



Registration of a Charge

Company Name: **SOUTH ESSEX INSURANCE HOLDINGS LIMITED**

Company Number: **06317313**



Received for filing in Electronic Format on the: **19/01/2023**

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Details of Charge

Date of creation: **30/12/2022**

Charge code: **0631 7313 0001**

Persons entitled: **BENEFACT GROUP PLC (COMPANY NUMBER 01718196)**

Brief description: **TRADEMARKS: 'SEIB' (REGISTRATION NO. 2494612) 'EUAL' (REGISTRATION NO. 2494615) 'SOUTH ESSEX INSURANCE BROKERS' (REGISTRATION NO. 2494611A AND 2494611B) 'RACE HORSES TO RIDING HORSES' (REGISTRATION NO. 2494608) 'SEARCH FOR A STAR' (REGISTRATION NO. 2494609) 'R2R LOGO' (REGISTRATION NO. 2494610) 'JEL' (REGISTRATION NO. 2494617) 'EUA EQUESTRIAN UNDERWRITING AGENCIES' (REGISTRATION NO. 2526843) 'SEIB LOGO' (REGISTRATION NO. 3086737) 'SEIB LOGO' (REGISTRATION NO. 3086740) 'LANSDOWN INSURANCE BROKERS' (REGISTRATION NO. UK00003093194) LANSDOWN INSURANCE BROKERS LOGO (REGISTRATION NO. UK00003093195) 'R2R LOGO' (REGISTRATION NO. 3367968) 'WRS' (REGISTRATION NO. 3579885) AND 'WRS (DEVICE) - SERIES OF TWO (REGISTRATION NO. 3579886)**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **MOGERS DREWETT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6317313

Charge code: 0631 7313 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2022 and created by SOUTH ESSEX INSURANCE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2023 .

Given at Companies House, Cardiff on 20th January 2023

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**

DEED OF ACCESSION

THIS DEED is dated

30th December 2022

between:

- 1 **SOUTH ESSEX INSURANCE HOLDINGS LIMITED** a company incorporated in England and Wales under registered number 06317313 whose registered office is Benefact House 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, United Kingdom, GL3 4AW (the "**Additional Chargor**"); and
- 2 **BENEFACT GROUP PLC** as Security Trustee for and on behalf of the Secured Parties (the "**Security Trustee**").

BACKGROUND

- A The Parent and others has entered into a debenture dated (the "**Debenture**") between the Parent, the Chargors under and as defined in the Debenture and the Security Trustee.
- B The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Debenture.
- C The Security Trustee and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this Deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this Deed the Additional Chargor:

- 2.1.1 will become a party to the Debenture as a Chargor; and
- 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Security Trustee that it will on demand pay, discharge and satisfy all Secured Liabilities when due and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges:

- 3.1.1 by way of a first legal mortgage, all the Properties which are listed in schedule 1 (*Properties currently owned*) to this Deed (the "**Mortgaged Property**") owned by it and all rights under any licence or other agreement or document which gives each Chargor a right to occupy or use the Mortgaged Property owned by it; and
- 3.1.2 (to the extent that they are not the subject of a mortgage under paragraph 3.1.1 above) by way of first fixed charge, all the Real Property owned by it and all

rights under any licence or other agreement or document which gives each Chargor a right to occupy or use Real Property owned by it.

- 3.1.3 charges to the Security Trustee, by way of first fixed charge, all its:
 - 3.1.3.1 Chattels;
 - 3.1.3.2 Shares and Dividends;
 - 3.1.3.3 Monetary Claims;
 - 3.1.3.4 Intellectual Property;
 - 3.1.3.5 any beneficial interest, claim or entitlement it has in any pension fund;
 - 3.1.3.6 any and all Related Rights;
 - 3.1.3.7 all rights to recover any Taxes on any supplies made to it relating to any Security Asset and any sums so recovered;
 - 3.1.3.8 its goodwill and uncalled capital; and
 - 3.1.3.9 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation or any other sum payable in relation to any Authorisation;
- 3.1.4 assigns to the Security Trustee absolutely, by way of security, subject to reassignment by the Security Trustee in accordance with Clause 30 (Release of security), all its rights in respect of the Accounts, and to the extent that any Account are not effectively assigned by this paragraph, charges by way of first fixed charge all of its rights and interest in and to the Accounts;
- 3.1.5 assigns to the Security Trustee absolutely, by way of security, subject to reassignment by the Security Trustee in accordance with Clause 30 (Release of security), all its rights in respect of the Rental Income provided that if any of those rights are not effectively assigned by this paragraph, this assignment shall instead operate as an assignment of all sums, of any nature, which each Chargor may derive from those rights;
- 3.1.6 to the extent that they are not effectively assigned under paragraph 3.1.5 above, each Chargor charges by way of first fixed charge all of its rights described in paragraph 3.1.5 above;
- 3.1.7 assigns to the Security Trustee absolutely, by way of security, subject to reassignment by the Security Trustee in accordance with Clause 30 (Release of Security) of the Debenture, all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts, and to the extent that they are not effectively assigned, each Chargor charges by way of a first fixed charge such relevant amounts and rights;
- 3.1.8 assigns to the Security Trustee, by way of security, subject to reassignment by the Security Trustee in accordance with Clause 30 (Release of Security) of the Debenture, all its rights in respect of:
 - 3.1.8.1 the Contracts;
 - 3.1.8.2 any letter of credit issued in its favour; and

3.1.8.3 any bill of exchange or other negotiable instrument held by it, and

3.1.9 to the extent that any Contract is not capable of assignment without infringing any provision of such Contract but is capable of being charged, charges to the Security Trustee by way of fixed charge all of its rights and interest in such Contract; and

3.1.10 to the extent that any contract is not capable of assignment or charge without infringing any provision of such Contract, charges to the Security Trustee by way of fixed charge the proceeds of any Related Rights in respect of such Contract.

3.2 Floating security

3.2.1 The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 3.

3.2.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created pursuant to paragraph 3.2.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 of the Insolvency Act.

4 Miscellaneous

With effect from the date of this Deed:

4.1 the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed); and

4.2 any reference in the Debenture to "this Deed" and similar phrases will include this Deed.

5 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.

6 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

7 Enforcement

7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

7.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

In Witness whereof this Deed has been executed by the Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Trustee.

SCHEDULE 1 TO ACCESSION DEED

Shares

100% of SEIB Insurance Brokers Ltd Co Reg No - 06317314

SCHEDULE 2 TO ACCESSION DEED

Properties

Part A: Registered Land

Description of Property	Title Number
None	

Part B: Unregistered Land

Description of Property	Title Number
None	

SCHEDULE 3 TO ACCESSION DEED

Accounts

Bank	Account	Account Number	Sort Code
BARCLAYS BANK PLC, 1 CHURCHILL PLACE, LONDON, E14 5HP HSBC			

BANK OF SCOTLAND – PO BOX 1000 BX2 1LB		
SCOTTISH WIDOWS PO BOX 883 LEEDS LS1 9TY		

SCHEDULE 4 TO ACCESSION DEED**Insurance Policies**

All insurances covered by the Lloyd & Whyte Group Limited policies on completion.

SCHEDULE 5 TO ACCESSION DEED**Intellectual Property****Main Details**

Name: SEIB INSURANCE BROKERS LIMITED
 QuickRef: SEIB
 Country: United Kingdom
 Company Number: 06317314
 Incorporated: 18/07/2007
 Company Type: Limited by Shares
 Company Status: Active
 Dissolved:

Primary Addresses

Trading At: SOUTH ESSEX HOUSE, NORTH ROAD, SOUTH OCKENDON, ESSEX, RM15 5BE
 Registered Office: BENEFAC HOUSE, , 2000 PIONEER AVENUE, GLOUCESTER BUSINESS PARK, BROCKWORTH, GLOUCESTER, GL3 4AW, United Kingdom
 Presenter: SEIB INSURANCE BROKERS LIMITED, BENEFAC HOUSE, 2000 PIONEER AVENUE, GLOUCESTER BUSINESS PARK, BROCKWORTH, GLOUCESTER, GL3 4AW, United Kingdom

Intellectual Property**Trademark**

Date	Reminder	Status	Summary
06/08/2008	06/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: SEIB Registration/Trademark No: 2494612 Registered From: 06/08/2008 Registered To: 06/08/2028 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Classes 36 & 41 Internal Reference Number: Agent Reference Number:
06/08/2008	06/02/2018	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: EUAL Registration/Trademark No: 2494615 Registered From: 06/08/2008 Registered To: 06/08/2018 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Internal Reference Number:

