

MR01

Particulars of a charge

104734/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

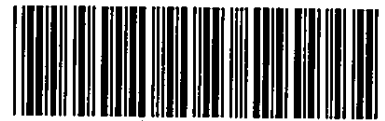
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**



A05 12/09/2015 #90

COMPANIES HOUSE

1 Company details

Company number 05431982
Company name in full CLARICE HOUSE (COLCHESTER) LIMITED

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 07/09/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The registered land known as Kingsford Park Hotel, Layer Road with Title number EX757841

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5431982

Charge code: 0543 1982 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2015 and created by CLARICE HOUSE (COLCHESTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2015

Given at Companies House, Cardiff on 17th September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ACCESSION DEED

THIS ACCESSION DEED is made on

7th

September 2015

BETWEEN

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) BANNATYNE FITNESS LIMITED (the "Borrower"), and
- (3) THE ROYAL BANK OF SCOTLAND PLC (as Security Trustee for the Secured Parties (as defined below)) (the "Security Trustee")

BACKGROUND

This Accession Deed is supplemental to

- (a) a debenture dated 7 March 2014 and made between (1) the Chargors listed therein and (2) the Security Trustee (the "Existing Debenture"), and
- (b) a debenture dated 1 September 2015 and made between (1) the Chargors listed therein and (2) the Security Trustee (the "New Debenture" and together with the Existing Debenture, the "Debentures")

IT IS AGREED

2. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debentures have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1.2 (*Interpretation*) of the Debentures applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

3. ACCESSION OF EACH ACCEDING COMPANY

(a) Accession

Each Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by each of the Debentures, and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debentures,

as if it had been an original party to each of the Debentures as one of the Chargors thereunder



I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO s859G OF THE COMPANIES ACT 2006, THIS IS A TRUE COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT

DATE

11/9/15

SIGNED

DLA Piper UK LLP

DLA Piper UK LLP

(b) **Covenant to pay**

Without prejudice to the generality of clause 3(a) (*Accession*) of this Accession Deed, each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of each of the Debentures.

(c) **Charge and assignment**

Without prejudice to the generality of clause 3(a) (*Accession*) of this Accession Deed, each Acceding Company with full title guarantee (on the terms set out in clause 3.1 (*Nature of security*) of each of the Debentures), charges and assigns (and agrees to charge and assign) to the Security Trustee for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of each of the Debentures including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all Real Property (but excluding the Excluded Real Property and the Scottish Real Property and all interests in the Scottish Real Property) specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (ii) by way of first fixed charge
 - (A) all the Charged Securities (including, without limitation, those specified in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified in part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in part 4 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified in part 5 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified in part 6 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **Representations**

Each Acceding Company makes the following representations and warranties

- (i) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company,
- (ii) in relation to the Real Property part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than the Excluded Real Property) which is beneficially owned by each Acceding Company at the date of this Deed and is to be Charged pursuant to clause 2(c)(i) above, and
- (iii) it is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of each of the Debentures, the Borrower (as agent for itself and the existing Chargors)

- (i) consents to the accession of each Acceding Company to each of the Debentures on the terms of this Accession Deed, and
- (ii) agrees that each of the Debentures shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in each of the Debentures as a Chargor

4. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with each of the Debentures so that all references in the Debentures to "*this Deed*" and similar expressions shall include references to this Accession Deed

5. THIRD PARTY RIGHTS

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed. For the avoidance of doubt, any Receiver or Delegate may, subject to this clause 5 and the Contracts (Rights of Third Parties) Act 1999, rely on any clause of this Deed which expressly confers rights on it

6. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below

7. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

8. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Borrower as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Borrower

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Clarice House (Colchester) Limited	05431982	89 High Street Hadleigh Ipswich Suffolk IP7 5EA
Clarice House (Bury St Edmunds) Limited	03836449	89 High Street Hadleigh Ipswich Suffolk IP7 5EA

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

[Part 1 - Real Property]

Registered land				
Acceding Company	Address	Administrative Area		Title number
Clarice House (Colchester) Limited	Kingsford Park Hotel Layer Road	Essex Colchester Colchester Borough Council		EX757841
Clarice House (Bury St Edmunds) Limited	The Lodge Horringer Road	Suffolk St Edmundsbury St Edmundsbury Borough Council		SK220608
Clarice House (Bury St Edmunds) Limited	Horringer Court Horringer Road	Suffolk St Edmundsbury St Edmundsbury Borough Council		SK114860 SK130424
Unregistered land				
Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed				


Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
None at the date of this Deed				

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Clarice House (Colchester) Limited	140	Bank of Scotland	3 Queen Street, Norwich, NR2 4SG Sort Code 12-16-39
Clarice House (Bury St Edmunds) Limited	878	Bank of Scotland	3 Queen Street, Norwich, NR2 4SG Sort Code 12-16-39

Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Clarice House (Bury St Edmunds) Limited	UK00002311 158	UK	41,44	

Part 4B - Domain Names		
Proprietor	Domain Names	Expiry Date
Clarice House (Bury St Edmunds) Limited	Claricehouse co uk	13 08 2016
Clarice House (Bury St Edmunds) Limited	Claricehouse com	21 09 2015
Clarice House (Bury St Edmunds) Limited	Clariceleisure com	21 09 2015
Clarice House (Bury St Edmunds) Limited	Clariceleisure co uk	13 08 2016
Clarice House (Bury St Edmunds) Limited	Clarice co uk	28 11 2016

Part 5 - Material Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None at the date of this Deed			

Part 6 - Insurances

Acceding Company	Insurer	Policy number

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by CLARICE)
HOUSE (COLCHESTER) LIMITED acting)
by



Director **ED JAMES**

Witness signature 

Witness name: **J Brown**

Witness address **BANNATYNE HEALTH CLUB, COUNTY GROUNDS, CHESTER CE STREET**
COUNTY DURHAM, DH3 3SH

Address: Power House, Haughton Road, Darlington,
DL1 1ST
Attention: Ed James/Justin Musgrove

Executed as a deed, but not delivered until the)
first date specified on page 1, by CLARICE)
HOUSE (BURY ST EDMUNDS) LIMITED)
acting by



Director **ED JAMES**

Witness signature 

Witness name **J Brown**

Witness address **BANNATYNE HEALTH CLUB, COUNTY GROUNDS, CHESTER CE STREET,**
COUNTY DURHAM, DH3 3SH

Address: Power House, Haughton Road, Darlington,
DL1 1ST
Attention: Ed James/Justin Musgrove

THE BORROWER

Executed as a deed, but not delivered until the
first date specified on page 1, by BANNATYNE
FITNESS LIMITED acting by

Director

ED JAMES

Witness signature

Witness name

Witness address

Address:

Attention:

[Redacted]

JBrown.

BANNATYNE HEALTH COUNTY GROUNDS, CHESTERLE STREET
CO DURHAM, DH3 3SH

Power House, Haughton Road, Darlington,
DL1 1ST
Ed James/Justin Musgrove

THE SECURITY AGENT

Signed by for and on behalf)
of THE ROYAL BANK OF SCOTLAND)
PLC)

Signature

Address: 250 Bishopsgate, London, EC2M
4AA

Facsimile No: 0207 786 5247

Attention: