Companies House

MR01(ef)

Registration of a Charge

Company name: **PARCEL2GO.COM LIMITED**

Company number: **02591405**

Received for Electronic Filing: **28/02/2020**

X8ZREWN6

Details of Charge

Date of creation: **13/02/2020**

Charge code: **0259 1405 0004**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description: **PURSUANT TO CLAUSE 3.1.4 OF THE CHARGE, THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE TWO TRADEMARKS WITH REGISTERED NUMBERS UK00003423242 AND UK00003423243. PLEASE SEE SCHEDULE 2 FOR FURTHER INFORMATION.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **TRAVERS SMITH LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2591405

Charge code: 0259 1405 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2020 and created by PARCEL2GO.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2020 .

Given at Companies House, Cardiff on 2nd March 2020

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 13 February 2020

(1) P2G.COM WORLDWIDE LIMITED

(2) ASB TRADING LTD

(3) PARCEL2GO.COM LIMITED

AND

(4) HSBC UK BANK PLC

DEED OF ACCESSION

THIS DEED is dated 13 February 2020 between:

PARTIES

(1) **P2G.COM WORLDWIDE LIMITED** registered in England and Wales with company number 08212827;

(2) **ASB TRADING LTD** registered in England and Wales with company number 07531966;

(3) **PARCEL2GO.COM LIMITED** registered in England and Wales with company number 02591405,

(together the "**Additional Chargors**" and each an "**Additional Chargor**"); and

(4) **HSBC UK BANK PLC** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**", which expression shall include any person for the time being appointed as security trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

BACKGROUND

(A) Each Additional Chargor is a Subsidiary of the Company.

(B) The Company and others have entered into a debenture dated 3 December 2019 (the "**Debenture**") between the Company under and as defined in the Debenture and the Security Agent.

(C) Each Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.

(D) The Security Agent and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

(E) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed each Additional Chargor:

2.1.1 will become a party to the Debenture as a Chargor; and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of Clause 7 (*Negative pledge and disposals*) of the Debenture.

2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Additional Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by it to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. GRANT OF SECURITY

3.1 Fixed Security

Each Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 1 (*Details of Material Real Property*) of this Deed shall be a charge by way of legal mortgage) all its right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

3.1.1 the Material Real Property;

3.1.2 the Tangible Moveable Property;

3.1.3 the Accounts;

3.1.4 the Charged Intellectual Property;

3.1.5 any goodwill and rights in relation to the uncalled capital of that Additional Chargor;

3.1.6 the Investments and all Related Rights;

3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.

4. ASSIGNMENTS

Each Additional Chargor hereby assigns with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to that Additional Chargor's obligations under Clause 6.3 (*Consent of third parties*) of the Debenture, in each case both present and future:

4.1.1 the proceeds of any Insurance Policy;

4.1.2 all rights and claims in relation to any Assigned Account; and

4.1.3 each of the Specific Contracts,

and, in each case, all Related Rights.

5. FLOATING CHARGE

5.1.1 Each Additional Chargor hereby charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets not effectively charged by way of fixed charge under this Debenture.

5.1.2 The floating charge created by this Clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.

5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6. LAND REGISTRY RESTRICTION

Each Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No [**disposition *or specify type of disposition***] of the registered estate [(other than a charge)] 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 dated [●] in favour of [*Security Agent name*] of [*address*] referred to in the charges register [or [their conveyancer or ***specify appropriate details***]]."

7. MISCELLANEOUS

7.1 Construction of Debenture

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

7.2 References in Debenture

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

7.2.1 all references in the Debenture to Schedule 1 (*Details of Material Real Property*) (or any part of it) will include a reference to Schedule 1 (*Details of Material Real Property*) to this Deed (or relevant part of it);

7.2.2 all references in the Debenture to Schedule 2 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Intellectual Property*) to this Deed (or relevant part of it); and

7.2.3 all references in the Debenture to Schedule 3 (*Details of Shares*) (or any part of it) will include a reference to Schedule 3 (*Details of Shares*) to this Deed (or relevant part of it).

8. GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

9. JURISDICTION

9.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.3 Notwithstanding Clause 9.1 above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

10. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1
DETAILS OF MATERIAL REAL PROPERTY

Part I - Registered Land

Chargor	County and District/ London Borough	Description of Property	Title Number
None at the date of this deed.			

Part II - Unregistered Land

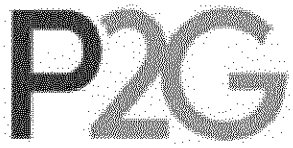
The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	County and District/ London Borough	Description of Property	Title Number
None at the date of this deed.			

SCHEDULE 2

DETAILS OF INTELLECTUAL PROPERTY

Trademarks

Mark	**Class**	**Application/Registration Number**
	39	UK00003423242
	39	UK00003423243

SCHEDULE 3
DETAILS OF SHARES

Chargor	**Name of Company in which Shares are held**	**Class of Shares**	**Number of Shares held**	**Issued Share Capital**
P2G.com Worldwide Limited	Parcel2Go.com Limited	Ordinary	1157	£1157
P2G.com Worldwide Limited	ASB Trading Ltd	Ordinary	2	£2

SIGNATURES TO DEED OF ACCESSION

The Additional Chargors

Executed and delivered as a deed by P2G.com Worldwide Limited acting by:)
)
)

[redacted]

Signature of director .....

Name of director ....JAMES GREENBURY.....

Signature of witness [redacted]

Name of witness .....KUSHAL PATEL.....

Address of witness [redacted]

Occupation of witness .....

Executed and delivered as a deed by ASB Trading Ltd acting by:)
)
)

[redacted]

Signature of director .....

Name of director ....JAMES GREENBURY.....

Signature of witness [redacted]

Name of witness .....KUSHAL PATEL.....

Address of witness [redacted]

Occupation of witness .....

Executed and delivered as a deed by)
Parcel2Go.com Limited acting by:)
)

[redacted]

Signature of director .....

Name of director ..... JAMES GREENBURY .....

Signature of witness ..... [redacted] .....

Name of witness ..... KUSHAL PATEL .....

Address of witness .. [redacted] ....

.. ....

.. ....

Occupation of witness .....

The Security Agent

Signed by [redacted])
)
for and on behalf of HSBC UK Bank plc:)