



Registration of a Charge

Company name: **OCCUPATIONAL MEDICALS ENTERPRISE LTD**

Company number: **06221455**



X4H1A4DE

Received for Electronic Filing: **30/09/2015**

Details of Charge

Date of creation: **23/09/2015**

Charge code: **0622 1455 0001**

Persons entitled: **SANTANDER UK PLC**

Brief description: **NONE AS AT THE DATE OF THIS CHARGE.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GUNNERCOOKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6221455

Charge code: 0622 1455 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2015 and created by OCCUPATIONAL MEDICALS ENTERPRISE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2015 .

Given at Companies House, Cardiff on 1st October 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

CHARGE OVER ACCOUNT

This Deed is made on 23 SEPTEMBER 2015

Between

(1)

Name	OCCUPATIONAL MEDICALS ENTERPRISE LIMITED
Registered number	06221455
Address	INDIGO HOUSE UNIT 10, MULBERRY BUSINESS PARK FISHPONDS ROAD WOKINGHAM BERKSHIRE RG41 2GY
Fax number	

(Chargor) and

(2) **Santander UK plc** as security trustee for each Group Member (**Lender**)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Account means the account of the Chargor with account number 10231302 held at Aldermore Bank plc (sort code 23-33-43), as the same may be re-designated, substituted or replaced from time to time;

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person;

Default Rate means the highest rate of interest referred to in the Finance Documents;

Event of Default means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents;

Finance Documents means the documents governing the terms of the Secured Liabilities;

Group means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being;

Group Member means each member of the Group;

Holding Company means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

LPA means the Law of Property Act 1925

Party means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

Receiver means any one or more receivers, managers or administrative receivers appointed by the Lender pursuant to this Deed in respect of the Chargor or over all or any of the Secured Assets;

Secured Assets means all of the assets and undertaking of the Chargor the subject of any Security created by, under or supplemental to, this Deed in favour of the Lender;

Secured Liabilities means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period means the period from the date of this Deed until the Lender confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Group Member has any continuing obligation to make facilities available to the Chargor; and

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 Construction

(a) Any reference in this Deed to:

- (i) **assets** includes present and future property, revenues and rights of every description;
- (ii) clauses and schedules are references to clauses and schedules of this Deed;
- (iii) **this Deed** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated, supplemented or varied provided that, where the consent of a Group Member is required pursuant to any Finance Document or otherwise to such amendment, novation, replacement, restatement, supplement or variation, such consent has been obtained;
- (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

- (v) a **guarantee** includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person;
- (vi) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of each Group Member only) its permitted assignees and transferees;
- (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination; and
- (ix) a provision of law is a reference to that provision as amended or re-enacted.
- (b) Clause and schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been:
 - (i) remedied to the satisfaction of the Group Member party to the Finance Document under the terms of which the Event of Default occurred; or
 - (ii) waived by that Group Member in writing.
- (d) This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.
- (e) Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (f) Words importing the plural shall include the singular and vice versa.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, 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 Deed.
- (b) The consent of any person which is not a Party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each Finance Document relating to any disposition of property shall be deemed to be incorporated in this Deed.

2 Covenant to pay

2.1 Covenant

The Chargor covenants with the Lender (as security trustee for the Group Members) that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor.

2.2 Interest on late payments

If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly.

3 Charges

3.1 Fixed charge

The Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, by way of fixed charge all monies from time to time standing to the credit of the Account together with all other rights and benefits accruing to or arising in connection with the Account.

3.2 Priority

The charges created by this Deed:

- (a) rank as first charges;
- (b) are given with full title guarantee; and
- (c) are granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset.

4 Notices of charge

4.1 The Chargor shall give notice in the form specified in schedule 1 to the financial institution at which the Account is held that the Chargor has created a fixed charge over the balance standing to the credit of the Account.

4.2 The Chargor shall give the notice referred to in clause 4.1 on the date of this Deed.

4.3 The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form appended to such notice within 5 Business Days of that notice being given.

5 Undertakings

5.1 Duration

The undertakings in this clause 5 remain in force during the Security Period.

5.2 Negative Pledge

- (a) The Chargor shall not create or permit to subsist any Security over any of the Secured Assets.
- (b) Clause 5.2(a) does not apply to any Security or arrangement which is Security permitted under the Finance Documents.

5.3 Account Restrictions

The Chargor will not:

- (a) withdraw or transfer all or any part of any monies standing to the credit of the Account until the Security Period has expired; and
- (b) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by or under this Deed.

5.4 Restrictions on dealing with Secured Assets

- (a) The Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Secured Assets or agree to do so.
- (b) Clause 5.4(a) does not apply to any disposal permitted under the Finance Documents.

5.5 Power to remedy

- (a) If the Chargor fails to comply with any of the undertakings set out in this clause 5, it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.
- (b) If the Chargor fails to perform any obligation or other covenant affecting any Secured Asset, it shall permit the Lender or its agents and contractors:
 - (i) to comply with or object to any notice service on it relating to such Secured Asset; and
 - (ii) to take any action the Lender may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (c) The Chargor shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 5.5.

