



Registration of a Charge

Company name: **CLARITY INFORMATICS LIMITED**

Company number: **04133376**



Received for Electronic Filing: **19/01/2021**

Details of Charge

Date of creation: **18/01/2021**

Charge code: **0413 3376 0002**

Persons entitled: **ARBUTHNOT LATHAM & CO., LIMITED**

Brief description: **O CHARGE OVER DEPOSIT**

Contains fixed charge(s).

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: **CLARE MILGATE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4133376

Charge code: 0413 3376 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2021 and created by CLARITY INFORMATICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2021 .

Given at Companies House, Cardiff on 20th January 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

Classification: Confidential

DATED 18th January 2021

CLARITY INFORMATICS LIMITED

- and -

ARBUTHNOT LATHAM & CO., LIMITED

CHARGE OVER DEPOSIT

MK1/0796

THIS DEED OF CHARGE dated 18th January 2021 is made

BETWEEN:

- (1) **CLARITY INFORMATICS LIMITED** of Deltic House, Kingfisher Way, Silverlink Business Park, Wallsend NE28 9NX ('the Depositor'); and
- (2) **ARBUTHNOT LATHAM & CO., LIMITED** of Arbuthnot House, 7 Wilson Street, London EC2M 2SN ('the Bank' which expression shall include its successor and assignees)

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Charge the following words and expressions shall unless the context otherwise requires have the following meanings:-

"Act" means the Law of Property Act 1925;

"Borrower" means **CLARITY GROUP TOPCO LIMITED**;

"Charged Property" means the property of the Depositor charged under the provisions of Clause 3 of this Charge;

"Default Rate" means the default rate specified in any agreement between the Bank and the Borrower pursuant to which this Deed has been entered into and if none means 5% per annum above the base rate for the time being of Arbuthnot Latham & Co., Limited;

"Deposit" means all monies deposited or to be deposited by the Depositor with the Bank in the Security Account, or from time to time standing to the credit of the Security Account, which expression shall include any other sum or sums which are from time to time deposited by the Depositor with the Bank at any office of the Bank and whether in the same or any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited or otherwise together with all interest and other rights and benefits accruing to or arising from time to time in respect of it or them;

"Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest deferred purchase title retention leasing sale-and-purchase or sale-and- leaseback arrangement preferential right trust arrangement or any right conferring a priority of payment whatsoever over or in any property assets or rights of whatsoever nature and includes any agreement for any of the same;

"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 Depositor and/or the Borrower to the Bank 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 whatsoever; and

"Security Account" means the account opened or to be opened with the Bank in the name of the Depositor and/or the Borrower designated as "AL re Clarity Informatics Limited" (as that account may be renumbered or redesignated from time to time) and all rights of the Depositor in relation to the same

1.2 In this Charge, unless the context otherwise requires:-

- 1.2.1 words denoting the singular number only shall also include the plural number and vice versa;
- 1.2.2 words denoting the neutral gender only shall also include the feminine gender and masculine gender and vice versa;
- 1.2.3 references to Clauses and Schedules are to the clauses and schedules to this Charge and references to sub-clauses shall unless otherwise specifically stated be constituted as references to the sub-clauses of the Clause in which the reference appears and references to this Charge include its Schedules;
- 1.2.4 clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.5 except to the extent the context otherwise requires any reference in this document to 'this Charge' 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;
- 1.2.6 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;
- 1.2.7 references to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect;
- 1.2.8 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 Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision;
- 1.2.9 the words 'other' and 'otherwise' are not to be construed ejusdem generis with any foregoing words where a wider construction is possible; and

1.2.10 the words 'including' and 'in particular' are to be construed as being by the 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 Depositor covenants duly and punctually to pay and discharge to the Bank forthwith on demand the Secured Liabilities at the time or times when and in the currencies which they become due for payment whether at maturity on acceleration on demand or otherwise
- 2.2 The Depositor 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 Depositor) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or liabilities upon such days and upon such terms as may be agreed. 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 Depositor under this Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Depositor will simultaneously with making the relevant payment under this Charge pay to the Bank such additional amount as will result in the receipt by the Bank of the full amount which would have been receivable had such withholding or deduction not been made and will supply the Bank promptly with evidence satisfactory to the Bank that the Depositor has accounted to the relevant authority for the sum withheld or deducted

