

# MR01

## Particulars of a charge

715385 / 123



Companies House



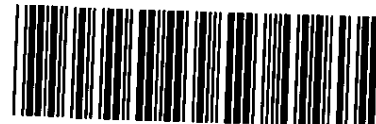
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08

WEDNESDAY



\*A70PKCDL\*

A33

28/02/2018

#142

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 2 7 1 7 8 3 8

Company name in full ☒ Matchesfashion Limited

13 For official use

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date ☒ 2 2 / 0 2 / 2 0 1 8

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name ☒ HSBC Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

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## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Jerome Hoyle**

Company name **Kirkland & Ellis International LLP**

Address **30 St Mary Axe**

Post town **London**

County/Region

Postcode **E C 3 A 8 A F**

Country

DX

Telephone **0207 469 2376**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 2717838

Charge code: 0271 7838 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2018 and created by MATCHESFASHION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2018.

Given at Companies House, Cardiff on 6th March 2018



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Bank Ref: NS

Checker's Initial

Dated 22 February 20 18

Name(s) of Depositors

to

HSBC Bank plc

**SECURITY OVER CASH DEPOSITS - DIRECT**

**IMPORTANT – PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS DEED**

This document is a Deed allowing HSBC Bank plc to set-off or transfer cash deposits made by you as described in this Deed. You should sign this Deed in front of a witness who should be your solicitor, other legal adviser or an HSBC Bank plc official.

- HSBC Bank plc will hold this Deed as security for all money and liabilities (referred to in this Deed as the “Debt”) (subject to the limitation as set out in this Deed) owed to HSBC Bank plc by you as set out in this Deed.
- This means that if any of the Debt is not paid when due, HSBC Bank plc can set-off or transfer the cash deposits and/or combine any account specified in this Deed with any other account in debit which you have with HSBC Bank plc.
- The Debt may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. The Debt may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements by you to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on your behalf.
- This Deed is separate from, and not limited by, any other deed, agreement or arrangement, mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Deed contains other terms which affect you.

This Deed is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

I certify that this  
is a true copy (subject  
only to certain permitted  
redactions).

*James Fyfe*

Kirkland & Ellis

Bank Ref: NS

THIS DEED is made the 22 day of February two thousand and eighteen

BETWEEN Matchesfashion Limited (registered in England and Wales with number 02717838) ("you")  
and HSBC BANK plc ("the Bank")

**Meaning of certain words and phrases**

1. (a) "Account" means the account(s) listed in the schedule, including any renewal, substitution or redesignation of the account(s);
- (b) "Deposit" means all your present and future rights to, and interest in, all of the amounts from time to time credited to the Account less that which is, with the Bank's agreement, debited to the Account. This includes all interest and other benefits arising in connection with those amounts unless the Bank otherwise agrees in writing.
- (c) "Debt" means all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank. This includes, but is not limited to:
- (i) overdrafts, personal and other loans or facilities and further advances of money;
  - (ii) guarantees and indemnities to the Bank and any of your other contingent liabilities;
  - (iii) discount, commission and other lawful charges and expenses;
  - (iv) interest in accordance with any agreement between you and the Bank and if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
  - (v) money agreed to be paid by you under clause 16 below.

The total amount of the money and liabilities referred to in (c) (i) and (ii) above that the Bank can recover from you under this Deed shall be limited to £250,000 (Two Hundred and Fifty Thousand Pounds).

The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.

**Bank Ref: NS**

**The Main Subject Matter of this Deed**

2. The Bank may, without notice:
- (a) set-off or transfer the Deposit (or any part of it) in payment of the Debt (or any part of it) which is due for payment and has not been paid;
  - (b) set-off or transfer (including a transfer to a specific account in the Bank's name) the Deposit (or any part of it) in payment of the Debt (or any part of it, including any part which is a contingent liability), regardless of whether it is due for payment;
  - (c) combine any Account with any other account in debit which you have with the Bank; and
  - (d) for the purposes of this Deed, value the Debt (or any part of it) which is a contingent liability as the Bank reasonably considers appropriate.

**Maintenance of the Deposit**

3. (a) You shall at all times maintain a Deposit of at least the amount specified in the Schedule to this Deed (if any such amount is so specified). Regardless of any other provision of this Deed, if the Deposit exceeds the amount specified in the Schedule the excess will be available to you.
- (b) The Bank has no duty to account to you in respect of the Deposit (or any part of it) and you cannot withdraw, charge or transfer the Deposit (or any part of it) until it becomes available in accordance with clause 4 below but subject always to clause 5 below.

**Availability of the Deposit to You**

4. The Deposit will become available to you (but if deposited for a fixed period, only subject to the terms of that fixed deposit) on the first date on which the Bank is satisfied that there is no outstanding Debt and the Bank is not obliged (actually or contingently) to do anything which would cause any Debt to arise at a later date.
5. If the Deposit (or any part of it) becomes available to you under clause 4 above, the Bank may exercise any other rights which the Bank may have against the Deposit (or that part of it) which may include statutory and other legal rights of set-off, combination and transfer.