6 Further assurance

6.1 Further assurance

The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Lender and the Group Members (or any of them) provided by or pursuant to this Deed or by law;
- (b) to confer on the Lender or confer on the Group Members Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

6.2 Further action

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Group Members by or pursuant to this Deed.

6.3 Cost

Any document required to be executed by the Chargor under this clause 6 will be prepared at the cost of the Chargor.

7 Certain powers of the Lender

7.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under this Deed shall be immediately enforceable.

7.2 Powers on enforcement

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

7.3 Subsequent Security

- (a) If the Lender receives notice of any subsequent Security affecting the Secured Assets or any part thereof, the Lender may open a new account for the Chargor.
- (b) If it does not open a new account then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had

opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice.

7.4 Contingencies

- (c) If the Lender enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.
- (d) The Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:
 - (i) paying all costs, charges and expenses incurred and payments made by the Lender (or the Receiver) in the course of such enforcement;
 - (ii) paying remuneration to the Receiver as and when the same becomes due and payable; and
 - (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

7.5 Redemption of prior Security

If an Event of Default is continuing or if requested by the Chargor, the Lender may:

- (e) redeem any prior Security against any Secured Asset; and/or
- (f) procure the transfer of that Security to itself; and/or
- (g) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Chargor.

The Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer.

7.6 Power of sale and right of consolidation

Sections 93 and 103 of the LPA do not apply to the security constituted by this Deed.

7.7 Right of appropriation

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Lender shall have the right on giving prior notice to the Chargor, at any time after the Security created by or under this Deed becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Liabilities. Each Party agrees that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that the method of valuation provided for in this clause 7.6 constitutes a valuation "in a commercially reasonable manner".

8 Appointment and powers of Receiver

8.1 Appointment

- (a) At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Secured Assets or any part thereof.
- (b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment.
- (c) The Lender may (subject to clause 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

8.2 Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers by statute and power on behalf and at the expense of the Chargor to do, or omit to do, anything which the Chargor could do, or omit to do, in relation to the Secured Assets or any part thereof including:

- (a) take possession of, collect and get in, and give a good discharge for, all or any of the Secured Assets; and/or
- (b) raise or borrow any money from or incur any other liability to any Group Member or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Secured Assets ranking in priority to this security or otherwise; and/or
- (c) sell or otherwise dispose of or deal with all or any of the Secured Assets for such consideration and generally on such terms and conditions as he may think fit. The consideration for such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities; and/or
- (d) make any arrangement or compromise in respect of, or enter into, or cancel, any contracts comprised in, the Secured Assets which he shall think expedient; and/or
- (e) appoint and discharge managers, agents, officers and employees for any of the purposes referred to in this clause 8.3; and/or
- (f) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Secured Assets or any part thereof or submit to arbitration as he may think fit; and/or
- (g) delegate his powers in accordance with clause 11; and/or

- (h) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 8.3 or to the realisation of the Security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes referred to in this clause 8.3.

8.4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) of the LPA shall be varied accordingly.

9 Application of proceeds

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Group Members may from time to time conclusively agree, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

10 Protection of third parties

10.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the LPA) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the LPA, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

10.2 No enquiry required

No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

11 Delegation

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

12 Indemnities

12.1 Enforcement costs

The Chargor shall pay to the Lender on demand the amount of all costs and expenses (including legal fees, stamp duties and any value added tax) incurred by the Lender or any

Receiver in connection with the enforcement, preservation or release of any rights under this Deed on a full indemnity basis.

12.2 Indemnity from Secured Assets

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an **Indemnified Party**) shall be entitled to be indemnified out of the Secured Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- (b) any breach by the Chargor of any of its obligations under this Deed; or
- (c) any claim made or asserted against an Indemnified Party under any law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

13 Power of attorney

13.1 Power of attorney

The Chargor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Secured Assets or for vesting the same in the Lender, its nominee or any purchaser;
- (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6.1; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Secured Assets or any part thereof or in connection with any other exercise of any power under this Deed.

13.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 13.1 shall do, or purport to do, in the exercise of his powers under clause 13.1.

14 Miscellaneous

14.1 Continuing security

This Deed and the obligations of the Chargor under this Deed shall:

- (a) secure the ultimate balance of the Secured Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to any Group Member; and
- (c) not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy.

14.2 Settlements conditional

Any settlement or discharge between any Group Member and the Chargor shall be conditional on no Security granted to, or disposition or payment to, that Group Member (whether by the Chargor or otherwise) being avoided or reduced as a result of insolvency or any similar event and the Lender shall be entitled to recover the value or amount of any such Security or payment from the Chargor and to enforce this Deed as if such settlement or discharge had not occurred.

