



**Registration of a Charge**

Company name: **HARPERS ENVIRONMENTAL LIMITED**

Company number: **01866895**



X6LNESBF

Received for Electronic Filing: **20/12/2017**

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**Details of Charge**

Date of creation: **15/12/2017**

Charge code: **0186 6895 0018**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **ALL THAT FREEHOLD LAND KNOWN AS LAND AT THE JUNCTION OF MACKLIN AVENUE AND BENTLEY AVENUE, STOCKTON ON TEES AS THE SAME IS CONTAINED IN TITLE NUMBER CE84078 AND REGISTERED AT HM LAND REGISTRY AND THE PROCEEDS OF SALE OF THE PROPERTY AND ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) FROM TIME TO TIME IN AND ON THE PROPERTY AND THE BENEFIT OF ALL RIGHTS, EASEMENTS AND PRIVILEGES APPURTENANT TO OR BENEFITING THE PROPERTY**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **ALEX CHAPMAN**



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

Company number: 1866895

Charge code: 0186 6895 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2017 and created by HARPERS ENVIRONMENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2017 .

Given at Companies House, Cardiff on 21st December 2017

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<sup>th</sup> DECEMBER 2017

HARPERS ENVIRONMENTAL LIMITED (1)

and

SHAWBROOK BANK LIMITED (2)

LEGAL CHARGE

**BERMANS**

Solicitors  
Cardinal House  
20 St Mary's Parsonage  
Manchester  
M3 2LY  
T: 0161 827 4600  
F: 0161 834 2402



This Charge is made on

15<sup>th</sup> December

2017

BETWEEN :

- (1) **HARPERS ENVIRONMENTAL LIMITED** (Company Number 01866895) whose registered office is situate at Cleveland, Carr Lane, Sutton on the Forest, York YO61 1EY (the Chargor"); and
- (2) **SHAWBROOK BANK LIMITED** (Company Number 00388466) whose registered office is at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE ("Shawbrook");

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

1.1. In this Charge the following expressions have the following respective meanings unless the context otherwise requires:

"Act"	Law of Property Act 1925;
"Bank"	Shawbrook Bank Limited;
"Business"	the business carried on at the Property at the date of this Charge;
"Equipment"	all moveable plant, equipment, fittings, furniture, containers, implements, utensils and other effects of the Chargor and all plant and equipment
"Interest Rate"	4% above the Bank's base lending rate from time to time;
"Lease"	the lease (if any) under which the Chargor holds the Property;
"Planning Acts"	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
"Property"	the property described in the Schedule;
"Receiver"	any person appointed by Shawbrook pursuant to this Charge to be a receiver of the Property and includes any substituted receiver;
"Secured Obligations"	those obligations and liabilities covenanted to be paid or discharged by the Chargor in Clause 2;



1.2. In this Charge:

- 1.2.1. except where the context otherwise requires, the singular includes the plural and vice versa and words importing one gender only or neuter include all other genders;
- 1.2.2. references to Clauses and the Schedule are to the clauses of and schedule to this Charge and references to this Charge include its Schedule;
- 1.2.3. a reference to a "person" shall, as the context requires, be construed as a reference to any individual, firm, company, partnership, corporation or unincorporated body of persons; references to law or a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgement, EC directive or regulation, treaty or other law of any jurisdiction;
- 1.2.4. any reference to any Act of Parliament, statutory provision or any EC directive or regulation shall be construed as a reference to that Act, provision, directive or regulation as the same may from time to time be modified, extended, re-enacted or renewed;
- 1.2.5. where the Chargor comprises two or more persons:
  - 1.2.5.1. any covenant, liability or obligation given or undertaken by them shall be given or undertaken by them jointly and severally;
  - 1.2.5.2. any event referred to in this Charge shall be deemed to have happened if it happens in relation to any one of them;
- 1.2.6. headings are inserted for convenience only and shall be ignored in its construction;
- 1.2.7. where Shawbrook's prior consent or approval is required, that consent or approval must be obtained in writing signed by a director of Shawbrook the financial investment centre manager or the head of loans administration and may be given subject to such conditions and restrictions as Shawbrook may in its absolute discretion determine
- 1.2.8. references to Shawbrook and the Chargor include their respective successors and assigns whether immediate or derivative;
- 1.2.9. references to, this Charge, shall mean this Deed of legal charge and the Schedule as from time to time amended, varied or supplemented whether by deed or





otherwise;

1.2.10. references to the Property shall be to the whole or any part of the Property.

