



Registration of a Charge

Company Name: **ACUMIN CONSULTING LIMITED**

Company Number: **03688086**



XCD386YZ

Received for filing in Electronic Format on the: **29/09/2023**

Details of Charge

Date of creation: **27/09/2023**

Charge code: **0368 8086 0003**

Persons entitled: **MITSUBISHI HC CAPITAL UK PLC**

Brief description: **DEBENTURE**

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: **KAYLEIGH ANDREWS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3688086

Charge code: 0368 8086 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2023 and created by ACUMIN CONSULTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2023 .

Given at Companies House, Cardiff on 4th October 2023

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**



Guarantor Debenture

Incorporated into an agreement between:

This Debenture is entered into on 27/9/2023 | 11:12 EDT and is made between:

ACUMIN CONSULTING LIMITED

registered in England with the
number 03688086

whose address for the purposes of
this Agreement is 10 Alie Street,
London, England, E1 8DE

("Obligor")

and

**Mitsubishi HC Capital UK PLC trading as
Novuna Business Cash Flow**, registered in
England with the number 01630491, (and its
successors and assigns)

("Novuna")

Dated: 27/9/2023 | 11:12 EDT

GUARANTOR DEBENTURE

BACKGROUND

Novuna has agreed pursuant to a Master Services Agreement dated the 04/09/2023 (the "**Master Services Agreement**") to provide RED SNAPPER RECRUITMENT LIMITED (the "**Client**") with finance facilities on a secured basis. Pursuant to a guarantee and indemnity dated 04/09/2023 (the "**Guarantee**") the Obligor has agreed to guarantee all of the obligations of the Client to Novuna including (without limit) pursuant to the Master Services Agreement and to indemnify Novuna for any losses it may suffer as a result of the Client's failure to perform such obligations. The Obligor has agreed to grant this debenture as security for, amongst other things, its obligations under the Guarantee.

In this debenture references to:

the Obligor's "**Property**" include a reference to any part of it;

"**Land**" are a reference to any interest in heritable, freehold or leasehold land;

a "**Subsidiary**" is to an entity controlled, directly or indirectly, by the Obligor or by a subsidiary of the Obligor.

1 OBLIGOR'S OBLIGATIONS

The Obligor will pay to Novuna on demand all its Obligations. The Obligor's Obligations are all the Obligor's liabilities to Novuna, present, future, actual or contingent and whether incurred alone or jointly with another and including, without limitation, under the Guarantee and:

- 1.1 interest at the same rate as the Discount charged by Novuna to the Client under the Master Services Agreement, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by Novuna;
- 1.2 any expenses Novuna or an administrator or receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:

- 1.2.1 the Obligor's Property charged by Clause 2; and/or
- 1.2.2 taking, perfecting, protecting and/or enforcing any right, or exercising any power, under this deed.

2 CHARGE

The Obligor, as a continuing security for its Obligations and with full title guarantee, grants to Novuna:

- 2.1 a legal mortgage over all the Obligor's Land specified in the Schedule; and
- 2.2 a first fixed charge over the following Property of the Obligor, owned now or in the future (each being a separate and independent fixed charge):
 - 2.2.1 all Land vested in or charged to the Obligor; and
 - 2.2.2 all fixtures and fittings attached to that Land; and
 - 2.2.3 all rents receivable from any lease granted out of that Land; and
 - 2.2.4 all plant and machinery, including any associated warranties and maintenance contracts; and
 - 2.2.5 all the goodwill of the Obligor's business; and
 - 2.2.6 any uncalled capital in the Obligor; and
 - 2.2.7 all stock, shares and other securities held by the Obligor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities; and

GUARANTOR DEBENTURE

2.2.8 all intellectual property, licences, claims, insurance policies and the proceeds of any insurance; and

2.2.9 the benefit of any hedging arrangements, futures transactions or treasury instruments; and

2.3 a floating charge over all the other property, assets and rights of the Obligor owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by Novuna. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this floating charge.

3. RESTRICTIONS

The Obligor will not, without Novuna's prior written consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on any of its Property; or
- 3.2 dispose of, transfer or grant to any third party any rights or any interest in or to any or all of its the Property charged by clauses 2.1 and 2.2 above; or
- 3.3 dispose of any or all of the Property charged by clause 2.3, other than in the ordinary course of business; or
- 3.4 call on, or accept payment of, any uncalled capital; or
- 3.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting; or
- 3.6 dispose of, part with or share possession or occupation of, any of its Land.

