



Registration of a Charge

Company name: **TRINITY HOMECARE LIMITED**

Company number: **03290978**



X9H5BT08

Received for Electronic Filing: **05/11/2020**

Details of Charge

Date of creation: **29/10/2020**

Charge code: **0329 0978 0001**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description:

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:

ALEX PICKETT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3290978

Charge code: 0329 0978 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2020 and created by TRINITY HOMECARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2020 .

Given at Companies House, Cardiff on 6th November 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

DATE: 29 October 2020

PARTIES

- 1 **TRINITY HOMECARE GROUP LTD** (registered number 08023909) with its registered office at 1 - 15 Central Road, Worcester Park, Surrey, KT4 8EG ("**THGL**") (the "**Additional Chargors**");
- 2 **TRINITY HOMECARE LIMITED** (registered number 03290978) with its registered office at 1 - 15 Central Road, Worcester Park, Surrey, KT4 8EG ("**THL**");
- 3 **TRINITY CARE AT HOME LTD** (registered number 07081393) with its registered office at 1 - 15 Central Road, Worcester Park, Surrey, KT4 8EG ("**TCAHL**") (together with THGL and THL, the "**Additional Chargors**"); and
- 4 **SHAWBROOK BANK LIMITED** acting as Lender (the "**Lender**").

BACKGROUND

- A THGL is a Subsidiary of the Borrower and THL and TCAHL are Subsidiaries of THGL.
- B The Borrower and others have entered into a security agreement dated 3 March 2020 (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Lender.
- C The Additional Chargors have agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Lender and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement 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 of the Additional Chargors:

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 Each of the Additional Chargors hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it or any other Obligor to the Lender when the same become due whether by acceleration or otherwise.

2.3 Neither the covenant to pay in clause 2.2 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

As a continuing security for the payment or discharge of the Secured Liabilities, each of the Additional Chargors with full title guarantee hereby:

- 3.1.1 grants to the Lender, a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Lender, by way of first fixed charge, all its:
 - 3.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1;
 - 3.1.2.2 Properties acquired by it after the date of this deed;
 - 3.1.2.3 Property Interests;
 - 3.1.2.4 Equipment;
 - 3.1.2.5 Securities;
 - 3.1.2.6 Intellectual Property;
 - 3.1.2.7 Insurance Policies;
 - 3.1.2.8 Debts;
 - 3.1.2.9 Accounts;
 - 3.1.2.10 Pension Fund Interests;
 - 3.1.2.11 Goodwill and Uncalled Capital; and
 - 3.1.2.12 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1- 3.1.4 inclusive.
- 3.1.3 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Lender, absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 **Floating security**

As a continuing security for the payment or discharge of the Secured Liabilities, each of the Additional Chargors with full title guarantee hereby charges to the Lender, by way of first floating charge, (a) all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 – 3.1.4 (*Fixed security*) inclusive and (b) all its assets situated in Scotland.

3.3 **Leasehold security restrictions**

- 3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement, and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant condition or waiver has been excluded or obtained.
- 3.3.2 For each Excluded Property, each of the Additional Chargors undertakes to:
 - 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed

and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;

3.3.2.2 upon request, keep the Lender informed of its progress in obtaining such consent or waiver; and

3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Lender with a copy.

3.3.3 Immediately upon receipt of any consent or waiver referred to in clause 3.3.2, the relevant formerly Excluded Property shall stand charged to the Lender under clause 3.1.1, clause 3.1.2.1, clause 3.1.2.2 or clause 3.1.2.3 (Fixed security) of the Security Agreement as the case may be. If required by the Lender at any time following receipt of that waiver or consent, the relevant Additional Chargor will execute a valid fixed charge in such form as the Lender shall require.

4 **Land Registry restriction**

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause 6.1.2 (*Property acquisitions*) of the Security Agreement, each of the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Shawbrook Bank Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5 **Miscellaneous**

With effect from the date of this deed:

5.1 the Security Agreement 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);

5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7 **Enforcement**

7.1 **Jurisdiction of English courts**

7.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").

7.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

7.1.3 This clause 7 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other

courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

7.2 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Additional Chargor incorporated outside England & Wales (if any):

7.2.1 irrevocably appoints PWC Holdco 1 Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

7.2.2 agrees that failure by a process agent to notify the relevant Additional Chargor of the process will not invalidate the proceedings concerned.

8 **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 executed by the Additional Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Lender.

SCHEDULE 1

Properties currently owned

Part A: Registered Land

None as at the date of this Deed.

Part B: Unregistered Land

None as at the date of this Deed.

SCHEDULE 2

Accounts

Chargor	Bank	Account name	Account number	Sort code
Trinity Homecare Group Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Homecare Group Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Homecare Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Homecare Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Care at Home Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Care at Home Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]
Trinity Care at Home Limited	HSBC UK Bank plc	[REDACTED]	[REDACTED]	[REDACTED]

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a **DEED** and)
DELIVERED by **TRINITY**)
HEMOCARE GROUP LTD)
acting by:)

Director



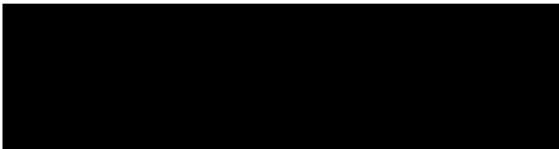
Director



The Additional Chargor

EXECUTED as a **DEED** and)
DELIVERED by **TRINITY**)
HEMOCARE LIMITED)
acting by:)

Director



Director



The Additional Chargor

EXECUTED as a **DEED** and)
DELIVERED by **TRINITY**)
CARE AT HOME LTD)
acting by:)

Director



Director



The Lender

SIGNED by)
for and on behalf of **SHAWBROOK**)
BANK LIMITED:)