## **2. COVENANT TO PAY**

2.1 The Chargor hereby covenants with Shawbrook that it will on demand pay to Shawbrook all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligor to Shawbrook under or pursuant to any finance document entered into with Shawbrook (including a Receivables Financing Agreement of even date hereof) and including all monies covenanted to be paid under this Deed when the same become due for payment or discharge whether by acceleration or otherwise together with interest at the Interest Rate (as well after as before judgment) to date of payment and all fees and other charges and all legal and other costs and expenses incurred by Shawbrook in relation to the Chargor or the Property on a full indemnity basis.

## **3. PROPERTY CHARGE BY THIS CHARGE**

3.1. The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to Shawbrook by way of legal mortgage the Property (and the proceeds of sale of the Property) and all buildings and fixtures (including trade fixtures) from time to time in and on the Property and the benefit of all rights, easements and privileges appurtenant to or benefiting the Property.

## **4. COVENANTS BY THE CHARGOR**

4.1. The Chargor covenants with and undertakes to Shawbrook as follows:

### **4.1.1. Negative pledge**

not, without Shawbrook's prior consent, to create or attempt to create or permit to subsist or arise any mortgage, charge, lien or other security interest on or over the Property or the proceeds of any insurance in respect of the Property (except for any prior encumbrance approved by Shawbrook);

### **4.1.2. Insurance and application of proceeds**

4.1.2.1. to insure and keep insured: the Property and the Equipment against all usual risks insured by prudent persons carrying on businesses similar to



the Business and such other risks as Shawbrook may from time to time require, in the full amount of their reinstatement value (due allowance being made in the case of the Property for inflation during the period of insurance and reinstatement and the cost of employing architects, surveyors and other professionals and demolition charges); with such insurers as Shawbrook shall approve with the interest of Shawbrook noted on the policy as loss payee (or, at Shawbrook's option, in the joint names of the Chargor and Shawbrook) on terms requiring the insurers not to cancel the policy without giving at least 14 days prior written notice to Shawbrook;

4.1.2.2. punctually to pay all premiums and other money necessary for maintaining such insurance and on demand by Shawbrook to deliver to Shawbrook such policy and the receipt (or other evidence of payment satisfactory to Shawbrook) for every premium payable in respect of such policy;

4.1.2.3. to hold all money received on any insurance in respect of loss or damage to the Property or the Equipment in trust for Shawbrook to be applied in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Obligations as Shawbrook may in its absolute discretion require;

4.1.2.4. if the Property is leasehold and under the Lease the landlord is obliged to insure the Property, then for so long as the Chargor procures due compliance by the landlord under the Lease with its insuring obligations, the Chargor shall be deemed to have complied with its obligations with regard to insurance of the Property under this Clause 4.1.2;

**4.1.3. State of repair of buildings and entry and inspection**

4.1.3.1. to keep all buildings, roads, car parks, footpaths, drains, sanitary, water apparatus and any other service media forming part of or serving the Property and all the Equipment in a good state of repair and in good



working order and condition; and

- 4.1.3.2. to permit Shawbrook (and any agents appointed by it) to enter and view the Property to assess its state of repair and condition

**4.1.4. Prohibition on parting with possession, dealings with any leases**

- 4.1.4.1. not, without Shawbrook's prior consent (such consent not to be unreasonably withheld or delayed) to grant any lease, part with possession or share occupation of the Property or confer any licence, right or interest to occupy it or, if the Property is leasehold, to grant any licence or permission to assign, underlet or part with possession of the Property or permit any person:

- 4.1.4.2. not, without Shawbrook's prior consent (such consent not to be unreasonably withheld or delayed), to vary, accept a surrender or forfeit any lease derived out of the Chargor's interest in the Property (or agree to do any of the same) or agree any rent review without obtaining written advice from a qualified surveyor as to any proposed revised rent and to use all reasonable endeavours to procure the payment of rents reserved by such lease and the observance and performance of the terms, covenants, stipulations and conditions on the part of the lessee to be observed and performed under such lease;

**4.1.5. Planning and User**

- 4.1.5.1. not, without Shawbrook's prior consent (such consent not to be unreasonably withheld or delayed) to make nor permit to be made any change of use or material change of use (within the meaning of the Planning Acts) of the Property from that at the date of this Charge;

