

MR01

Particulars of a charge

772081/13

Laserform

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](http://www.companieshouse.gov.uk)

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

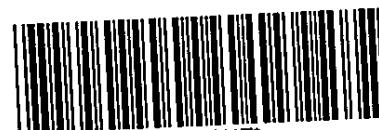
✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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  
scanned and placed on the public record **Do not send the original.**

TUESDAY



\*A4IVNJ1T\*

A19

27/10/2015

#399

COMPANIES HOUSE

For official use

**1** Company details

Company number 0 6 9 0 5 5 8 1

Company name in full LONG HARBOUR 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 d 1 d 9 m 1 m 0 y 2 y 0 y 1 y 5

**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 C HOARE & CO

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

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 <sup>1</sup>

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Kingsley Napley LLP

SOLICITORS TO THE PERSON ENTITLED TO THE CHARGE

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 **Anthony Macpherson**

Company name **Kingsley Napley LLP**

Address **Knights Quarter**

**14 St Johns Lane**

Post town **London**

County/Region

Postcode **E C 1 M 4 A J**

Country

DX **DX 22 Chancery Lane**

Telephone **020 7814 1200**



**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:**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

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

Company number: 6905581

Charge code: 0690 5581 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2015 and created by LONG HARBOUR LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2015.

Given at Companies House, Cardiff on 2nd November 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CD(1999)

We hereby certify this to be a true copy of the original

KINGSLEY NAPLEY LLP  
Knights Quarter, 14 St Johns Lane  
EC1M 4AJ

(Charge over Cash Deposit for securing own liabilities as principal or surety)

*for Kingsley Napley LLP*  
26 October 2015

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND ONLY SIGN IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID THE BANK MAY ENFORCE ITS RIGHTS UNDER THIS CHARGE.**

### CHARGE OVER CASH DEPOSIT

THIS CHARGE is made the 19<sup>th</sup> day of October 2015

BETWEEN

(1) Long Harbour Limited, a private limited company incorporated in England and Wales, with company registration number 06905581, having its registered office at One, New Change, London, EC4M 9AF ("the Chargor") and

(2) C Hoare & Co whose principal address is 37 Fleet Street, London, EC4P 4DQ ("the Bank")

WITNESSES as follows:

#### 1. Definitions

In this Charge

"the Deposit" means the sum of £286,363, which the Chargor has deposited or has agreed to deposit with the Bank (whether such sum is retained in the same currency or is exchanged into any other currency) and any other sum or sums which are from time to time deposited or redeposited with the Bank by way of addition to or renewal of or replacement for the original deposit

"Regulated Agreement" means an agreement for an advance by the Bank by way of loan account which is a regulated agreement as defined by the Consumer Credit Act 1974 ("the 1974 Act") and which expressly states that the advance is secured by this charge

"Overdraft Agreement" means a debtor-creditor agreement as defined by the 1974 Act enabling the debtor to overdraw on current account in respect of which the Director General of Fair Trading has made a determination under section 74(3) of the 1974 Act

"Chargor's Liabilities" means \*[all moneys and liabilities owing or incurred by the Chargor to the Bank and arising now or at any time in the future under or in respect of the following banking facility or accommodation namely

*Kingsley Napley LLP*  
*KN with authority*

[all moneys and liabilities in any currency which may now or at any time in the future be owing or incurred by the Chargor to the Bank on any account or in any manner (whether actual or contingent, alone or jointly with another or others, as principal or as surety) but excluding any liability arising under any agreement regulated by the 1974 Act other than a Regulated Agreement or an Overdraft Agreement] together with the Bank's charges and commission, Interest and Expenses

"Interest" means interest at the rate or rates charged to the Chargor by the Bank from time to time

- (a) in relation to a liability arising under a Regulated Agreement, as provided for in that agreement, and
- (b) in relation to any other liability, as agreed with or notified to the Chargor or in the absence of agreement or notification in accordance with the Bank's usual practice, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement or in the absence of agreement according to the Bank's usual practice

"Expenses" means

- (a) in relation to a liability arising under a Regulated Agreement, costs and expenses with interest thereon as provided for in that agreement, and
- (b) in relation to any other liability, all legal and other costs incurred by the Bank (on a full indemnity basis) at any time in connection with
  - (i) the Deposit or the Chargor's Liabilities, or
  - (ii) the taking or perfecting of this Charge, or
  - (iii) the preserving, defending or enforcing of the security created by this Charge, or
  - (iv) the exercise of any power under this Charge or otherwisetogether with Interest on those costs from the date they are incurred.

## **2. Covenant to Pay and Charging Clause**

Subject to clause 14 and to the terms of any agreement between the Chargor and the Bank governing the time for repayment of any of the Chargor's Liabilities

- (a) the Chargor covenants to discharge the Chargor's Liabilities on demand, and
- (b) the Chargor with full title guarantee charges to the Bank by way of first fixed charge:
  - (i) the Deposit, and
  - (ii) all interest deriving from the Deposit (subject always to the Chargor's right to withdraw interest as provided in clause 5(d)), and
  - (iii) all rights accruing or attaching to the Depositas security for the repayment of the Chargor's Liabilities

\* delete passage in square brackets which does not apply

## **3. Continuing Security**

#### **This Charge**

- (a) shall be a continuing security and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Chargor's Liabilities, and
- (b) is in addition to any other security held by the Bank now or at any time in the future for the Chargor's Liabilities