**Deposit held for a fixed period**

6. Any agreement that the Deposit (or any part of it) is to be held on deposit for a fixed period:
- (a) will only be effective for the purposes of calculating and paying interest;
  - (b) will not affect any of the Bank's rights under this Deed;
  - (c) will not stop the Bank from taking action under this Deed during the fixed period.

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7. When exercising its rights under this Deed, the Bank can end any fixed deposit period and adjust any interest payable by the Bank accordingly.
8. When a fixed deposit period ends, the Bank will, until the Deposit becomes available in accordance with clause 4 above, continue to hold that amount on the agreed terms or, if there is no agreement, on the terms that the Bank reasonably considers appropriate.

**Additional Security and Independence**

9. The Bank may secure the Debt (or any part of it) in ways other than those described in this Deed. The Bank's rights in relation to any other security for the Debt (or any part of it) are not affected by the Bank's rights under this Deed, nor vice versa.
10. The Bank's rights under this Deed, and clause 2 above in particular, are in addition to, and independent of, any other security which the Bank may hold at any time for the Debt and any lien or other rights the Bank may have to set-off, combine or consolidate any of your accounts.
11. No prior security held by the Bank over the Deposit shall merge with the Bank's rights under this Deed.

**Duration of this Deed**

12. This Deed remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until it is released by the Bank in writing.

**Interest**

13. Interest accruing on the Deposit (or any part of it) will be added to the Deposit unless the Bank otherwise agrees in writing.

**Currency Conversion**

14. The Bank may convert any money received under this Deed (other than any money received in Pounds sterling) from the currency in which it is received into any other currency. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange.
15. The Bank is entitled to deduct the costs, charges and expenses that it would normally incur from any amount that it converts into another currency.

**Costs and Expenses**

16. (a) You must pay all costs, charges and expenses (including any relevant taxes and legal fees) directly or indirectly incurred by the Bank in connection with the execution, implementation or enforcement of this Deed.  
(b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, if unpaid, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable upon demand.



**Bank Ref: NS**

**Non-Assignment**

17. You may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under this Deed (other than to the Bank) unless the Bank otherwise agrees in writing.

**Joint and individual responsibilities**

18. If there is more than one of you, your responsibilities under this Deed apply to each of you individually as well as jointly. If this Deed is unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your responsibilities under this Deed.

**Severance and modification of clauses**

19. If any of the clauses (or part of a clause) of this Deed becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
20. If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

**Interpretation**

21. (a) In this Deed:
- (i) the headings are used for guidance only;
  - (ii) a reference to a person includes a body corporate;
  - (iii) a reference to you includes a reference to your legal personal representative, successors and transferees.
  - (iv) references to the singular include the plural and vice versa; and
  - (v) a reference to the Bank includes a reference to its successors and transferees.
- (b) Where the words "the Bank reasonably considers appropriate" appear in any clause, you agree that it is reasonable for the Bank to consider something appropriate if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the preservation of the Bank's rights under this Deed or the Deposit; or
  - (ii) the Bank's ability to recover the Debt.

**Governing Law**

22. (a) This Deed will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law.
- (b) Both you and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Deed

Bank Ref: NS

Your deposit account number: [REDACTED] Schedule  
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*You must at all times maintain a Deposit of at least Two Hundred and Fifty Thousand pounds sterling*

Important – please read the notes on the front page before signing this Deed. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

Signed as a deed by **Matchesfashion Limited** acting by

Signature

Director

(For use by a Company without a Common Seal)

Name in Full ULRIC CHRISTOPHE FRANCOIS JEROME  
(Block letters)

Signature

Director/Secretary

Name in Full FIONA LOUISE GREINER  
(Block letters)

Executed as a deed by affixing the Common Seal of \_\_\_\_\_ in the presence of:

Director

Company Seal

(For use by a Company with a Common Seal)

Director/Secretary \_\_\_\_\_

For and on behalf of HSBC Bank plc

\_\_\_\_\_

Bank ref: (NS)

Important – please read the notes on the front page before signing this Deed. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

Signed as a deed by Matchesfashion  
Limited acting by

Signature \_\_\_\_\_

Director

(For use by a  
Company  
without a  
Common  
Seal)

Name in Full \_\_\_\_\_  
(Block letters)

Signature \_\_\_\_\_

Director/Secretary

Name in Full \_\_\_\_\_  
(Block letters)

Executed as a deed by affixing the Common  
Seal of \_\_\_\_\_ in the presence of:

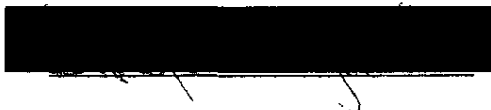
Director \_\_\_\_\_

Company  
Seal

(For use by a  
Company  
with a  
Common  
Seal)

Director/Secretary \_\_\_\_\_

For and on behalf of HSBC Bank plc



Bank ref: (NS)