- 4.1.5.2. to comply in all respects with the conditions subject to which any permission for development (within the meaning of the Planning Acts) of the Property is granted, the building regulations and other bye-laws and the provisions of any other law, order, direction or requirement made or



given by any planning or local authority, and to keep Shawbrook indemnified in respect of any breach thereof;

4.1.5.3. to observe and perform all restrictive and other covenants and stipulations affecting the Property or the use or enjoyment of the Property and not, without Shawbrook's prior consent, to enter into any onerous or restrictive obligations affecting the Property;

4.1.5.4. to comply with all laws relating to the conduct of the Business or anything on or done on the Property and with the terms and conditions of any consent or licence for the disposal of waste or effluent and keep Shawbrook indemnified in respect of any breach of such laws, consent or licence;

4.1.5.5. as and when the same become payable, pay and indemnify Shawbrook and any Receiver against all existing and future rent, taxes, rates, charges, licence fees, assessments and other outgoings whatsoever which are payable in respect of the Property or by the owner or occupier of the Property;

**4.1.6. Purchase of subsequent property and deposit of title deeds**

4.1.6.1. to inform Shawbrook immediately on becoming bound to complete the purchase of any freehold or leasehold property adjoining or abutting the Property and upon Shawbrook's request which may be made at any time, to execute over all or any part of such property a charge by way of legal mortgage in favour of Shawbrook in such form as Shawbrook shall require;

4.1.6.2. to deposit with Shawbrook (or its nominee) all deeds, plans and documents relating to the Property.

**4.1.7. Observe the covenants in the Lease**

if the Property is leasehold:

4.1.7.1. to pay the rents reserved by and to observe and perform all the terms, covenants, stipulations and conditions on the part of the lessee





contained in the Lease;

- 4.1.7.2. not, without Shawbrook's prior consent, to surrender (or attempt to surrender) or permit to be forfeit the Lease and before agreeing any rent review obtain written advice from a qualified surveyor as to any proposed revised rent;

- 4.2. If the Chargor at any time fails to comply with any of its obligations under this Charge (including, without limitation, failing to keep the Property in a good state of repair or keeping up the insurance specified above or paying any rent, taxes, rates, duties, charges, licence fees, assessments or outgoings in relation to the Property) Shawbrook may, without prejudice to its other rights under this Charge, make good such failure (by, for example, putting the Property into a good state of repair and/or insuring the Property in any sum which Shawbrook may think expedient and/or paying such rent, taxes, rates, duties, charges, licence fees, assessments or outgoings). The Chargor hereby irrevocably authorises Shawbrook and its employees and agents by way of security to do all such things necessary or desirable in connection with taking such action. All costs and expenses incurred by Shawbrook under this provision shall be payable by the Chargor to Shawbrook on demand together with interest at the Interest Rate from the date of payment by Shawbrook until repayment (both before and after judgment) and if not so paid shall be added to the liabilities secured by this Charge.
- 4.3. If, following Shawbrook's demand made pursuant to Clause 4.1.2.2, the Chargor fails to deliver the insurance policy in respect of the Property or the receipt or other evidence of payment of the current premium for such insurance, Shawbrook may assume that the Chargor has failed to insure the Property and/or the Equipment (as appropriate) and may take the action specified in Clause 4.2.
- 4.4. The Chargor will indemnify Shawbrook and any Receiver (and their respective officers and agents) against any costs, expenses, losses or damage suffered or incurred by any of them as a result of:
  - 4.4.1. a breach of any law relating to the protection of human health or the environment by the Chargor; or
  - 4.4.2. cleaning up the Property or any other land following the release thereon or the



exposure thereto of any substance (whether solid, liquid or gaseous) which is proscribed or determined by environmental law to cause harm to public health or any living organism or damage to the environment.

## **5. APPOINTMENT AND POWERS OF RECEIVER**

5.1. At any time after Shawbrook shall have demanded repayment of any of the Secured Obligations and/or if requested by the Chargor, Shawbrook may, in writing under the hand of any director or manager of Shawbrook, without making any further demand on the Chargor, appoint any person to be a Receiver of the Property. A Receiver appointed by Shawbrook shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. Any Receiver shall in addition to any powers conferred by law have the power:

### **5.1.1. To take possession**

to take possession of, collect and get in the Property and all rents and other income (whether accrued before or after the date of his appointment) in such manner as he may think fit;

### **5.1.2. To carry on the Business**

to manage or carry on or concur in carrying on the Business or any other business which the Receiver in his absolute discretion considers may profitably be carried on from the Property and for that purpose to enter into or cancel or disregard such contracts or arrangements as he shall in his absolute discretion consider expedient and take all steps necessary to preserve any licences which are necessary or desirable for conducting the Business or any other business at the Property;

### **5.1.3. To sell and deal with the Property etc**

to sell the Property (whether by public auction, private contract or otherwise) and without the need to observe the provisions of sections 99 and 100 of the Act, to lease or grant a licence or franchise of the Property or accept surrenders of any lease of the Property or otherwise dispose of or deal with the Property or (if the Property is leasehold) to vary or surrender the Lease (or any part of the Lease) or concur in doing any of the same on such terms and for such consideration payable on such



terms as in each case he may think fit;

**5.1.4. To maintain and develop the Property**

to commence or complete any unfinished maintenance, repairs, improvements, development or reconstruction of the Property in such manner as he may in his absolute discretion think fit and obtain all necessary planning permissions, building regulation approvals and any other permissions, consents or licences as may be necessary to develop or otherwise deal with the Property as he may in his absolute discretion think fit;

**5.1.5. To raise finance**

to raise or borrow any money from or incur any other liability to Shawbrook or others on such terms and with or without security as he may think fit to enable him to exercise all the powers conferred on him (including money for the completion with or without modification of any building in the course of construction and any development or project which he considers beneficial) and so that any such security may be or include a charge on the Property ranking in priority to this Charge or otherwise;

**5.1.6. To settle disputes etc**

in the name of the Chargor or otherwise, if he considers appropriate, to bring, defend, compromise, settle or discontinue any claims, actions, suits or proceedings whatsoever whether civil or criminal which may arise or have arisen in connection with the Business or any other business conducted at the Property, the Property or this Charge, (including, without prejudice to the generality of the foregoing, an action for possession of the Property) or (if he considers appropriate) to submit the same to arbitration or allow time for payment of any debts either with or without security;

**5.1.7. To appoint professionals**

to appoint professionals, contractors, managers, agents and workmen for any of the purposes mentioned in this Clause or to protect the Property at such salaries and for such periods as he may determine and with power to dismiss the same;



**5.1.8. To form companies**

to promote the formation of companies with a view to such companies purchasing, leasing, licensing, franchising or otherwise acquiring interests in the Property and/or the Business or any other business conducted at the Property and arrange for such companies to purchase, lease, licence, franchise or otherwise acquire the Property and/or any business conducted at the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit and arrange for such companies to trade or cease to trade;

**5.1.9. To insure**

to maintain, renew or increase the insurance cover in respect of the Property, the Business or any other business conducted at the Property;

**5.1.10. To make payments**

to make any payment which is necessary or incidental to the performance of his functions;

**5.1.11. To give receipts and execute documents and do all things incidental**

to give valid receipts for all money and to sign any document and execute any deed and do all such acts and things which he considers incidental or conducive to any of his powers or for realising the Property and generally to use the name of the Chargor for all such purposes.

- 5.2. No purchaser or other person shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or Shawbrook has become exercisable or whether any money is due under this Charge or as to the propriety or regularity of any sale by or other dealing by a Receiver.
- 5.3. Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that Shawbrook may specify to the contrary in its appointment.
- 5.4. Shawbrook may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of





any Receiver.

**6. POWERS OF SHAWBROOK**

- 6.1. At any time after Shawbrook shall have demanded payment of any of the Secured Obligations and/or if requested by the Chargor, Shawbrook may exercise (without further notice and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Act as varied or extended by this Charge and all the powers and discretions conferred expressly or by reference on a Receiver by Clause 5. The date of such demand shall (without prejudice to the Chargor's equitable right to redeem) be the redemption date. Nothing that shall be done by or on behalf of Shawbrook shall render it liable to account as a mortgagee in possession for any sums other than actual receipts or shall render it liable for any loss upon realisation of the Property or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.
- 6.2. The statutory powers of leasing conferred on Shawbrook shall be extended so as to authorise Shawbrook to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as Shawbrook shall consider expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Act.
- 6.3. If Shawbrook receives notice of any subsequent charge or other interest affecting the Property, Shawbrook may open a new account with the Chargor. If Shawbrook does not open a new account then, unless it gives notice to the contrary to the Chargor, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to Shawbrook shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to Shawbrook.
- 6.4. Shawbrook and every Receiver, attorney, manager, agent or other person appointed by Shawbrook under this Charge shall be entitled to be indemnified out of the Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Charge or otherwise and against all actions, proceedings, costs, claims and demands in



respect of any matter or thing done or omitted in any way relating to the Property and Shawbrook and any such Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received by it or him pursuant to the powers conferred by this Charge.

- 6.5. If there is a prior encumbrance, at any time on or after Shawbrook has enforced this Charge, it may at its absolute discretion pay off the prior encumbrance and take a transfer of the benefit thereof or redeem the same, and the money so expended and all costs of and incidental to the transaction incurred by Shawbrook shall be repayable by the Chargor on demand and shall bear interest at the Interest Rate from the date of payment until repayment.

## **7. APPLICATION OF MONEY RECEIVED**

- 7.1. All monies received by Shawbrook or a Receiver shall be applied by it or him, as the case may be, in the following order:

7.1.1. in satisfaction of the costs, charges, borrowings and expenses incurred by it or him in connection with the exercise of its or his powers under this Charge;

7.1.2. in payment of such remuneration as may be agreed between any Receiver and Shawbrook at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm;

7.1.3. in or towards satisfaction of the Secured Obligations; and

7.1.4. the surplus (if any) shall be paid to the person entitled thereto.

## **8. FURTHER ASSURANCE**

The Chargor shall forthwith if and when called upon by Shawbrook execute in favour of Shawbrook or as Shawbrook, shall direct, such further legal or other mortgages, charges, assignments or other documents as Shawbrook shall require over the Property (and any other property intended to be charged to Shawbrook) to perfect the security created by this Charge or otherwise to secure the Secured Obligations. Such mortgages, charges, assignments or other documents shall be prepared by or on behalf of Shawbrook at the cost of the Chargor and be in such form as Shawbrook may reasonably require.



## **9. APPOINTMENT OF ATTORNEY**

9.1. The Chargor by way of security hereby irrevocably appoints Shawbrook and any persons deriving title under Shawbrook and also any Receiver severally its attorney for and in its name and on its behalf and as its act and deed following a demand being made under this Charge by Shawbrook only after the occurrence of an event of default which has not been remedied to the satisfaction of Shawbrook:

9.1.1. to sign, execute as a deed and deliver in favour of Shawbrook or its nominees or any purchaser any documents which Shawbrook may require for perfecting its title to or for vesting the Property (and any other property intended to be charged to Shawbrook) in Shawbrook or its nominees or in any purchaser; and

9.1.2. to sign, execute as a deed and deliver any deed, assurance, agreement, instrument, act or thing which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by a Receiver in connection with any sale, lease or other disposition of the Property or in connection with the exercise of any other power conferred by this Charge.

## **10. DEALINGS WITH THE EQUIPMENT**

10.1. The Chargor hereby irrevocably licences Shawbrook or a Receiver at any time after either of them shall have entered into possession of the Property to use the Chargor's Equipment free of charge and hereby irrevocably authorises Shawbrook or such Receiver at the Chargor's expense to remove, store, sell or otherwise deal with the Chargor's Equipment on such terms and in such manner as Shawbrook or the Receiver may determine. Shawbrook or the Receiver shall pay the net proceeds of sale (after deduction of any costs relating to the Equipment) to the Chargor. Neither Shawbrook nor any Receiver shall be liable to the Chargor for any act or omission by any person appointed to effect such sale or for any failure to obtain a proper price provided such appointment has been made by Shawbrook or the Receiver in good faith.

10.2. The provisions of Clause 10.1 shall not operate to confer on Shawbrook or a Receiver any right in equity to any of the Chargor's Equipment or create any charge or security interest in it or otherwise constitute this Charge a bill of sale.



## **11. COSTS**

The Chargor hereby covenants with Shawbrook on demand to pay all costs, charges and expenses properly incurred (save in respect of any receiver's costs for which there shall be no such qualification) by Shawbrook (including all amounts required to compensate it in respect of its internal management and administrative costs and expenses) or a Receiver in or about the enforcement, preservation or attempted preservation of this Charge on a full indemnity basis with interest at the Interest Rate from the date the same are incurred to the date of their payment.

## **12. ASSIGNABILITY OF THIS CHARGE**

Shawbrook may at any time assign or otherwise transfer its rights and benefits under this Charge. Any appointment or removal of a Receiver and any consents required to be given under this Charge may be made or given by writing signed or sealed by any successor or assignee of Shawbrook and the Chargor hereby irrevocably appoints any successor or assignee to be its attorney for the purposes set out in Clause 9. No change in the constitution of Shawbrook or its absorption or amalgamation with or the acquisition of the whole or any part of its undertaking by any other organisation shall in any way prejudice or affect its rights under this Charge.

## **13. MISCELLANEOUS**

- 13.1. No delay or omission by Shawbrook in exercising any right or power under this Charge shall impair such right or power or be construed as a waiver of such right or power. No partial exercise or waiver of any right or remedy shall preclude any further exercise of such right or remedy or the exercise of any other right or power. The rights and remedies of Shawbrk provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 13.2. Shawbrook may from time to time waive or authorise on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Chargor of any of the covenants, provisions or obligations contained in this Charge, without prejudice to the rights of Shawbrook in respect of any subsequent breach of them.
- 13.3. All provisions of this Charge are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.





- 13.4. This Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever. This Charge is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security now or hereafter held by or available to Shawbrook. This Charge shall not be in anyway prejudiced or affected by Shawbrook now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any rights which it may now or hereafter have against the Chargor or any other person or giving time for payment or indulgence or compounding with the Chargor or any other person liable.
- 13.5. Section 93 of the Act shall not apply to this Charge or to any security given to Shawbrook pursuant to this Charge. Section 103 of the Act shall not apply and Shawbrook may exercise its power of sale and other powers under that or any other act or this Charge at any time after the date of this Charge.
- 13.6. If the Chargor has more than one account with Shawbrook, Shawbrook may at any time and without any prior notice transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but Shawbrook shall notify the Chargor of the transfer having been made.
- 13.7. No assurance security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under the Insolvency Act 1986 and no release settlement or discharge given or made by Shawbrook on the faith of any such assurance security or payment shall prejudice or affect the right of Shawbrook to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge to the full extent of the Secured Obligations.
- 13.8. If, in addition to this Charge, Shawbrook holds any other security or guarantee for the Secured Obligations it may chose the order in which it wishes to enforce such security or guarantee and this Charge.
- 13.9. The Chargor hereby applies to the Chief Land Registrar for a restriction to be entered on the



register of its title to the charged property in the following form:-

"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 created by this Deed in favour of Shawbrook Bank Limited referred to in the Charges Register."

#### **14. FORMAL DEMAND AND NOTICES**

14.1. Any notice to or demand upon the Chargor under this Charge shall be in writing and shall be deemed to be duly served if:

14.1.1. it is addressed to the Chargor and is handed to it personally; or

14.1.2. it is sent by first class pre-paid, registered or recorded delivery post or by facsimile addressed to the Chargor at its last known place of business or at the Property; or

14.1.3. it is left at the Property.

14.2. Any notice to Shawbrook under this Charge shall be in writing and shall be deemed to be duly served if it is sent by first class pre-paid, registered or recorded delivery post or by facsimile addressed to Shawbrook at its registered office.

14.3. A notice or demand so served shall be deemed to have been received:

14.3.1. if delivered by hand or left at the Property, when handed to the Chargor or left at the Property;

14.3.2. if posted, 48 hours after being posted (except where receipt would then be deemed to have occurred on a Saturday, Sunday or public holiday in which case it shall be deemed to be received on the next working day) notwithstanding that it is returned undelivered;

14.3.3. if sent by facsimile, at the time of transmission following receipt of the appropriate answerback or transmission activity report unless (i) the sender knows or ought reasonably to know that the transmission has failed or is incomplete or (ii) the facsimile is transmitted on a Saturday, Sunday or bank holiday or outside the hours of 9 am - 5 pm on any other day, in which case service shall be deemed to have been effected at 9 am on the next working day.



14.4. If the Chargor comprises more than one person, due service on either or any one of them shall be deemed to be service on all of them and the person on whom notice or demand is served shall be deemed to have accepted it for himself and as agent for such others.

**15. GOVERNING LAW AND JURISDICTION**

This Charge shall be governed by and construed in accordance with English Law.

**IN WITNESS** of which this document has been executed and, on the date set out above, delivered as a deed.

**THE SCHEDULE  
The Property**

All that freehold land known as land at the junction of Macklin Avenue and Bentley Avenue, Stockton on Tees as the same is contained in Title Number CE84078 and registered at HM Land Registry.

**EXECUTED AS A DEED** by **HARPERS  
ENVIRONMENTAL LIMITED**  
acting by a director in the presence of:

) N.H. Harpers  
) Director

Solicitor Signature APAS

Name AM FOOT-LOTTES

Firm Name & Address PROGENT OPERATE L.L.L.D.

46 PARK PLACE

LEEDS

LS1 2R7

