



Registration of a Charge

Company Name: BLACKPOOL TRANSPORT SERVICES LIMITED Company Number: 02003020

Received for filing in Electronic Format on the: **01/12/2021**

Details of Charge

- Date of creation: 30/11/2021
- Charge code: 0200 3020 0007
- Persons entitled: BLACKPOOL BOROUGH COUNCIL
- Brief description: VEHICLES AS PROVIDED FOR AND DETAILED IN THE LOAN AGREEMENT
 - 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: 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: MALCOLM GLYNN



XAIFTLGH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2003020

Charge code: 0200 3020 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2021 and created by BLACKPOOL TRANSPORT SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2021.

Given at Companies House, Cardiff on 2nd December 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





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LOAN AGREEMENT AND MORTGAGE OVER VEHICLES

between

Blackpool Transport Services Limited

and

Blackpool Borough Council

BlackpoolCouncil

Sector of the se

This agreement is dated Som Doverner 2021

Parties

- (1) Blackpool Transport Services Limited incorporated and registered in England and Wales with company number 02003020 whose registered office is at Rigby Road Blackpool FY1 5DD (Borrower)
- (2) Blackpool Borough Council of Town Hall Blackpool FY1 1NB (Lender)

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this agreement.

Availability Period: on or before 2 October 2020.

Loan: a loan made or to be made by the Lender to the Borrower under this agreement or the principal amount outstanding for the time being of that loan.

Repayment Date: ten years from the date of each drawdown of a Loan.

Repayment Schedule: the Repayment Schedule annexed hereto.

Vehicles: the vehicles referred to in the list annexed hereto.

2. The Facility

- 2.1 The Lender grants to the Borrower a secured Sterling term loan facility of a total principal amount not exceeding £16,117,930.00 (subject to approval by the Lender) on the terms, and subject to the conditions, of this agreement.
- 2.2 The Lender grants to the Borrower a secured Sterling term loan facility of a total principal amount not exceeding £1,000,000.00 (subject to approval by the Lender) for two months per drawdown of the facility referred to in clause 2.1 above in order to manage cash flow in respect of VAT payable on the transaction on the terms, and subject to the conditions, of this agreement.
- 2.3 In relation to any loans provided to the Borrower pursuant to clause 2.2 the applicable interest rate shall be as follows:

- (a) for short term lending up to 6 months the interest rate will be the Lender's borrowing rate plus 1%;
- (b) for temporary borrowing for a period from 6 to 12 months the interest rate will be the Public Works Loan Board rate plus 1%

at the end of such period a formal loan application will be submitted to the Lender's loans panel otherwise the loans will become repayable to the Lender on demand. Should a formal loan agreement be entered into during any of the periods referred to at clauses 2.3(a) or 2.3(b) then this will supersede the terms of this clause 2.3. If no formal loan agreement is in place within 12 months from the date that a loan is provided pursuant to this clause 2.3, interest on the loan will be charged at 8% above base rate until a formal loan agreement is completed.

3. Purpose

3.1 Purpose

The Borrower shall use all monies borrowed by it under this agreement for replacement of any time expired buses with the Vehicles.

4. Interest

4.1 Calculation of interest

Subject to clause 2.2, the rate of interest on the Loan is 4.44% subject to review by the Lender's Loans Panel on 23 May in each year.

4.2 Payment of interest

The Borrower shall pay accrued interest on each Loan in accordance with the Repayment Schedule.

4.3 Default interest

- (a) If the Borrower fails to pay any amount payable by it under this agreement (save in relation to clauses 2.2 and 2.3) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate that is Public Works Loan Board rate plus 8%.
- (b) Any interest accruing under this Clause 4.3 shall be immediately payable by the Borrower on written demand by the Lender and will be compounded from the date the amount is due following default.

5. Repayment and prepayment

5.1 Repayment of Loans

The Borrower shall repay the aggregate Loans in full on or before the Repayment Date in accordance with the Repayment Schedule.

5.2 Voluntary prepayment

The Borrower may prepay part or all of the Loan by notifying the Lender five business days in advance.

5.3 **Prepayment general provisions**

- (a) Any prepayment notice that the Borrower gives under this agreement shall be irrevocable. A prepayment notice shall oblige the Borrower to prepay the relevant Loan as set out in that notice.
- (b) Any prepayment under this agreement shall be made together with accrued interest on the amount prepaid.

6. Security

- 6.1 As a continuing security for the payment and discharge of the Loan and all interest payable in accordance with this agreement, the Borrower with full title guarantee charges to the Lender by way of first legal mortgage, the Vehicles.
- 6.2 The Borrower shall not sell or dispose of any of the Vehicles without prior written consent to be provided at absolute discretion of the Lender.
- 6.3 The Borrower shall keep the Vehicles in good working order and condition.
- 6.4 The Borrower shall not at any time create or grant (or purport to create or grant) any interest in any Vehicle in favour of a third party.

7. Acceleration

On and at any time after the occurrence of a breach of the agreement by the Borrower, the Lender may by notice to the Borrower:

- (i) cancel any outstanding facility for a Loan pursuant to this agreement; and/or
- (ii) declare that all outstanding Loans, accrued interest and all other amounts accrued or outstanding under this Agreement be immediately due and payable.

8. Enforcement of Security

8.1 The security constituted by this agreement shall become immediately enforceable if a breach of this agreement occurs.

8.2 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 8.1.

9. Compliance with law

The Borrower shall comply in all respects with all relevant laws to which it may be subject.

10. Assignment and transfer

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this agreement.

11. Amendments

No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).

This agreement has been entered into as a Deed on the date stated at the beginning of it.

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Executed as a Deed by Blackpool Transport Services Limited acting one director in the presence of:-

Witness Signature

Hand

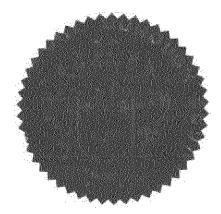
Name

JOHN BANNISTER

Address

64 Watken RJ Clayton-le-Woods PR6 7 PX Accountant. Occupation

The Common Seal of Blackpool Borough Council was affixed to this Deed in the presence of:-





EPM Depot Performance Systems Engineering Report - Vehicles Report

Sector Contraction

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Report ENG067

Rigby Road Allocated Location:

All Vehicles manufactured by Alexander Dennis Ltd

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Loan 2.8	16 Mar 2020 £	1,160,904	YX20 OFL	ENVIRO200	SFDDWCBRAKGY27889
Loan 2.8	16 Mar 2020 E		YX20 OFM	ENVIRO200	SFDDWCBRAKGY27892
Loan 2.8	16 Mar 2020 E	1,160,904	YX20 OFN	ENVIRO200	SFDDWCBRAKGY27893
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Loan 2.8	16 Mar 2020 E	1,160,904	YX20 OFP	ENVIRO200	SFDDWCBRAKGY27890
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