

MR01

Particulars of a charge



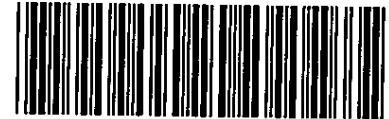
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A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service
Please go to www.companieshouse.gov.uk

☒ **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 there is no
instrument. Use form MR08



A41 *A2DV5FEM* 01/08/2013 #96
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.

1 Company details

Company number 03141013

Company name in full Urban Splash Group Limited (the "Company") ✓

For official use

→ **Filing 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 26/07/2013 ✓

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 (the "Bank") ✓

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

1 The Bank has no duty to account to the Company in respect of the deposit (all the Company's present and future rights to, and interest in, all of the amounts from time to time credited to the account listed in the schedule to the Charge (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) (the "Deposit") (or any part of it) and the Company cannot withdraw, charge or transfer the Deposit (or any part of it) until it becomes available in accordance with clause 2 below but subject always to clause 3 below

2 The Deposit will become available to the Company (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 (all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank) (the "Debt") and the Bank is not obliged (actually or contingently) to do anything which would cause any Debt to arise at a later date

3 If the Deposit (or any part of it) becomes available to the Company under clause 2 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

5

Fixed charge or fixed security

Does the instrument include a fixed 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

6

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

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any 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 ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

DLA PIPER UK LLP

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Maria Scott**

Company name **DLA Piper UK LLP**

Address **3 Noble Street**

London

Post town

County/Region

Postcode

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Country

DX **DX 33866 Finsbury Square**

Telephone **08700 111 111**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3141013

Charge code: 0314 1013 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2013 and created by URBAN SPLASH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2013.

DX

Given at Companies House, Cardiff on 5th August 2013



Checker's Initial

Bank Ref: NS

Dated 26 July 2013

Urban Splash Group Limited

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") 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.



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 30/07/2013
SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

Bank Ref. NS

THIS DEED is made the 26 day of July two thousand and thirteen

BETWEEN URBAN SPLASH GROUP LIMITED (COMPANY NUMBER 03141013) ("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 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

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

Bank Ref. NS

- 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 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, once debited, 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

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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.

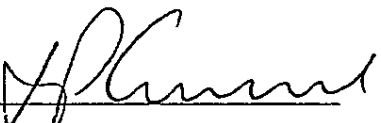

Bank Ref: NS

Schedule

Your current account(s) number: 03837035 and Sort Code 403124

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 **URBAN SPLASH
GROUP LIMITED** acting by

Signature , Director 

Name in Full
JULIAN PETER CURNUTT.
(Block letters)

Signature  Director/Secretary

Name in Full
Tan Olayomi
(Block letters)

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 **URBAN SPLASH
GROUP LIMITED** acting by

Signature _____ Director

Name in Full

(Block letters)

Signature _____ Director/Secretary

Name in Full

(Block letters)

For and on behalf of HSBC Bank plc

 _____

Bank ref: (NS)