



Registration of a Charge

Company name: **G K A (1996) LTD**

Company number: **03201981**



X9ZVJSBT

Received for Electronic Filing: **09/03/2021**

Details of Charge

Date of creation: **02/03/2021**

Charge code: **0320 1981 0003**

Persons entitled: **ANDREW CHRISTIAAN LEMS AND SUSAN ANNE LEMS**

Brief description: **ALL LAND NOW OWNED BY THE COMPANY AND WHICH THE COMPANY ACQUIRES IN THE FUTURE. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BRABNERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3201981

Charge code: 0320 1981 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by G K A (1996) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2021 .

Given at Companies House, Cardiff on 10th March 2021

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 DEBENTURE is dated the 2nd day of March 2021

PARTIES

- 1 **Debenture Holder:** Andrew Christiaan Lems and Susan Anne Lems both of The Grange, Preston Road, Coppull, Chorley PR7 5HY; and
- 2 **Company:** G K A (1996) Ltd, a company incorporated in England and Wales with registered number 03201981 whose registered office is at c/o Mr A Lems, 28 Market Street, Wigan, Lancashire, WN1 1HX.

OPERATIVE PROVISIONS:

1 Interpretation

The meanings of the capitalised terms used in this Debenture are set out in the Definitions section at the end of this Debenture.

2 Company's Obligations

The Company covenants to pay or discharge the Secured Liabilities to the Debenture Holder on demand when they become due.

3 Charges

As security for payment of the Secured Liabilities, the Company charges to the Debenture Holder with full title guarantee:

- 3.1 by way of legal mortgage all Land now owned by the Company;
- 3.2 by way of fixed equitable charge all Land which the Company acquires in the future;
- 3.3 by way of separate fixed charges:
 - 3.3.1 all the goodwill and uncalled capital of the Company, present or future;
 - 3.3.2 the Securities;
 - 3.3.3 the Insurances;
 - 3.3.4 the Intellectual Property;
 - 3.3.5 the Debts;
 - 3.3.6 the Other Claims;
 - 3.3.7 the Fixed Plant and Equipment; and

3.3.8 the Loose Plant and Equipment.

3.4 by way of floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage.

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Protection of Debenture Holder's Rights

4.1 The Company covenants not, without the prior written consent of the Debenture Holder:

4.1.1 to create (otherwise than in favour of the Debenture Holder) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets save for the Charge of Deposit dated 6 October 2010 and the Debenture dated 16 April 2008 both granted by the Company in favour of Royal Bank of Scotland plc (**Existing Charges**);

4.1.2 to part with or dispose of any of the Assets charged by way of fixed charge or mortgage save for the Existing Charges; or

4.1.3 to part with or dispose of all or any of the Assets charged by way of floating charge except for the Existing Charges or otherwise in the ordinary course of carrying on its business as a going concern.

4.2 The Debenture Holder may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any Assets which are specified in any such notice.

4.3 Any such floating charge (referred to in clause 4.2 above) shall automatically be converted into a fixed charge:

4.3.1 in respect of any Assets, immediately prior to the Company agreeing or resolving (unless the Debenture Holder has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern; and

4.3.2 in respect of all the Assets, if the Company ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium or compromise with the Company's creditors, or any class of them, is proposed or put into effect.

4.4 This Debenture shall be a continuing security to the Debenture Holder and shall remain in full force and effect until expressly discharged in writing by the Debenture Holder.

Covenants

5.1 While this Debenture continues in force the Company shall:

- 5.1.1 provide to the Debenture Holder all information and copies of all documents which the Debenture Holder may reasonably require relating to the financial affairs of the Company;
- 5.1.2 provide to the Debenture Holder not later than ninety (90) days after the end of each financial year (or such other period as the Debenture Holder may at any time reasonably specify in writing), copies of a profit and loss account and balance sheet of the Company;
- 5.1.3 put and keep all its freehold buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition;
- 5.1.3 comply with its leases of leasehold property;
- 5.1.4 keep all buildings and all plant, machinery, fixtures and fittings in good repair and condition and permit any person or persons nominated by the Debenture Holder free access at all reasonable times to view the state and condition thereof;
- 5.1.5 apply any insurance proceeds in making good the loss or damage;
- 5.1.6 maintain all insurances as are normally maintained by prudent companies carrying on similar businesses;
- 5.1.7 pay all premiums and other monies necessary to effect and keep up such insurances on the same becoming due and on demand produce to the Debenture Holder the policy or policies of such insurance and the receipt for every such payment;
- 5.1.8 comply at all times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow any thing to occur or continue, which will or may in the reasonable opinion of the Debenture Holder cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it;
- 5.1.9 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;
- 5.1.11 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing; and

- 5.1.12 take all action necessary to maintain any registered rights to Intellectual Property in full force and effect, and to make and pursue all applications which it is entitled to make for any such rights.

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Remedies

If the Company is in default under any of the covenants set out in clause 5.1 above (or any of its other obligations under this Debenture), the Debenture Holder may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance.

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Demand and Enforcement

- 7.1 This Debenture shall become enforceable:
 - 7.1.1 If the Company fails to pay any of the Secured Liabilities when they become due;
 - 7.1.2 upon any request being made by the Company to the Debenture Holder for the appointment of a receiver or for the Debenture Holder to exercise any other power or right available to it; or
 - 7.1.4 upon the appointment of a liquidator or administrator in respect of the Company.
- 7.2 Any demand for payment, and any other notice to be given by the Debenture Holder under this Debenture, shall be in writing and may be made or given at any place of business of the Company or at its registered office:
 - 7.2.1 by delivering it to any such place; or
 - 7.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10 a.m. on the next business day after posting, and proof of posting shall be proof of delivery); or
- 7.3 At any time after this Debenture has become enforceable the Debenture Holder may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925.
- 7.4 The restrictions imposed by section 103 of that Act shall not apply, and the Debenture Holder may delegate the exercise of its power of sale to any Receiver or other person.

- 8.1 At any time after this Debenture has become enforceable, or if the Company so requests at any time, the Debenture Holder may appoint any person or persons (the **Receiver**) to be a receiver or receivers of all or any part of the Assets charged under or pursuant to this Debenture. An appointment over part only of the Assets shall not preclude the Debenture Holder from making any subsequent appointment over any other part of the Assets.
- 8.2 The appointment of a Receiver shall be in writing, and may be signed by any director or employee on behalf of the Debenture Holder. Where more than one person is acting at any time as Receiver, they shall have the power to act severally as well as jointly.
- 8.3 The Debenture Holder may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the Law of Property Act 1925) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets.
- 8.4 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Debenture Holder, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986, Schedule 1 (whether or not he is an administrative receiver), and in applying that Schedule:
- 8.4.1 the words **he** and **him** refer to the Receiver; and
- 8.4.2 references to the **property of the company** are to the Assets over which the Receiver is appointed;
- 8.4.3 and, in particular, by way of addition to but without limiting such powers (and without prejudice to the Debenture Holder's powers), the Receiver shall have power to do the following things, namely:
- (a) power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment); and
- (b) power to maintain, repair, make safe, improve and develop any Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset.

Attorney

- 9.1 The Company under this Debenture irrevocably and by way of security appoints the Debenture Holder (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any Debenture or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the Debenture Holder in its sole opinion may consider necessary or desirable for perfecting the Debenture Holder's title to any of the Assets or enabling the Debenture Holder or the Receiver to exercise any of its or his rights or powers under this Debenture.
- 9.2 The Company shall upon written request from the Debenture Holder satisfy and confirm anything such attorney shall lawfully and properly do.

Application of Proceeds/Payment of moneys

Any monies received by the Receiver shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority:

- 10.1.1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;
- 10.1.2 in or towards satisfaction of the Secured Liabilities in such order as the Debenture Holder may at its discretion require; and
- 10.1.3 as to the surplus (if any) to the person or persons entitled thereto.

Consolidation

- 11.1 In addition to any rights of set-off or otherwise which it may have, the Debenture Holder shall have the right at any time or times, without notice to the Company, to set-off any liability or obligation owed to it by the Company against any liability or obligation owed by it to the Company.
- 11.2 The Debenture Holder's rights under the foregoing clause apply:
- 11.2.1 once any liability concerned has fallen due for payment;

- 11.2.4 in respect of any liabilities owed to the Debenture Holder by the Company, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

Protection Provisions

- 12.1 In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Debenture Holder, as varied and extended by this Debenture, and all other powers of the Debenture Holder, shall be deemed to arise and be exercisable immediately after the execution of this Debenture.
- 12.2 No purchaser from or other person dealing with the Debenture Holder, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the Secured Liabilities remain outstanding, nor whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.
- 12.3 The receipt of the Debenture Holder or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any monies paid to or by the direction of the Debenture Holder or the Receiver.
- 12.4 Neither the Debenture Holder nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture.
- 12.5 Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Debenture Holder or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Debenture Holder or the Receiver enters into possession of any Asset it shall be entitled at any time it or he thinks fit to go out of such possession.
- 12.6 The Company shall indemnify and keep indemnified the Debenture Holder, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets.

- 12.7 The provisions of this clause shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

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Miscellaneous Provisions

- 13.1 **Debenture Holder's Rights:** The rights, powers and discretions given to the Debenture Holder in this Debenture:
- 13.1.1 may be exercised as often as, and in such manner as, the Debenture Holder thinks fit;
 - 13.1.2 are cumulative, and are not exclusive of any of its rights under the general law;
 - 13.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.
- 13.2 **Illegality:** If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- 13.2.1 the validity or enforceability of any other provision in any jurisdiction; or
 - 13.2.2 the validity or enforceability of that particular provision in any other jurisdiction.
- 13.3 **Costs:** All reasonable and proper costs, charges and expenses incurred or paid by the Debenture Holder or by the Receiver in the exercise of any power or right given by this Debenture shall be borne by the Company.
- 13.4 **Information:** The Debenture Holder may from time to time seek from any other person having dealings with the Company such information about the Company and its affairs as the Debenture Holder may think fit and the Company by this Debenture authorises and requests any such person to provide any such information to the Debenture Holder.
- 13.5 **Assignment:** The Debenture Holder may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee. The Company shall not be entitled to assign, transfer or otherwise deal with any rights or obligations under this Debenture without the prior written consent of the Debenture Holder.
- 13.6 **Indulgence:** The Debenture Holder may without discharging or in any way affecting the security created by this Debenture or any remedy of the Debenture Holder grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Company and may make any arrangement, variation or release with any person or

persons without prejudice either to this Debenture or the liability of the Company for the monies, obligations and liabilities secured by this Debenture.

- 13.7 **Severance:** The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be impaired.
- 13.8 **Statutes:** Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 13.9 **Other Rights:** The execution by the Debenture Holder of this Debenture shall not operate to prohibit or estop the Debenture Holder from exercising any rights which he may have against the Company contained in this Debenture or otherwise nor shall anything contained in this Debenture so operate.

14 **Assurance**

The Company shall whenever requested by the Debenture Holder immediately execute and sign all such Debentures and documents and do all such things as the Debenture Holder may reasonably require at the Company's cost over any property or assets specified by the Debenture Holder for the purpose of perfecting by this Debenture.

15 **Interpretation**

- 15.1 In this Debenture unless the context otherwise requires:
- 15.1.1 the singular includes the plural and vice versa, and reference to any gender includes the other genders and references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
 - 15.1.2 words and phrases defined in the Companies Act 2006 have the same meanings in this Agreement but the word **Company** includes any body corporate;
 - 15.1.3 references to **clauses** are to clauses or sub-clauses of this Debenture, references to a **Schedule** are to a schedule to this Debenture and references within a Schedule to **paragraphs** are to paragraphs or sub-paragraphs of that Schedule;
 - 15.1.4 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any

past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.

16 Governing Law and Jurisdiction

This Debenture shall be governed by and construed in accordance with the law of England and Wales, and the Company submits to the jurisdiction of the English and Welsh courts for the purposes of any dispute in relation to it.

17 Definitions

17.1 In this Debenture, unless the context otherwise requires:

Assets

means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future;

Debts

means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated (including any rent or income arising from, due or attributable to land together with all Company bank account credit balances and securities given to secure payment of any such debt;

Encumbrance

means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;

Fixed Plant and Equipment

means all plant, machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any

means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

Fixtures

means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures;

Guarantee

means a guarantee granted by the Company on the date of this Debenture to the Debenture Holder in respect of the obligations of S.D.M. 2019 Ltd under the terms of the SPA;

Insurances

means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

Intellectual Property

means all the right title and interest of the Company (now or in the future) in or to any of the following:

the customer list of the Company from time to time including the database containing names, addresses, purchasing and enquiry history;

any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;

any invention, copyright, design right or performance right;

any trade secrets, know-how and confidential information;

the benefit of any agreement or licence for the use (by the Company and any other person) of any such right;

the domain names of the Company;

Land

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit

of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land;

Debenture Holder

includes persons deriving title under the Debenture Holder;

Loose Plant and Equipment

means all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment;

Other Claims

means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture;

Receiver

means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;

Secured Liabilities

means all monies due and owing by the Company to the Debenture Holder under or in respect of the Guarantee;

Securities

means all the right, title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person;

SPA

means an agreement dated on the date of this Debenture pursuant to which the Debenture Holders sold the entire issued share capital of the Company to S.D.M. 2019 Ltd (company number 11852560);

Stocks

means the stock in trade of the Company from time to time.

EXECUTED AND DELIVERED AS A DEBENTURE by the Company, and executed by the Debenture Holder, on the date which first appears in the Debenture.

EXECUTED and DELIVERED
as a DEED by G K A (1996) Ltd

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A. C. Lems
.....
Director

acting by a director, in the presence of:

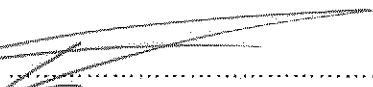
Witness:

Signature

Name

Address

Occupation


Rupert G. L.
113 Tarn Road
Cheshire
Solicitor

EXECUTED and DELIVERED
as a DEED by ANDREW CHRISTIAAN LEMS
in the presence of:

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)

A. C. Lems
.....

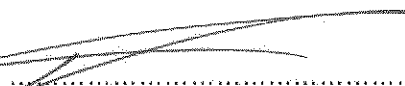
Witness:

Signature

Name

Address

Occupation


Rupert G. L.
113 Tarn Road
Cheshire
Solicitor

EXECUTED and DELIVERED
as a DEED by SUSAN ANNE LEMS
in the presence of:
Witness:

)
) Susan Lems
)

Signature
Name Robert Gill
Address 13 Town Row
..... Chester
Occupation School
.....