14.3 Retention

The Lender will be entitled to retain this Deed for 6 months after repayment in full of the Secured Liabilities. If within that period any application is made, a petition is presented or a resolution is passed or other steps are taken for the winding up, the administration or the bankruptcy of the Chargor or any other person who is liable in respect of, or has discharged any of, the Secured Liabilities, the Lender may retain this Deed for so long as it requires in respect of the liability of the Chargor under this Deed.

14.4 No responsibility for loss

Neither the Lender nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

14.5 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable.

14.6 Perpetuity period

The perpetuity period for the trusts created by this Deed shall be 125 years from the date of this Deed.

14.7 Releases

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed; and
 - (b) the Secured Assets from the Security created by and under this Deed,
- and return all documents or deeds of title delivered to it under this Deed.

15 Partial invalidity

If, at any time, any provision of this Deed 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 nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

16 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender or any Group Member, any right or remedy available to it under this Deed or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Deed and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law. Any Group Member may rely on this clause 16 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

17 Notices

17.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargor, that specified above; and
- (b) in the case of the Lender:

Address: Santander UK plc
298 Deansgate
Manchester
M3 4HH
Fax number: 0161 953 3517
Attention: Carl Collett/Andrea Yule,

or any substitute address, fax number or department or officer as either Party may notify to the other by not less than 5 Business Days' notice.

17.3

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax, when received in legible form; or

- (ii) if by way of letter, when it has been left at the relevant address or 5 days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 17.2, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Lender shall specify for this purpose).

18 Calculations and certificates

18.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by a Group Member are prima facie evidence of the matters to which they relate.

18.2 Certificates and determinations

Any certification or determination by the Lender or a Group Member under this Deed or any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

18.3 No set off by the Chargor

All payments to be made by the Chargor under this Deed shall, subject to the terms of the Finance Documents, be calculated and be made without (and free and clear of any deduction for) set off or counterclaim.

19 Set off

The Lender or a Group Member may set off any matured obligation due from the Chargor against any matured obligation owed by the Lender or that Group Member to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender or that Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off. Any Group Member may rely on this clause 19 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

20 Currency

If a payment is made to the Lender under this Deed in a currency other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at a market rate of exchange in its usual course of business on or around the date of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall and such shortfall shall form part of the Secured Liabilities.

21 Assignment

- 21.1 The Lender or any Group Member may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed or any Security created by or under it.

21.2 The Lender and each Group Member may disclose to any person:

- (a) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of:
 - (i) the Secured Liabilities; and/or
 - (ii) its rights and obligations under this Deed;
- (b) with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Chargor;
- (c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or
- (d) who is its Affiliate,

any information about the Chargor and this Deed as the Lender or that Group Member shall consider appropriate.

21.3 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

21.4 Any Group Member may rely on this clause 21 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

22 Counterparts

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

23 Governing law

23.1 This Deed shall be governed by, and construed in accordance with, English law and all claims and disputes between the Parties arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law.

23.2 If in any court either Party argues that a court other than the courts of England and Wales has jurisdiction to determine a dispute or difference between the Parties arising out of or in connection with this Deed that issue shall be determined in accordance with English law and each Party irrevocably and unconditionally waives any right it might otherwise have to rely upon the law of the forum or any other law.

This Deed has been entered into at the date stated at the beginning of this Deed.

Schedule 1

Form of notice of charge

[Date]

To: *[insert name and address of account holding institution]*

Dear Sirs

Account number: • **(Account)**

Sort code: •

Account holder: • **Limited**

We hereby notify you that we have charged by way of first fixed charge to Santander UK plc (**Lender**) all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect; and
- 2 to disclose to the Lender such information relating to us and the Account as the Lender may from time to time request you to provide.

We also advise you that:

- (a) we may not withdraw any monies from the Account without first having obtained the prior written consent of the Lender; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Lender.

Please confirm your agreement to these instructions and authorisations by signing and returning the enclosed acknowledgement within 5 days of receipt of this notice direct to the Lender at 298 Deansgate, Manchester M3 4HH (marked for the attention of Carl Collett/Andrea Yule), with a copy to ourselves.

This notice (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

Yours faithfully

.....
For and on behalf of

Form of acknowledgement

[Date]

To: Santander UK plc
298 Deansgate
Manchester
M3 4HH

To: [name of Chargor] (**Chargor**)
[address]

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of a notice of charge (**Notice**) addressed to us by [insert name of Chargor] (**Chargor**) of which the above is a copy. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement, we have not received any notice of assignment or charge over the Chargor's interest in the Account in favour of any other person; and
- 3 we will not exercise any right of combination of accounts, set off or lien over any monies standing to the credit of the Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

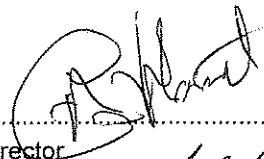
Yours faithfully

.....
For and on behalf of
[account holding institution]


SIGNATURES

Chargor

Executed as a deed on behalf of
Occupational Medicals Enterprise Limited
acting by two directors or one director and the
company secretary

) 

) Director

) 

) Director/Secretary

Lender

SANTANDER UK PLC

By: