



Registration of a Charge

Company name: **EVA WOMENS AID LTD.**

Company number: **03938731**



X43CQNJE

Received for Electronic Filing: **17/03/2015**

Details of Charge

Date of creation: **13/03/2015**

Charge code: **0393 8731 0004**

Persons entitled: **THE CHARITY BANK LIMITED**

Brief description: **DEED OF ASSIGNMENT OF DEPOSIT OVER CHARITY BANK ACCOUNT
NO: 01/D90/605156/00 IN THE SUM OF £6,000**

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: **JOAN DOHERTY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3938731

Charge code: 0393 8731 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2015 and created by EVA WOMENS AID LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2015 .

Given at Companies House, Cardiff on 18th March 2015

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

Dated

13TH MARCH

2015

Eva Womens Aid Ltd

- and -

The Charity Bank Limited

Assignment of Deposit

LA008 03/06/13

This deed is dated **13TH MARCH**

2015

Parties

Incorporated charity or CIC

- (1) Eva Womens Aid Ltd incorporated and registered in England and Wales with company number 03938731 and registered charity number 1088469 whose registered office is at 86 High Street, Redcar, Cleveland, TS10 3DL ("the Borrower"); and
- (2) **The Charity Bank Limited** incorporated and registered in England and Wales with company number 430018 whose registered office is at 194 High Street Tonbridge Kent TN9 1BE ("the Bank")

Agreed Terms

1. Definitions and Interpretation

1.1 In this Assignment unless the context otherwise requires:

Charities Acts	means all legislation of whatever nature relating to charity law
Default Rate	means the rate specified in the Loan Agreement
Deposit	<p>means the sum of £6,000 deposited in the Security Account and includes any other sum or sums which are deposited in the Security Account in addition to or by way of renewal of or replacement for such sum</p> <p>all monies from time to time standing to the credit of the Security Account together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith</p>
Encumbrance	means any mortgage charge pledge lien assignment hypothecation security interest title retention preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment
Loan Agreement	means a Loan Agreement made between the Bank and the Borrower prior to the date hereof or any subsequent Loan Agreement
LPA	means the Law of Property Act 1925
Secured Liabilities	means all monies obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Bank under the Loan Agreement and/or this Assignment whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other

manner whatever

Security Account

means account number 01/D90/605156/00 in the name of the Borrower

- 1.2 All terms defined in the Loan Agreement which are used in this Assignment shall bear the same meaning as in the Loan Agreement unless the content requires otherwise provided that, in the event of any conflict between the meaning of any term as defined in the Loan Agreement and any term as defined in this Assignment, the definition in this Assignment shall prevail.
- 1.3 References to Clauses and Schedules are to the clauses and schedules to this Assignment.
- 1.4 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Assignment.
- 1.5 Except to the extent the context otherwise requires any reference in this document to 'this Assignment' and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time.
- 1.6 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.
- 1.7 References to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect.
- 1.8 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Assignment) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.
- 1.9 The words 'other' and 'otherwise' are not to be construed ejusdem generis with any foregoing words where a wide construction is possible.
- 1.10 The words 'including' and 'in particular' are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2. Covenant to Pay

- 2.1 The Borrower covenants with the Bank that it will on demand pay and discharge the Secured Liabilities when due to the Bank.
- 2.2 The Borrower shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Bank or the liquidation or administration of or any arrangement or composition with creditors by the Borrower) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or liabilities or if no such rate or rates are specified at the Default Rate upon such days and upon such terms as the Bank may from time to time determine. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest.

- 2.3 All sums payable by the Borrower under this Assignment shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Borrower will simultaneously with making the relevant payment under this Assignment pay to the Bank such additional amount as will result in the receipt by the Bank of the full amount which would otherwise have been receivable and will supply the Bank promptly with evidence satisfactory to the Bank that the Borrower has accounted to the relevant authority for the sum withheld or deducted.

3. Assignment

- 3.1 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns absolutely to the Bank all its rights title and interest in and to the Deposit and the debt represented thereby Provided that if the Secured Liabilities shall be unconditionally and irrevocably paid and discharged in full and provided further that the Bank is under no further commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower the Bank shall at the request and cost of the Borrower reassign the Deposit and the debt represented thereby to the Borrower.
- 3.2 The Borrower undertakes to give notice of this Assignment forthwith to in the form of Schedule 1 and to use all reasonable endeavours to procure that forthwith acknowledges such notice to the Bank in the form of Schedule 2 or such other form as the Bank may require.

4. Representations Warranties and Covenants by the Borrower

- 4.1 The Borrower represents and warrants to the Bank and undertakes that:
- 4.1.1 it will not withdraw or attempt to withdraw the whole or any part of the Deposit except for interest credited to the Security Account which shall be released to the Borrower until such time as the Borrower is in breach of any provision of this Assignment or of any contract or arrangement giving rise to or otherwise concerning the Secured Liabilities save with the prior written consent of the Bank;
- 4.1.2 it is and will be the sole absolute and beneficial owner of all the Deposit free from Encumbrances with full title guarantee and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Assignment) on or over the Security Account or all or any part of the Deposit;
- 4.1.3 it has not sold assigned or otherwise disposed of or agreed to sell assign or dispose of and will not at any time during the subsistence of this Assignment sell assign or dispose of or agree to sell assign or otherwise dispose of or agree to dispose of all or any of the Borrower's right title and interest in and to all or any part of the Deposit which are personal to the Borrower and shall not be capable of being so sold assigned or otherwise disposed of;
- 4.1.4 it has and will at all times have the necessary power to enter into and perform its obligations under this Assignment;
- 4.1.5 this Assignment constitutes its legal valid binding and enforceable obligations and is a security over all and every part of the Deposit effective in accordance with its terms;
- 4.1.6 this Assignment does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Borrower is a party or by which it is bound;

- 4.1.7 all necessary authorisations and consents to enable or entitle it to enter into this Assignment have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignment;
- 4.1.8 it has obtained and maintained all such insurance policies as would be maintained by prudent companies carrying on activities of the type carried on by the Borrower at all relevant times and has complied in all material respects with the terms and conditions of such policies.
- 4.2 The Borrower covenants with the Bank that it shall keep its books of account and prepare all financial statements to be delivered under this Assignment in accordance with accounting principles generally accepted in England and Wales consistently applied and procure that these are furnished to the Bank:
 - 4.2.1 as soon as practicable and in any event not later than six months after the end of each financial year, the audited financial statements of the Borrower for and as at the end of the financial year then ended which shall be prepared so as to give a true and fair view of the financial condition of the Borrower as at the end of the period to which those financial statements relate and of the results of its operations during such period;
 - 4.2.2 such other information, financial or otherwise, as the Bank may from time to time reasonably request regarding the affairs of the Borrower; and
 - 4.2.3 with reasonable promptness, details of any litigation, arbitration or administrative proceedings in progress pending or, to the knowledge of the Borrower, threatened against it which might have a material adverse effect on the Borrower's ability to perform its obligations under this Assignment.
- 4.3 During the continuance of this security the Borrower covenants to:-
 - 4.3.1 at all times during the continuance of this security duly and promptly effect and maintain in an insurance office of repute approved by the Bank and in such amounts as shall be approved by the Bank all such insurances against risks and liabilities to employees or third parties and contingencies arising under any Act or at Common Law or in any other manner whatsoever as the Bank shall from time to time direct; and
 - 4.3.2 carry on and conduct its activities in a proper and efficient manner and not make any substantial alteration in the nature of those activities.
- 5. **Enforcement**
 - 5.1 If the Borrower shall fail to comply with any of the terms of this Assignment or any representation or warranty made to the Bank is or becomes incorrect in any respect or any Secured Liabilities shall not be paid or discharged on the due date therefor the Bank may forthwith or at any time thereafter without giving notice to the Borrower and without demand advertisement or any other formality take possession of the Deposit and apply the same in or towards the Secured Liabilities or any part of them in such order as the Bank may think fit whether or not any deposit funding period would be broken by so doing and the Bank may exercise all other rights remedies and powers of enforcement as are conferred by law as the Bank may think fit.
 - 5.2 The Bank is authorised to use all or any part of the Deposit to buy such other currencies as may be necessary to effect the application referred to in Clause 5.1 and the costs of buying such currencies shall be borne by the Borrower.

- 5.3 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Assignment and Section 103 of the LPA (restricting the power of sale), Section 109 of the LPA (restricting the power to appoint a receiver) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Assignment.

6. Continuing Security

- 6.1 The security constituted by this Assignment shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the insolvency liquidation or administration of the Borrower and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably discharged in full.
- 6.2 If the Bank receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting the Deposit or any part of it the Bank may open a new account or accounts with the Borrower and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Borrower to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Assignment at the time when the Bank received or was deemed to have received such notice.