4 PROPERTY UNDERTAKINGS

The Obligor will:

- 4.1 permit Novuna at any time to inspect all and any of its Property;
- 4.2 keep all its Property of an insurable nature comprehensively insured to Novuna's reasonable satisfaction for its full reinstatement cost and if the Obligor fails to do so, Novuna may arrange insurance at the Obligor's expense;
- 4.3 hold on trust for Novuna all proceeds of any insurance in respect of any of its Property. At Novuna's option, the Obligor will apply the proceeds in making good the relevant loss or damage, or to reduce the Obligor's Obligations;
- 4.4 where required by Novuna, deposit with Novuna all insurance policies (or copies where Novuna agrees), and all deeds and documents of title relating to its Property;
- 4.5 keep its Property in good condition;
- 4.6 not, without Novuna's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under any applicable building regulations.

5 CONVERSION OF FLOATING CHARGE TO FIXED CHARGE

- 5.1 Novuna may by notice convert the floating charge on all or any of the Obligor's Property into a fixed charge. Following this notice, the Obligor will not dispose of the relevant Property without Novuna's consent.
- 5.2 The floating charge created under clause 2.3 will automatically become a fixed charge if an administrator of the Obligor is appointed.

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6. POSSESSION AND ENFORCEMENT

- 6.1 Novuna does not have an immediate right to possession of the Obligor's Property or its income (and will not be considered to be taking possession if it enters to inspect or repair any Property). The Obligor will continue in possession until Novuna takes possession of any the Obligor's Property under this Deed.
- 6.2 Novuna may take possession and enforce this deed if:
 - 6.2.1 Novuna demands payment of any of the Obligor's Obligations; or
 - 6.2.2 the Obligor asks Novuna, or Novuna receives notice of intention, to appoint an administrator or an administration application is made; or
 - 6.2.3 a meeting is called or a petition is presented for liquidation of the Obligor or the Client; or
 - 6.2.4 any security is enforced in respect of any assets of the Obligor.
- 6.3 Any purchaser or third party dealing with Novuna or an administrator appointed under this Deed or a receiver may assume that Novuna's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 Novuna will not be liable to account to the Obligor for any money not actually received by Novuna.

7. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

- 7.1 Novuna may appoint or remove a receiver or receivers of all or any of the Property, or appoint an administrator of the Obligor.

- 7.2 Any receiver will be the Obligor's agent and the Obligor (and not Novuna) will be responsible for the acts, defaults and remuneration of the receiver. Novuna may fix and pay the receiver's fees and expenses at the expense of the Obligor.

8. POWERS OF NOVUNA, AN ADMINISTRATOR OR RECEIVER

- 8.1 Novuna, an administrator or any receiver may:
 - 8.1.1 carry on the Obligor's business;
 - 8.1.2 enter, take possession of, and/or generally manage the Obligor's Property;
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;
 - 8.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to **Land** or **Property** include land or property that is purchased by Novuna or a receiver under this power;
 - 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Obligor's Property without restriction, including disposing of any fixtures separately from the Land;
 - 8.1.6 complete any transactions by executing any deeds or documents in the name of the Obligor;
 - 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;

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| <p>8.1.8 insure all or any of the Obligor's Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;</p> <p>8.1.9 if the Obligor is a company, call up any uncalled capital with all the powers conferred by the Obligor's articles of association;</p> <p>8.1.10 if the Obligor is an LLP, call up any capital due from the Obligor's members with all the powers conferred by the members' agreement in relation to capital contributions;</p> <p>8.1.11 employ advisers, consultants, managers, agents, workmen and others;</p> <p>8.1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and</p> <p>8.1.13 do any acts which Novuna or a receiver considers to be incidental or beneficial to the exercise of their powers.</p> <p>8.2 A receiver may borrow and secure the repayment of any money, in priority to the Obligor's Obligations.</p> <p>8.3 Joint receivers may exercise their powers jointly or separately.</p> <p>8.4 A receiver will first apply any money received from the Obligor's Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.</p> <p>8.5 Novuna may exercise any of its powers even if a receiver has been appointed.</p> | <p>8.6 Novuna may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise Novuna will only exercise those rights as instructed by the Obligor.</p> <p>8.7 Novuna may set off any amount due from the Obligor against any amount owed by Novuna to the Obligor. Novuna may exercise this right, without prior notice, both before and after demand. For this purpose, Novuna may convert an amount in one currency to another, using its market rate of exchange at the relevant time.</p> <p>8.8 Any credit balance with Novuna will not be repayable, or capable of being disposed of, charged or dealt with by the Obligor, until the Obligor's Obligations have been paid in full. Novuna allowing the Obligor to make withdrawals will not waive this restriction.</p> <p>8.9 This deed may be enforced against the Obligor without Novuna first having recourse to any other right, remedy, guarantee or security held by or available to Novuna.</p> <p>8.10 Section 93 of the Law of Property Act 1925 will not apply to this deed.</p> <p>8.11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise.</p> <p>8.12 The powers set out in this Clause 9 are in addition to powers conferred on administrators or receivers by statute.</p> |
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9. APPLICATION OF PAYMENTS

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9.1 Novuna may apply any payments received for the Obligor to reduce any of the Obligor's Obligations, as Novuna decides.