3. CHARGING CLAUSE AND DIRECTION

The Depositor charges in favour of the Bank with full title guarantee by way of first fixed charge and as a continuing security for the payment and discharge of the Secured Liabilities the Deposit and all the entitlements to interest the right to repayment and other rights and benefits accruing to or arising in connection with the Security Account and the Deposit

4. TERMS OF THE DEPOSIT

- 4.1 The Depositor shall not be entitled to withdraw or transfer all or any part of the Deposit which will not be due and will be held as security by the Bank until it matures on the earlier of:
- 4.1.1 the date on which (i) the Bank is under no commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower and (ii) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

4.1.2 the date on which all or any part of the Secured Liabilities shall become due and payable provided that such part of the Deposit as exceeds the amount so due and payable, if any, shall not so mature and shall continue to be subject to this Clause 4 and at such time or at any time thereafter the Bank may exercise all the powers and rights to which the Bank is entitled under this Charge or by law or statute

4.2 Interest shall accrue on the Deposit at such rates and be payable on such dates and in such manner as the Bank may from time to time determine Provided That if the Depositor is in breach of any provision of this Charge or of any contract or agreement giving rise to or otherwise concerning the Secured Liabilities then any such interest shall be credited to the Security Account and form part of the Deposit

4.3 Any agreement (whether before on or after the date of this Charge) that the Deposit is to be held on fixed time deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice the Bank's rights or obligations under any provision of this Charge. The Bank may unilaterally terminate any such fixed time deposit period at any time and adjust any interest payable by the Bank accordingly

4.4 If the Deposit is held on fixed time deposit then on the expiry of the relevant fixed time deposit period it shall be redeposited or successively redeposited on such terms (including without limitation successive fixed time deposits) as may be agreed from time to time between the Depositor and the Bank or failing such agreement as may be determined by the Bank

5. RIGHT OF SET-OFF

5.1 The Depositor authorises the Bank at any time (without prior notice) to apply the Deposit or the part which has matured in accordance with Clause 4. 1 towards satisfaction of all or any of the Secured Liabilities as are then due and payable 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 Depositor and shall form part of the Bank's right of set-off described in Clause 5.1

6. REPRESENTATIONS WARRANTIES AND COVENANTS BY THE DEPOSITOR

6.1 The Depositor hereby represents and warrants to and for the benefit of the Bank that:

6.1.1 it is and will be the sole absolute and beneficial owner of all the Deposit free from Encumbrances and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Security Account or all or any part of the Deposit;

- 6.1.2 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 Charge sell assign or dispose of or agree to sell assign or otherwise dispose of or agree to dispose of all or any of the Depositor's right title and interest in and to all or any part of the Deposit which are personal to the Depositor and shall not be capable of being so sold assigned or otherwise disposed of;
- 6.1.3 it has and will at all times have the necessary power to enter into and perform its obligations under this Charge;
- 6.1.4 this Charge constitutes legal valid binding and enforceable obligations on it and is a security over all and every part of the Deposit effective in accordance with its terms;
- 6.1.5 this Charge 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 Depositor is a party or by which it is bound;
- 6.1.6 all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge;
- 6.1.7 it will not withdraw or permit to be withdrawn the whole or any part of the Deposit;

7. CONTINUING SECURITY

- 7.1 The security constituted by this Charge 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 Depositor and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full
- 7.2 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 Depositor 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 Depositor 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 Charge at the time when the Bank received or was deemed to have received such notice
- 7.3 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 Act immediately on the execution of this Charge and Section 103 of the Act (restricting the power of sale) Section 109 of the Act (restricting the power to appoint a receiver) and Section 93 of the Act (restricting the right of consolidation) shall not apply to this Charge

- 7.4 All monies received recovered or realised by the Bank under this Charge may in the discretion of the Bank be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Bank reasonably thinks fit pending their application from time to time (as the Bank shall be entitled to do in its reasonable discretion) in or towards the discharge of any of the Secured Liabilities

8. POWER OF ATTORNEY

- 8.1 The Depositor hereby irrevocably appoints the Bank and its agents its true and lawful attorney with full power and in its name and on its behalf and as its act and deed to sign seal execute deliver perfect and do any assurance agreement instrument act or thing which it may or ought to do under the covenants undertakings and provisions herein contained or which may be required or deemed proper for any of the purposes of this security Provided Always:-

8.1.1 that the Bank and its agents shall not (save in the case of gross negligence or wilful default) be responsible to the Depositor for any loss thereby incurred; and

8.1.2 notwithstanding the terms of Clause 8.1.1 third parties shall not be bound to see or enquire whether the right of the Bank to exercise the powers hereby conferred has arisen

- 8.2 The Depositor hereby ratifies and confirms and agrees to ratify all acts of any such attorney as is mentioned in Clause 8.1 in the exercise of all or any of the powers, authorities and discretions referred to therein

- 8.3 The power of attorney hereby granted is as regards the Bank and its delegates (and as the Depositor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Charge to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

9. FURTHER ASSURANCES

Without prejudice to anything else contained in this Charge the Depositor shall at any time at the request of the Bank but at the cost of the Depositor 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

10. CURRENCY INDEMNITY

If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Depositor or the liquidation or other insolvency of the Depositor or without limitation for any other reason any payment under or in connection with this Charge 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 Charge (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 Charge the Depositor 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 into account (and the Depositor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange

11. COSTS

All costs charges and expenses properly incurred by the Bank in relation to this Charge or the Secured Liabilities shall be reimbursed by the Depositor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest at the Default Rate from the date of payment by the Bank to the date of reimbursement

12. MISCELLANEOUS

- 12.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge 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 Charge of that or any other right or remedy
- 12.2 The Bank's rights under this Charge 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
- 12.3 Any variation by the Bank of any terms of this Charge 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
- 12.4 The security constituted by this Charge 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 Depositor or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right

12.5 If at any time any one or more of the provisions of the Charge 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 Charge 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

12.6 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 Charge shall in the absence of manifest error be conclusive and binding on the Depositor

13. NOTICES

13.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter or facsimile transmission dispatched as follows:

13.1.1 if to the Bank to its address specified at the head of this Charge or to the facsimile number for the time being at such address;

13.1.2 if to the Depositor to its address specified at the head of this Charge or its registered or principal office for the time being or to the facsimile number set out in Schedule 1

or to such other address or facsimile number in England as may be notified in writing in accordance with this clause by the relevant party to the other party for such purpose Provided That if it is sent by facsimile the hard copy shall also be posted first class postage prepaid on the date of transmission

13.2 Where the Depositor is resident or incorporated overseas the Depositor irrevocably appoints its solicitors referred to in Schedule 2 or subject to it having first notified the Bank in writing for this purpose such other firm of solicitors in England to accept service of all notices proceedings or other documents to be served on the Depositor hereunder

13.3 Every notice demand or other communication shall be deemed to have been received (if sent by post) 24 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 dispatch 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

13.4 The Bank and any Receiver may but shall not be obliged to rely upon and act in accordance with any communication which may be or purport to be given by telephone or facsimile transmission on behalf of the Depositor by any person notified to the Bank by the Depositor as being authorised to give such communication without enquiry as to the authority and identity of the person making or purporting to make such communication. The Depositor shall indemnify and keep the Bank or any Receiver indemnified on a full indemnity basis against all losses claims actions proceedings damages costs and expenses incurred or sustained by the Bank as a result of relying upon or acting in accordance with any such communication

13.5 All notices demands or other communications under or in connection with this Charge shall be in English

13.6 All notices to the Bank shall be deemed to have been given only on actual receipt by the Bank

14. GOVERNING LAW AND JURISDICTION

14.1 This Charge is governed by and shall be construed in accordance with English law

14.2 The Depositor irrevocably agrees for the exclusive benefit of the Bank that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes irrevocably submits to the jurisdiction of such courts

14.3 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Depositor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law)

14.4 The Depositor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum

IN WITNESS whereof the Depositor has executed and delivered this Charge as a Deed the day and year first before written.

IN WITNESS whereof the Guarantor has executed and delivered this instrument as a Deed the day and year first above written.

SCHEDULE 1

(Facsimile Number for Service – Clause 14.1)

Not applicable

SCHEDULE 2

(Address for Service on Guarantor - Clause 14.2)

Not applicable

EXECUTED as a DEED by
CLARITY INFORMATICS LIMITED
acting by a director in the presence of:

) [REDACTED]
) [REDACTED]
) [REDACTED]

Director

Witness Signature:

[REDACTED]

Witness Name:

HELEN TAYLOR

Address:

[REDACTED]
[REDACTED]

Occupation:

HEAD OF HR / TRUST HR LEAD SPECIALIST

Signed for and on behalf of **Arbuthnot Latham & Co.,
Limited**

) [REDACTED]
) [REDACTED]
) [REDACTED]