



**Registration of a Charge**

Company Name: **PARK HOLIDAYS UK LIMITED**

Company Number: **02434151**



XB1G5Z5U

Received for filing in Electronic Format on the: **07/04/2022**

**Details of Charge**

Date of creation: **06/04/2022**

Charge code: **0243 4151 0036**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

**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 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 ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



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

Company number: 2434151

Charge code: 0243 4151 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2022 and created by PARK HOLIDAYS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2022 .

Given at Companies House, Cardiff on 12th April 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**

**Park Holidays UK Limited – Deed of Charge of Deposit with the Bank****THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

- Owner:** Park Holidays UK Limited (**Registered No:** 02434151)
- Bank:** National Westminster Bank Plc
- Deposit:** all amounts now and the deposit of £650,000 and all amounts in the future credited to the Account.
- Account:** the account with the following details with the Bank:  
 Account name: NWB RE PARK HOLIDAYS UK LIMITED  
 Account sort code: [REDACTED]  
 Account number: [REDACTED]
- BLPL:** Bridge Leisure Parks Limited (**Registered No:** 07071227)
- Future Obligor:** any affiliate of the Owner that owes any liabilities to the Bank may be designated as a Future Obligor if agreed between the Owner and the Bank.
- Current Ancillaries:** means each of the following:
- a) Cards facility with a limit of £300,000 granted to the Owner;
  - b) Settlement risk (notes and coins) facility with a limit of £247,500 granted to the Owner;
  - c) Cards facility with a limit of £25,000 granted to BLPL;
  - d) Settlement risk (notes and coins) facility with a limit of £67,500 granted to BLPL;
  - e) Overdraft BACS facility with a limit of £2,500,000 granted to the Owner;
  - f) Overdraft BACS facility with a limit of £4,400,000 (which will be increasing to a limit of £6,500,000 following the date of this deed) granted to the Owner; and
  - g) Overdraft BACS facility with a limit of £370,000 granted to the Owner.
- Future Ancillaries:** any future financing arrangements between the Bank and the Owner, BLPL and/or a Future Obligor may be designated as a Future Ancillary if agreed between the Owner and the Bank.

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are:

- (i) all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another);
  - (ii) all of BLPL's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another); and
  - (iii) all of any Future Obligor's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another),
- arising under the Current Ancillaries and the Future Ancillaries and, in the case of each of (i), (ii) and (iii), includes the items covered in clauses 1.1 and 1.2 below.

- 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 incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Deposit 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 and with full title guarantee charges all rights to the Deposit to the Bank.

3. **Restrictions and Undertakings**

- 3.1 The Owner will not without the Bank's consent:

- a) permit or create any mortgage, charge or lien on the Deposit.
- b) dispose of or assign the Deposit.
- c) make or permit any withdrawal from the Deposit. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.
- d) make any withdrawal from the Deposit. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

- 3.2 The Owner undertakes that on the date of this deed it will:

- b) ensure that the amount credited to the Account is no less than £650,000.
- c) deliver to the Bank (in form and substance satisfactory to the Bank) a certificate appending the following documents and certifying that such documents are true, complete and up-to-date on the date of this deed:
  - (i) a copy of the resolutions of the board of directors of the Owner authorising entry into this deed (and any documents related to this deed) and authorising specified persons to execute this deed (and any documents related to this deed); and
  - (ii) a copy of the resolutions of the shareholder(s) of the Owner authorising entry into this deed (and any documents related to this deed).

4. **The Deposit**

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

5. **Powers of the Bank**

- 5.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.
- 5.2 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.
- 5.3 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 a withdrawal will not waive this restriction in respect of future withdrawals.
- 5.4 The Bank may serve notice of this deed on any party to perfect the security.

**6. Power of Attorney**

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank 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 to take, continue or defend any proceedings.

**7. Application of Payments**

7.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

7.2 If the Bank receives notice of any charge or other interest affecting the Deposit, 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.

**8. Preservation of Other Security and Rights and Further Assurance**

8.1 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.

8.2 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.

**9. Consents, Notices and Demands**

9.1 All consents, notices and demands must be in writing.

9.2 The Bank may deliver a notice or demand to the Owner at its registered office.

9.3 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.

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

**10. 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.

**11. Possession and Exercise of Powers**

11.1 The Bank does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

11.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

11.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

**12. Release**

The Owner may request the discharge of the security constituted by this deed and the Bank shall grant such request provided that the Bank is satisfied that all present and future liabilities and obligations due, owing or incurred by the Owner, BLPL and any Future Obligor to the Bank under the Current Ancillaries and any Future Ancillaries have been fully and finally discharged.

13. **Law**



13.1 English law applies to this deed and the English courts have exclusive jurisdiction.

13.2 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.

### Signatures

#### The Owner

**Executed and Delivered** as a deed by  
**PARK HOLIDAYS UK LIMITED**

)   
) DF230E269C34F4...  
) Director  
)   
) 8564F1956C24F4...  
) Director/Secretary  
)

A witness is required if there is only one signature – which must be a Director

Witness' name in full \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Date 

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**You must date  
the document**