



Registration of a Charge

Company name: **BDV LIMITED**

Company number: **06593645**

Received for Electronic Filing: **31/07/2018**



X7BCHPNC

Details of Charge

Date of creation: **10/07/2018**

Charge code: **0659 3645 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

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: **MARTIN CAMPBELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6593645

Charge code: 0659 3645 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2018 and created by BDV LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2018 .

Given at Companies House, Cardiff on 2nd August 2018

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**

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Registered No: 06593645

Owner: BDV Limited

Bank: National Westminster Bank Plc

Debts: All Book debts and other debts present and future owed to the Owner and their proceeds until payment to an account in the name of the Owner with the Bank (the "**Collections Account**"). The **Balances** are all funds standing to the credit of the Collections Account.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
 - 1.2.1 the Debts.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, charges all rights to the Debts and the Balances to the Bank.

3. Restrictions

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Debts or the Balances.
- 3.2 deal with or dispose of the Debts other than by collecting them in the ordinary course of business. In particular, the Owner will not realise the Debts by means of invoice discounting or factoring arrangements.
- 3.3 agree to any variation or waiver of the Debts.
- 3.4 draw on or deal with the Balances.

4. Undertakings

The Owner will:

- 4.1 hold on trust for the Bank all documents and other material relating to the Debts and deliver these to the Bank on request.
- 4.2 at the Bank's request, deliver notices of the charge over the Debts to the relevant debtors in the form set out in Schedule and provide to the Bank acknowledgements from the debtors.
- 4.3 pay into the Collections Account all proceeds of the Debts and hold them on trust for the Bank prior to payment into the Collections Account.

5. Confirmations

The Owner confirms to the Bank that;

5.1 the Debts are due and payable to the Owner and the Owner has not assigned, charged or disposed of them to a third party.

5.2 each Debt is the legal and enforceable obligation of the relevant debtor.

5.3 there are no rights of set-off or other rights which would prevent payment of the Debts.

6. Possession and Exercise of Powers

6.1 The Bank does not have an immediate right to possession of the Debts and the Owner will continue in possession until the Bank takes possession.

6.2 If the Bank makes a demand, the Bank may then take possession and exercise any of its other powers without further delay.

6.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

6.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

7. Appointment of Receiver

The Bank may appoint or remove a receiver or receivers of the Debts. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

8. Powers of the Bank and Receivers

8.1 The Bank or any receiver may:

8.1.1 collect the Debts

8.1.2 sell, deal with or dispose of the Debts

8.1.3 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.

8.2 A receiver may borrow and secure the repayment of any money in priority to the Owner's Obligations.

8.3 Joint receivers may exercise their powers jointly or separately.

8.4 A receiver will first apply any money received from the Debts towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Bank may exercise any of its powers even if a receiver has been appointed.

8.6 The Bank may set-off any amount due from the Owner against any amount owed by the Bank to the Owner (including the Balances). The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

8.7 Any credit balance with the Bank (including the Balances) will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.

9. Application of Payments

9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

9.2 If the Bank receives notice of any charge or other interest affecting the Debts or the Balances, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received

by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

10. Preservation of Other Security and Rights and Further Assurance

10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

11. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

12. Consents, Notices and Demands

12.1 All consents, notices and demands must be in writing.

12.2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank.

12.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

12.4 A notice from the Owner to the Bank will be effective on receipt.

13. Transfers


The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

14. Law

14.1 English law applies to this deed and the English courts have exclusive jurisdiction.

14.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner



Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required


Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation



TRACEY-ANNE SPALINGTHORPE

Date

0 0 0 7 1 8

You must date
the document