7. Power of Attorney

- 7.1 The Borrower by way of security irrevocably appoints the Bank to be the attorney of the Borrower (with full powers of substitution and delegation) for the Borrower and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Borrower may or ought to do under the covenants and provisions contained in this Assignment and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Assignment or by the LPA on the Bank and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities and discretions conferred on the Bank pursuant to this Assignment.
- 7.2 The Borrower ratifies and confirms and agrees to ratify and confirm anything whatsoever any such attorney shall lawfully and properly do or purport to do by virtue of Clause 7.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Assignment.

8. Further Assurances

Without prejudice to anything else contained in this Assignment the Borrower shall at any time at the request of the Bank but at the cost of the Borrower promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Bank may from time to time require for perfecting or protecting the security over the whole or any part of the Deposit or for facilitating its realisation.

9. Currency Indemnity

If under any applicable law or regulation or pursuant to a judgment or order being made or registered against

the Borrower or the liquidation of the Borrower or without limitation for any other reason any payment under or in connection with this Assignment is made or falls to be satisfied in a currency (the 'payment currency') other than the currency in which such payment is expressed to be due under or in connection with this Assignment (the 'contractual currency') then to the extent that the amount of such payment actually received by the Bank when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Assignment the Borrower as a separate and independent obligation shall indemnify and hold harmless the Bank against the amount of such shortfall. For the purposes of this Clause 'rate of exchange' means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take in account (and the Borrower shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reasons of any such exchange.

10. Costs

All costs charges and expenses properly incurred by the Bank in relation to this Assignment or the Secured Liabilities shall be reimbursed by the Borrower to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 2 from the date of payment to the date of reimbursement.

11. Miscellaneous

- 11.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Assignment shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Assignment of that or any other right or remedy.
- 11.2 The Bank's rights under this Assignment are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 11.3 Any waiver by the Bank of any terms of this Assignment or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 11.4 The security constituted by this Assignment shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any Encumbrance which the Bank may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Bank in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Borrower or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right.
- 11.5 If at any time any one or more of the provisions of this Assignment is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Assignment nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 11.6 Any statement certificate or determination of the Bank as to the Secured Liabilities the Deposit or without limitation any other matter provided for in this Assignment shall in the absence of manifest error be conclusive and binding on the Borrower.

12. Communications

- 12.1 Every notice demand or other communication under this Assignment shall be in writing and may be delivered personally or by letter or facsimile transmission despatched by the Bank to the Borrower to its address specified at the head of this Assignment or its registered or principal office for the time being or to such other address and or facsimile number as may be notified in accordance with this Clause by the Borrower to the Bank for such purpose.
- 12.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty-four hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally or by facsimile transmission) at the time of delivery or despatch if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.

13. Liability of trustees

In the event that the constitution of the Borrower provides for the trustees of the Borrower to be personally liable and in all other cases the trustees shall be liable (subject as mentioned in the proviso to this clause 13.1) under the covenants on the part of the Borrower contained in this Assignment only to the extent of the assets vested in them or in any other person or persons in trust for or for the benefit of the Borrower and not further or otherwise but nothing contained in this Assignment shall affect the powers or remedies of the Bank except as regards the personal liability of the trustees **Provided Always** that in any case where it has been determined by the court that a trustee has been negligent (or has otherwise been in breach of the Charities Acts and personal liability should flow from that court decision) then such trustee shall be personally liable under the covenants on the part of the Borrower contained in this Assignment

14. Governing Law and Jurisdiction

- 14.1 This Assignment is governed by and shall be construed in accordance with English law.
- 14.2 The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Assignment or any matter in connection therewith howsoever arising.

15. Third Party Rights

A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Assignment or any part of this Assignment which is permitted in accordance with its terms).

16. Execution by the Borrower


Two of the directors of the Borrower are authorised to execute this deed on behalf of the Borrower and give the certifications in clause 18 on behalf of all the directors of the Borrower in pursuance of Section 333 of the Charities Act 2011.

This Assignment of Deposit has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

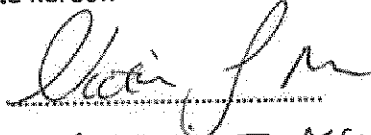
Incorporated charity or CIC no seal

Signed as a deed by Eva Womens Aid Ltd

acting by a director in the presence of the witness named below)
and delivered at the date hereof:


Director

Witness signature



Witness name

VICTORIA J. MCEE

Address

CYGNET LAW
GROUND FLOOR
PORTLAND HOUSE
WEST DYKE ROAD
REDCAR, TS10 1DH

Occupation

CONVEYANCING EXECUTIVE

Incorporated charity or CIC if using seal

Executed as a deed by affixing the Common Seal of
Eva Womens Aid Ltd
in the presence of two directors or by a director and its secretary
and delivered at the date hereof:

Director

Director/Secretary