



**Registration of a Charge**

Company name: **INDEPENDENT FUNERAL SERVICES LIMITED**

Company number: **04483081**



X9X1IHVD

Received for Electronic Filing: **27/01/2021**

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**Details of Charge**

Date of creation: **26/01/2021**

Charge code: **0448 3081 0004**

Persons entitled: **DBW INVESTMENTS (14) LIMITED**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **TRACEY COOMBS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4483081

Charge code: 0448 3081 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2021 and created by INDEPENDENT FUNERAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2021 .

Given at Companies House, Cardiff on 28th 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

DATED 26th January 2021

(1) **INDEPENDENT FUNERAL SERVICES LIMITED**

(2) **DBW INVESTMENTS (14) LIMITED**

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**ASSIGNMENT OF LIFE POLICY**

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**THIS DEED** is dated 26th January 2021

## **PARTIES**

- (1) **INDEPENDENT FUNERAL SERVICES LIMITED** (Registered Number 04483081) whose registered office is at C/O Guy Walmsley Limited, 3 Grove Road, Wrexham, LL11 1DY (the "Assignor"); and
- (2) **DBW INVESTMENTS (14) LIMITED** (Registered Number 10184892) whose registered office is at Unit J, Yale Business Village, Ellice Way, Wrexham, LL13 7YL (the "Lender")

## **AGREEMENT**

### **1. Definitions**

- 1.1 In this Deed unless the context otherwise requires:

"Business Day"	means a day (not a Saturday or Sunday) on which banks in London are open for general business.
"Interest Rate"	means the rate charged to the Assignor by the Lender from time to time on the Secured Liabilities and if more than one rate, at the highest rate charged.
"LPA"	means the Law of Property Act 1925.
"Policy"	means the policy or policies of life insurance described in Schedule 1, and any policy or policies for the time being substituted under the terms of this Deed.
"Secured Liabilities"	means all moneys, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Assignor to the Lender (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses.

### **2. Covenant to Pay**

- 2.1 The Assignor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due to the Lender.

### **3. Assignment**

**3.1 The Assignor with full title guarantee and as a continuing security assigns absolutely to the Lender:**

**3.1.1 the Policy and all sums assured by it and all moneys, bonuses, profits, additions and benefits already accrued or which may accrue in the future which may become payable under it; and**

**3.1.2 the Assignor's whole right, title and interest present and future in the Policy for the payment or discharge of the Secured Liabilities.**

**4. Representations, Warranties and Covenants by the Assignor**

**4.1 The Assignor represents and warrants to the Lender and undertakes that:**

**4.1.1 the Policy is valid and in force, free of any charge or encumbrance of any kind and that all payments due under it have been paid and that nothing has been or shall be done permitted or suffered as a result of which the Lender may be prevented from receiving all or any of the moneys payable under the Policy;**

**4.1.2 if the Policy shall become voidable or void the Assignor will immediately at its own cost do all such things as may be necessary if the Policy shall become voidable for restoring it or if the Policy shall become void for effecting or for enabling the Lender to effect a new policy or new policies on the life of or lives assured under the void Policy in the name of the Lender for the sum or sums which would have been payable under the void Policy (whether the sum assured or the surrender value) in an insurance company approved by the Lender;**

**4.1.3 the Assignor will punctually pay all premiums and any other sum of money (if any) to keep the Policy or any such new and substituted policy in force within seven days after such sum has from time to time become due and will deliver the receipt or sufficient evidence of every payment to the Lender whenever required by the Lender;**

**4.1.4 if requested by the Lender, the Assignor shall immediately following such request give notice of this security to the assurance or insurance institution, company or society issuing the Policy in the form of Schedule 2 and deliver the receipted notice to the Lender; and**

**4.1.5 immediately upon receipt the Assignor shall deliver the Policy and all other documentary evidencing the Assignor's title to the Policy to the Lender.**

**4.2 If the Assignor shall fail to satisfy the Lender that it has performed any of its obligations under Clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not by doing so be deemed to be a mortgagee in possession and the moneys expended by the Lender**

shall be reimbursed by the Assignor on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement.

## **5. Enforcement**

### **5.1 This Deed shall become enforceable:**

5.1.1 if any of the Secured Liabilities shall not be paid or discharged by the Assignor when due; or

5.1.2 if the Assignor shall be in breach of any provision of this Deed or of any agreement containing any terms or conditions applicable to the Secured Liabilities; or

5.1.3 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Deed.

5.2 Section 103 of the LPA shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Deed shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Assignor of all or any part of the Secured Liabilities and may be exercised by the Lender selling, assigning or otherwise disposing of or surrendering the Policy or any substituted policy or making any other arrangements with the insurers or any other person(s) concerning the Policy as the Lender shall from time to time think fit.

5.3 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

## **6. Protection of Insurance Company**

6.1 The Lender's receipt for any money becoming payable under the Policy shall be an effective discharge to the assurance or insurance institution, company or society paying such money, which shall not be concerned to enquire whether at the time of such payment any money is due under this Deed.

6.2 No person dealing with the Lender shall be concerned to enquire whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Deed or the propriety or regularity of any sale by or other dealing with the Lender. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender.

## **7. Further Assurance**

The Assignor shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Assignor's cost over the Policy for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the Secured Liabilities.

#### **8. Costs**

All costs, charges and expenses incurred by the Lender in connection with this Deed or the Secured Liabilities shall be reimbursed by the Assignor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement.

#### **9. Miscellaneous**

- 9.1 The security constituted by this Deed shall be in addition to and shall not be prejudiced, determined or affected nor operate in any way to determine, prejudice or affect any other security which the Lender may now or at any time in the future hold for all or any part of the Secured Liabilities nor shall any prior security held by the Lender over the Policy merge in the security constituted by this Deed which will remain in force and effect irrespective of any intermediate settlement of account as a continuing security until discharged by the Lender.
- 9.2 The Lender may without discharging or in any way affecting the security created by this Deed or any remedy of the Lender 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 Assignor and may make any other arrangement, variation or release with any person or persons without prejudice either to this Deed or the liability of the Assignor for the Secured Liabilities.
- 9.3 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Deed and the expression 'the Lender' shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.
- 9.4 The provisions of this Deed 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 as a result.
- 9.5 The rights and remedies of the Lender provided by this Deed are cumulative and are not exclusive of any rights, powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 9.6 Any reference in this Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

- 9.7 If the expression 'Assignor' includes two or more parties then the expression shall be construed as referring to all or any one or more of them and their obligations shall be joint and several.
- 9.8 The headings in this Deed are for convenience only and shall not affect its interpretation.
- 9.9 Words in the singular shall include the plural and words in the plural shall include the singular.
- 9.10 Reference in this Deed to Clauses and Schedules shall unless otherwise expressly specified be references to Clauses and Schedules of this Deed.
- 9.11 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986 or similar legislation binding on the Assignor in a jurisdiction other than England and Wales and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment shall prejudice or affect the right of the Lender to recover from the Assignor (including the right to recover any moneys which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any cost payable by it or otherwise incurred in connection with such process) or to enforce the security created by or in connection with this Deed to the full extent of all moneys and liabilities secured by this Deed.
- 9.12 The Lender can retain the security created by this Deed for a period of 25 months after all the Secured Liabilities have been paid and discharged in full notwithstanding any release, settlement, discharge or arrangement given or made by the Lender on or as a consequence of such payment or termination of liability. If at any time within the period of 25 months after such payment or discharge a petition shall be presented to a court for an order for the winding up of the Assignor or any person ("the Principal Debtor") whose liabilities to the Lender have been guaranteed by the Assignor or an application is made to a court for an administration order for the Assignor or the Principal Debtor, or any person gives notice of its intention to appoint an administrator of the Assignor or of the Principal Debtor, or any person files with the court a notice of intention to appoint an administrator or a notice of appointment of an administrator of the Assignor or the Principal Debtor, or the Assignor or the Principal Debtor shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Assignor or the Principal Debtor, the Lender shall be at liberty to continue to retain such security for and during such further period as the Lender may determine. The Assignor agrees that in such event such security shall be deemed to have continued to have been held as security for the payment and discharge to the Lender of all the Secured Liabilities.



## **10. Notices**

**10.1** A demand, notice or other communication to the Assignor in connection with this Deed:-

**10.1.1** shall be in writing and;

**10.1.2** shall be left at the Assignor's registered or principal office for the time being or a place of business of the Assignor last known to the Lender or sent to such address by facsimile or first class post.

**10.2** Any such demand, notice or other communication will if given or made in accordance with this Clause, be deemed to have been duly given or made as follows:-

**10.2.1** if sent by prepaid first class post on the second Business Day after the date of posting; or

**10.2.2** if delivered by hand upon delivery at the address provided for in this letter; or

**10.2.3** if sent by facsimile at the time of transmission

provided however that if it is delivered by hand or sent by facsimile on a day which is not a Business Day or after 4.00 p.m. on a Business Day it will instead be deemed to have been given or made on the next Business Day.

## **11. Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and Wales and the Assignor irrevocably submits to the non-exclusive jurisdiction of the English and Welsh courts.

The Assignor has executed this Assignment as a Deed and the Lender has executed this Assignment under hand on the date stated above.

EXECUTED as a Deed by  
INDEPENDENT FUNERAL SERVICES LIMITED  
acting by

)  
)  
)

Director

Director / Secretary

In the presence of: .....  
(Witness signature)

Name: CRAIG SWIRE

Occupation LETTING AGENT

Address

Witness Signature (only required  
if signed by one Director)

SIGNED by

for and on behalf of  
DBW INVESTMENTS (14)  
LIMITED

)  
)  
)  
)  
)

**SCHEDULE 1**  
**Policy or Policies**

**Assurance Company:** Royal London

**Policy Number:** [REDACTED]

**Date of Policy:** 29<sup>th</sup> October 2020

**Commencement Date:** 29<sup>th</sup> October 2020

**Assured:** [REDACTED]

**Life Assured:** [REDACTED]

**Sum Assured:** [REDACTED]

**Maturity Date:** 28<sup>th</sup> October 2027

**SCHEDULE 2**  
**Notice of Assignment of Life Policy**

To:

Dear Sirs,

Notice of Assignment of Life Policy

Policy Number

Date

Name(s) of Life (Lives) Assured

Policy Holder(s)

Address

We give you notice that the above policy was assigned by way of mortgage to DBW Investments ( ) Limited of 1 Capital Quarter, Tyndall Street, Cardiff CF10 4BZ to secure moneys obligations and liabilities due, owing or incurred to them.

Please acknowledge this notice by signing and returning one copy of this notice.

Yours faithfully,

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We acknowledge receipt of a copy of the above notice.

Date 

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Signed 

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