9.2 If Novuna receives notice of any charge or other interest affecting any of the Obligor's Property, Novuna may suspend the Obligor's account(s) and open a new account or accounts. Regardless of whether Novuna suspends the account(s), any payments received by Novuna after the date of the notice will be applied first to repay any of the Obligor's Obligations arising after that date.

10. PERSERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

10.1 This deed is in addition to any other security for the Obligor's Obligations held by Novuna now or in the future. Novuna may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or Novuna's other rights.

10.2 On request, the Obligor will execute any deed or document, or take any other action required by Novuna, to perfect, enhance or facilitate the realisation of Novuna's security under this deed.

10.3 The Obligations of the Obligor under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to Novuna) including:

10.3.1 any extension of time, waiver or consent granted to, or composition with, the Client, the Obligor or other person;

10.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Client, the Obligor or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security;

10.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Client, the Obligor or any other person;

10.3.4 any amendment, novation, supplement, extension, restatement or replacement of the Master Services Agreement or any Module thereto or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under the Master Services Agreement or any Module thereto or any other document or security;

10.3.5 any unenforceability, illegality or invalidity of any obligation of any person under the Master Services Agreement or any Module thereto or any other document or security;

10.3.6 any insolvency, administration or similar proceedings of the Client, the Obligor or any other person.

11. CERTIFICATION OF THE OBLIGOR'S OBLIGATIONS

A certificate signed by an official or manager of Novuna as to the cause, existence or amount of the Obligor's Obligations or the amount due from the Obligor under this deed will be conclusive evidence save in the case of manifest error or on any question of law.

12. POWER OF ATTORNEY

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15 REINSTATEMENT

To give effect to this deed and secure the exercise of any of its powers, the Obligor irrevocably appoints Novuna, and separately any receiver, to be the Obligor's attorney (with full power of substitution and delegation), in the Obligor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

Where any discharge (whether in respect of the Obligations of the Client or the Obligor or any security for those Obligations or otherwise) is made in whole or in part, or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise the Obligor's Obligations under this deed will continue as if the discharge or arrangement had not occurred. Novuna may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

13. CONSENTS, NOTICES AND DEMANDS

- 13.1 All consents, notices and demands under this deed must be in writing (which includes email).
- 13.2 Novuna may deliver a notice or demand to the Obligor at its registered office or at the correspondence or email address last known to Novuna.
- 13.3 A notice or demand will be deemed to have been given upon receipt (if delivered by hand) or when successfully transmitted (if sent by email) or two days after posting (if sent by first class mail).
- 13.4 A notice from the Obligor to Novuna must be addressed to the Client's Relationship Manager and will be effective on receipt.

16. LAW

- 16.1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.
- 16.2 For the benefit of Novuna, the Obligor irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the Obligor and may be enforced against the Obligor in the courts of any other jurisdiction.

14. TRANSFERS

- 14.1 Novuna may transfer to another person any of its rights and duties under this deed. The Obligor authorises Novuna to give that person or its agent any financial or other information about the Obligor. References to Novuna in this deed include its successors in title and transferees.
- 14.2 The Obligor may not transfer any of its rights or obligations under this deed.

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SCHEDULE

Part 1: Registered Land

Part 2: Unregistered Land

IN WITNESS of which this Deed has been duly executed and has been delivered on the date specified above

Executed as Deed by::	
For and on behalf of:	Mitsubishi HC Capital UK PLC trading as Novuna Business Cash Flow
Name:	Kayleigh Andrews
Signature:	<div>DocuSigned by: <i>K. Andrews</i> 4EB8A911ADF7472...</div>

Witness:

Name:	Donna Robinson
Address:	c/o 5 Hollinswood Court, Stafford Park 1, Telford, Shropshire, TF3 3DE
Signature:	<div>DocuSigned by: <i>Donna Robinson</i> 6DC77B4725D1431...</div>

GUARANTOR DEBENTURE

Executed (but not delivered until the date hereof) as a Deed by:	ACUMIN CONSULTING LIMITED
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Acting by:

Signed (Director):	<div>DocuSigned by: <i>Helen Jerrold</i> 4EED5F7DD740420</div>
Name (Director):	Helen Jerrold

Signed (Director/Secretary):	
Name (Director/Secretary):	

Witness:

Name:	Jane Salmon
Address:	
Signature:	<div>DocuSigned by: <i>Jane Salmon</i> 5B44ED2867604CD...</div>

Tomorrow. Together