurisdiction.
- 15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.
- 15.3 The Address for Service specified for the Owner (or any other address provided for this purpose) will be an effective address for service of proceedings.

**16. Inconsistency with Facility Agreement**

- 16.1 This deed is subject to the provisions of the revolving credit facility agreement entered into between (1) Holiday Extras Investments Limited and (2) the Bank on or about the date hereof (**Facility Agreement**).
- 16.2 To the extent that there is a conflict between the provisions of this deed and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

Executed and Delivered as a deed by the  
Owner

[Redacted Signature]  
Director/Member

Hugo Loudon

.....  
Director/Secretary/Member

If there is only one signature, which must be that of a Director/Member, a witness is required.

Signed by the Director/Member in the presence of:

[Redacted Signature]

Witness' signature:  
Witness' name in full : (IN BLOCK CAPITALS)  
Address:

.....  
KIM. SKINNER.....

[Redacted Address]

Occupation:

[Redacted Occupation]