Date	Reminder	Status	Summary
06/08/2008	06/02/2028	Active	Agent Reference Number: Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: South Essex Insurance Brokers Registration/Trademark No: 2494611A Registered From: 06/08/2008 Registered To: 06/08/2028 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: 36 and 41 Internal Reference Number: Agent Reference Number:
06/08/2008	06/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: South Essex Insurance Brokers Registration/Trademark No: 2494611B Registered From: 06/08/2008 Registered To: 06/08/2028 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: 36 & 41 Internal Reference Number: Agent Reference Number:
06/08/2008	06/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: Race Horses to Riding Horses Registration/Trademark No: 2494608 Registered From: 06/08/2008 Registered To: 06/08/2028 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 41 Class Description: Internal Reference Number: Agent Reference Number:
06/08/2008	06/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: Search for A Star Registration/Trademark No: 2494609 Registered From: 06/08/2008 Registered To: 06/08/2028 Type of Mark: Application Type: Application Date: Application No: Notes: Class of trademark: 41 Class Description: Internal Reference Number: Agent Reference Number:
17/07/2009	04/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: R2R logo Registration/Trademark No: 2494610 Registered From: 17/07/2009 Registered To: 04/08/2028 Type of Mark: Trademark Application Type:

Date	Reminder	Status	Summary
			Application Date: Application No: Notes: Class of trademark: 36 Class Description: Internal Reference Number: Agent Reference Number:
06/08/2009	06/02/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: JEL Registration/Trademark No: 2494617 Registered From: 06/08/2009 Registered To: 06/08/2028 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Internal Reference Number: Agent Reference Number:
25/12/2009	23/03/2029	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: EUA Equestrian Underwriting Agencies Registration/Trademark No: 2526843 Registered From: 25/12/2009 Registered To: 23/09/2029 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: series of 2 class 36 Class of trademark: 36 Class Description: Internal Reference Number: Agent Reference Number:
18/12/2014	18/06/2024	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: SEIB logo Registration/Trademark No: 3086737 Registered From: 18/12/2014 Registered To: 18/12/2024 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Classes 36 & 41 Internal Reference Number: Agent Reference Number:
18/12/2014	18/06/2024	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: SEIB Logo Registration/Trademark No: 3086740 Registered From: 18/12/2014 Registered To: 18/12/2024 Type of Mark: Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Classes 36 & 41 Internal Reference Number: Agent Reference Number:
17/03/2017	17/09/2026	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: Lansdown Insurance Brokers

Date	Reminder	Status	Summary
			Registration/Trademark No: Uk00003093194 Registered From: 17/03/2017 Registered To: 17/03/2027 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Internal Reference Number: Agent Reference Number:
17/03/2017	17/09/2026	Active	Country: GB (United Kingdom) State/Province/Region: ENW (England and Wales) Word Mark/Mark Text: Lansdown Insurance Brokers Logo Registration/Trademark No: UK00003093195 Registered From: 17/03/2017 Registered To: 17/03/2027 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: Internal Reference Number: Agent Reference Number:
24/05/2019	24/11/2028	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: R2R Logo Registration/Trademark No: 3367968 Registered From: 24/05/2019 Registered To: 24/05/2029 Type of Mark: Trademark Application Type: In-Use Application Application Date: Application No: Notes: Class of trademark: 16 Class Description: 36 & 41 Internal Reference Number: Agent Reference Number:
21/05/2021	15/07/2030	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: WRS Registration/Trademark No: 3579885 Registered From: 21/05/2021 Registered To: 15/01/2031 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36 Class Description: 41, 45 Internal Reference Number: Agent Reference Number:
21/05/2021	15/07/2020	Active	Country: GB (United Kingdom) State/Province/Region: Word Mark/Mark Text: WRS (device) - series of two Registration/Trademark No: 3579886 Registered From: 21/05/2021 Registered To: 15/01/2021 Type of Mark: Trademark Application Type: Application Date: Application No: Notes: Class of trademark: 36

Date	Reminder	Status	Summary
			Class Description: 41, 45 Internal Reference Number: Agent Reference Number:

EXECUTION PAGES TO THE ACCESSION DEED TO THE DEBENTURE

The Additional Chargor

**EXECUTED as a DEED by
SOUTH ESSEX INSURANCE HOLDINGS
LIMITED as Additional Chargor**

) DocuSigned by:
Steve Astley
9E70786E53384A1...
) DocuSigned by:
David Moore
296D202157E8489...

**EXECUTED by BENEFACT GROUP PLC as)
Security Trustee)**

) DocuSigned by:
Mark Hews
244568F5E20B4D0...
) DocuSigned by:
Denise Cockrem
5C4DD0C8838A458...

Notice details

Address:

