



**Registration of a Charge**

Company name: **BEN-MOTOR AND ALLIED TRADES BENEVOLENT FUND**  
Company number: **02163894**



X6CF3ZSR

Received for Electronic Filing: **08/08/2017**

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**Details of Charge**

Date of creation: **03/08/2017**  
Charge code: **0216 3894 0009**  
Persons entitled: **THE CO-OPERATIVE BANK PLC**  
Brief description: **CHARGE OVER LIFE POLICY**  
**Contains fixed charge(s).**

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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: **PAULINE DINSDALE**



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

Company number: 2163894

Charge code: 0216 3894 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2017 and created by BEN-MOTOR AND ALLIED TRADES BENEVOLENT FUND was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2017 .

Given at Companies House, Cardiff on 10th August 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

**THIS ASSIGNMENT** is made the 3<sup>RD</sup> day of AUGUST 2017 BETWEEN:-  
BEN-MOR AND AWED TRADE BENEFICIENT FUND

- (1) A. (hereinafter called "the Assignor") and;  
(2) THE CO-OPERATIVE BANK p.l.c. (hereinafter called "the Bank").

THIS DEED WITNESSES as follows:-

**1. DEFINITIONS INTERPRETATION ETC**

**1.1 In this Assignment:-**

"this Assignment" Means this Assignment as from time to time varied or supplemented, in accordance with Clause 12.3 or as agreed between the parties, whether by deed or otherwise;

"the Assignor" includes the successors and assigns of the Assignor;

"Authorised Address for Service" Means the registered office of the Assignor or the Assignor's existing or last known place of business or abode (or if more than one any one of such places);

"the Bank" includes its successors and assigns and any company with which it may amalgamate to the intent that this deed shall constitute a continuing security in favour of such new company as if it had been expressly named herein instead of The Co-operative Bank p.l.c.;

"Business Day" Means a day (not being a Saturday or Sunday) on which clearing banks are open for general banking business in the City of London;

"Encumbrance" Means any mortgage, charge (fixed or floating), pledge or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payments priority; and

"the Policy" Means the policy of assurance described in the Schedule including any substituted policy or policies or any new policy effected under Clause 4.1.3.

- 1.2 If there are two or more parties to this Assignment the expression "the Assignor" shall mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants assignments charges agreements and undertakings herein expressed or implied on the part of the Assignor shall be deemed to be given jointly and severally by such parties and in particular this security and the covenant in Clause 2 and the remaining covenants assignments charges agreements and undertakings herein contained shall extend and apply to any monies owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Assignor shall where the context admits mean and include any one or more of such parties as well as such parties jointly.

- 1.3 Any reference to any statute or any section of any statute in this Assignment shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

- 1.4 References to Clauses and Sub-clauses in this security are to Clauses and Sub-clauses of this security.

- 1.5 The marginal notes and Clause headings in this security are for assistance and ease of reference respectively and do not affect the construction of those parts or Clauses of this security to which they relate.

**2. COVENANT TO PAY**

The Assignor hereby covenants with the Bank that the Assignor will on demand in writing made to the Assignor pay or discharge to the Bank all or any monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due, owing or incurred in whatever manner to the Bank by the Assignor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of those matters or for keeping the Assignor's account(s) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained.

**3. CHARGING CLAUSE**

The Assignor with full title guarantee hereby assigns to the Bank, as security for the monies and liabilities covenanted to be paid or discharged in this Assignment, the Policy and all monies including bonuses, profits, additions and benefits accrued or which may become payable under the Policy, subject to re-assignment upon payment or discharge to the Bank of all monies and liabilities hereby covenanted to be paid or discharged.

**4. COVENANTS BY ASSIGNOR**

**4.1 The Assignor covenants with the Bank:-**

- 4.1.1 punctually to pay all premiums and monies payable for keeping up the Policy and to deliver to the Bank the receipts for all such premiums and monies within seven days after the same shall have become due;

- 4.1.2 that the Policy is valid and that no act will be done or default committed whereby the Policy may become void or voidable or an increased premium may become payable or whereby the Bank may be hindered from receiving any monies assured under the Policy;



4.1.3 if the Policy shall become voidable or void by any means the Assignor will immediately at his own cost as the case may require either do or cause to be done all such things as may be necessary for keeping the Policy valid or effect or cause to be effected a new policy in lieu thereof in such manner as the Bank may require in some assurance company or society to be approved by the Bank in a sum not less than the sum (including any bonus or bonuses which may have been declared on such policy) which was assured by and having a surrender value not less than that of the Policy which shall be or have become void and every such new or substituted policy shall be subject in all respects to this Assignment and all the covenants and provisions of this Assignment shall apply thereto; and

4.1.4 not, without the prior written consent of the Bank, to assign or create or permit any Encumbrance on or over the Policy.

## **5. SERVICE OF DEMANDS AND NOTICES**

5.1 A demand for payment or any other demand or notice under this Assignment may be made or given by any manager or officer of the Bank by letter addressed to the Assignor and served on the Assignor at an authorised address for the service or by facsimile transmission to such facsimile transmission number (if any) as may from time to time be exhibited on the Assignor's notepaper or otherwise be notified in writing to the Bank and any demand addressed to a deceased Assignor shall for all purposes of this Assignment be deemed a sufficient demand by the Bank upon him and his executors or administrators and shall be as effectual as if he were still living.

5.2 A notice or demand shall be deemed to be duly served on the Assignor:-

5.2.1 if delivered by hand, at the time of delivery at an Authorised Address for Service;

5.2.2 if sent by prepaid first class post to an Authorised Address for Service on the second Business Day following the day of posting and shall be effective notwithstanding that it may be misdelivered or returned undelivered;

5.2.3 if sent by airmail post, on the fifth Business Day from the date of posting; and

5.2.4 if given or made by facsimile transmission at the time of a completed transmission.

5.3 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such demand or notice was correctly addressed and posted or that the facsimile transmission report confirmed a correct transmission.

5.4 A communication received or deemed to have been received in accordance with this clause 5 on a day which is not a Business Day or after 5pm on any Business Day (according to the local time in the place of receipt) shall be deemed to have been received at 9am on the next Business Day (according to such local time).

5.5 Any notice to the Bank under this Assignment shall be in writing and shall only be deemed to be duly served if it is posted or delivered to the address of the Bank specified on page 1 of this Assignment or to such other address as the Bank may from time to time notify to the Assignor in writing for this purpose.

## **6. DEFAULT BY ASSIGNOR**

In case of default by the Assignor in the performance of any of his/her covenants in relation to the Policy it shall be lawful for but not obligatory upon the Bank to do whatever may be necessary to make good such default and any monies expended or expenses incurred by the Bank under this provision shall be deemed to be properly paid by the Bank.

## **7. POWER OF SALE**

7.1 At any time after the execution of this Assignment the Bank may at its discretion surrender the Policy to the company or society liable thereon or exchange the Policy for a paid-up policy or exercise the statutory power of sale by selling surrendering or otherwise disposing of the Policy at such time or times and for such consideration (whether payable or deliverable immediately or by instalments) and otherwise on such terms as the Bank may think fit in its absolute discretion provided that the Bank shall not exercise the statutory power of sale until payment of the monies and liabilities hereby secured have been demanded but this proviso shall not affect any person dealing with the Bank or put him on inquiry whether such demand has been made and Section 103 of the Law of Property Act 1925 shall not apply to this security.

7.2 The Assignor shall not have any right or claim against the Bank in respect of any loss arising out of such sale however such loss may have been caused and whether or not a better price could or might have been obtained on the sale surrender or other disposal of the Policy by either deferring or advancing the date of such sale or otherwise however.

7.3 The restriction contained in Section 93 of the Law of Property Act 1925 on the right of consolidating mortgage securities shall not apply to this security.

7.4 The receipt of any manager or officer of the Bank or of any branch thereof for any monies which may be or become payable or for any policy which may be or become deliverable for or in respect of or in exchange for the Policy (whether on a sale or surrender or otherwise) shall effectually discharge the person paying or delivering the same and any such person shall not be concerned to see to the application or be answerable for the misapplication thereof or be bound or concerned to see or enquire whether at the time of such payment or delivery any monies remain owing upon this Assignment.

## **8. COSTS CHARGES AND EXPENSES**

8.1 All costs charges and expenses incurred by the Bank and all other monies paid by the Bank in perfecting or otherwise in connection with this Assignment or in respect of the Policy shall be recoverable from the Assignor as a debt and may be debited to any account of the Assignor with the Bank and shall bear interest which shall be charged on the Policy.

8.2 Without prejudice to the generality of the provisions of Sub-clause 8.1 the costs recoverable by the Bank hereunder shall include:-

8.2.1 all monies expended by the Bank under Clause 6; and

8.2.2 all costs of the Bank (on an indemnity basis) of all proceedings for the enforcement of this Assignment or for obtaining payment of monies hereby secured or arising out of or in connection with the acts authorised by Clause 7.



## **9. CONTINUING SECURITY AND AMOUNT DUE**

- 9.1 Without prejudice to the generality of Clause 2 the charge created by this Assignment is made for the purpose of securing further advances and this Assignment shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatever and shall be without prejudice and in addition to any other right remedy or security whether by way of mortgage equitable charge or otherwise which the Bank may now or at any time hereafter or but for this Assignment would have on or in respect of the Policy or in respect of the monies hereby secured or any part thereof.
- 9.2 For any purpose connected with this Assignment any amount due to the Bank shall (save in the case of manifest error) be conclusively proved by a copy (signed by a manager or officer of the Bank or of any branch thereof) of the relevant account in the books of the Bank for the preceding three months or for such shorter period as may be covered by such account.

## **10. TRANSFER OF SECURITY**

The Bank may transfer the benefit of this security to any person provided the rights, interests and obligations of the Assignor under this Assignment are not unduly prejudiced by such transfer. The total amount of the liabilities of the Assignor to the Bank at the time of the transfer shall be treated as principal monies already due at that date.

## **11. NOTICE OF CHARGE OR DISPOSAL**

On receiving notice that the Assignor has encumbered or disposed of the Policy or any interest therein the Bank shall be entitled to close the Assignor's then current account or accounts and to open a new account or accounts with the Assignor and (without prejudice to any right of the Bank to combine accounts) no monies paid in or carried to the Assignor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice 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 Assignor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Assignor to the Bank at the time when it received such notice.

## **12. SET-OFF FORBEARANCE WAIVER AND VALIDITY**

- 12.1 The Assignor agrees that any monies from time to time standing to its credit on any account with the Bank may be retained as cover for and at any time without notice to the Assignor be applied by the Bank in or towards payment or satisfaction of any monies or liabilities now or hereafter from time to time due owing or incurred by the Assignor to the Bank in whatever manner whether presently payable or not whether actually or contingently whether solely or jointly with any other person and whether as principal or surety.
- 12.2 No delay or omission of the Bank in exercising any right power or privilege under this Assignment shall operate to impair such right power or privilege or be construed as a waiver thereof and any single or partial exercise of any right power or privilege shall not in any circumstances prevent any other or further exercise thereof or the exercise of any other right power or privilege.
- 12.3 Each of the provisions of this Assignment is severable and distinct from the others and if at any time any one or more provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired. In addition, the Bank may by giving notice in writing to the Assignor amend any such provision (but not so as to impose any more onerous obligation on the Assignor) with a view to making such provision (as amended) legal valid and enforceable.

## **13. CERTIFICATE OF NON-CONTRAVENTION**

Where the Assignor is a company (which expression shall for the avoidance of doubt include an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965) it is hereby certified that this Assignment does not contravene any of the provisions of the Assignor's Memorandum or Articles of Association or its Rules or other constitutional documents as the case may be.

## **14. GOVERNING LAW AND JURISDICTION**

This Deed of this Assignment shall be governed by and construed in accordance with English Law and the parties hereto agree to be subject to the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof Assignor has been executed by the Assignor and is intended to be and is hereby delivered on the date first above written.

THE SCHEDULE			
Office in which Policy effected	Life Assured	Number of Policy	Sum assured. Add "with profits" if applicable
AIG	DR ZARA ELIZABETH MARGARET ROSS	P186885550-01	\$250,000



SIGNED for and on behalf of  
THE CO-OPERATIVE BANK plc

*Almendale* Manager

SIGNED AND DELIVERED as a Deed by  
in the presence of-

Witness Signature .....

Address .....

Occupation .....

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect  
to , who informed me that he/she understood the same

Solicitor

SIGNED AND DELIVERED as a Deed by  
in the presence of-

Witness Signature .....

Address .....

Occupation .....

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to , who informed me that he/she understood the same

Solicitor



Executed as a deed by affixing the COMMON SEAL of  
Limited in the presence of:

Signature of [director] [committee member]

Signature of [director] [committee member]

Signature of secretary

OR

SIGNED as a Deed by BEU-MORE AND Signature [Signature] director

ALLIED TRADING DEVELOPMENT FUND

LIMITED acting by [a director and its secretary] [two directors] ) Signature [Signature] [secretary] [director]

SIGNED as a Deed by ) Signature Member

LLP acting by two members ) Signature Member

THIS RE-ASSIGNMENT made the day of 20 between  
(1) The Co-operative Bank p.l.c. and (2) the within-named Assignor

WITNESSES that the Bank hereby re-assigns the policy of life assurance specified in the within-written assignment and the full benefit thereof to the within-named Assignor absolutely released from the said assignment.

IN WITNESS whereof the Common Seal of The Co-operative Bank p.l.c. was hereunto affixed the day and year above written  
in the presence of

OR

SIGNED AS A DEED by THE CO-OPERATIVE BANK p.l.c. acting by its duly appointed attorney.....  
pursuant to a power of attorney dated 20 in the presence of

Witness Signature .....

Witness Name .....

Address .....

.....

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