#### **4. Further Assurance**

The Chargor will at the request of the Bank and at the cost of the Chargor promptly execute any deed or document and take any action reasonably required by the Bank to perfect or protect this Charge or the security created by this Charge or to facilitate its realisation

#### **5. Terms of the Deposit**

- (a) While any part of the Chargor's Liabilities remains outstanding (and so that a liability remains outstanding for the purposes of this clause 5 if it is payable in the future or upon satisfaction of a contingency as well as if it is presently due and payable) the Chargor shall not be entitled, except with the prior written consent of the Bank, to withdraw the whole or any part of the Deposit
- (b) If no part of the Chargor's Liabilities remains outstanding but the whole or any part of the Deposit has not been withdrawn by the Chargor, the Deposit or the part which has not been withdrawn shall be a continuing security to the Bank in accordance with the terms of this Charge for the repayment of any further Chargor's Liabilities subsequently incurred (but so that the Deposit or that part shall remain withdrawable while there are no Chargor's Liabilities outstanding)
- (c) Interest shall accrue on the Deposit at such rates and be credited on such dates and in such manner as may be agreed from time to time between the Chargor and the Bank or in the absence of agreement as the Bank may from time to time reasonably determine
- (d) The Chargor shall be entitled to withdraw interest on the Deposit until such time as the Bank makes demand for payment under clause 2(a), at which time the Chargor's right to withdraw interest (whenever accruing) shall cease
- (e) The Chargor shall not be entitled, except with the prior written consent of the Bank, to convert the Deposit from its original currency into any other
- (f) Any agreement (whether before, on or after the date of this Charge) that the Deposit is to be held for a fixed time period shall be for the purpose of calculation and crediting of interest only and shall not prejudice the Bank's rights or obligations under any provision of this Charge. The Bank may terminate any such agreement forthwith at any time after the date on which all or part of the Chargor's Liabilities shall become due and payable and adjust any interest to be credited in respect of the Deposit accordingly

- (g) If the Deposit is held on a fixed time period deposit, on the expiry of the relevant period it shall be redeposited or successively redeposited on such terms as may be agreed from time to time between the Chargor and the Bank or in the absence of agreement for the same period as or a period similar to the period most recently expired and at the rate the Bank reasonably determines to be appropriate for a deposit of such an amount on such a date and for such a period

#### **6. Right of Set-off**

The Chargor authorises the Bank without prior notice and at any time

- (a) to apply the Deposit and interest accrued thereon but not withdrawn or any part of it in or towards satisfaction of all or any part of the Chargor's Liabilities which at the date such application are or is then immediately due and payable, and
- (b) to combine any account of the Chargor in debit with the Deposit and such interest, and
- (c) to use all or any part of the Deposit to buy such other currencies as may be necessary to effect the applications referred to in sub-clauses (a) and (b) of this clause and so that the costs of buying such currencies shall be borne by the Chargor and shall form part of the Bank's right of set-off

#### **7. Powers of the Bank**

At any time after

- (a) the Bank demands payment of the Chargor's Liabilities (whether the relevant liability or liabilities is or are payable on demand or became payable by a fixed date), or
- (b) the Chargor breaks any of the provisions of this Charge, or
- (c) a bankruptcy order is made against the Chargor or (the Chargor being a company) steps are taken or proceedings commenced for winding up the Chargor or for the appointment of a receiver, administrator or administrative receiver, or
- (d) the Chargor enters into a composition or arrangement for the benefit of the Chargor's creditors

the Bank may, without the restrictions contained in section 103 of the Law of Property Act 1925 but subject to giving any notice required by the 1974 Act, exercise in respect of the Deposit and interest accrued thereon but not withdrawn all the powers or rights conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Charge

#### **8. No other Charges on the Deposit**

The Chargor will not without the prior written consent of the Bank create or permit to arise any mortgage, charge or lien of, on or over all or any part of the Deposit



## **9. Power of Attorney**

The Chargor by way of security irrevocably appoints the Bank to be the attorney of the Chargor (with full powers of substitution and delegation) in the Chargor's name or otherwise and on the Chargor's behalf and as the Chargor's act and deed to sign, execute, deliver and perfect all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Bank pursuant to this Charge or the exercise of any of its powers

## **10. Ruling Off**

If the Bank receives notice (whether formally or informally given) of any new charge or interest affecting the Deposit, the Bank may open a new account or accounts for the Chargor. If the Bank does not open any new account it shall be treated as if it had done so at the time it received the notice. From that time, all payments made by or on behalf of the Chargor to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce any part of the Chargor's Liabilities outstanding at the time the Bank received the notice.

## **11. Notices**

Any notice, demand or other communication by the Bank to the Chargor in relation to this Charge shall be in writing and either

- (a) delivered personally (but so that if the Chargor is a company, it may be given personally to any director or to the secretary of the company), or
- (b) delivered or sent by post to the address of the Chargor last known to the Bank (but so that if the Chargor is a company, its last known address for this purpose is its registered office), or
- (c) sent by telex or facsimile transmission to the number (if any) given on the Chargor's notepaper or listed in a directory of such numbers as the Chargor's number.

Every notice, demand or other communication shall be treated as received by the Chargor

- (i) if delivered personally or to the address of the Chargor last known to the Bank, at the time of delivery,
- (ii) if sent by post to the address of the Chargor last known to the Bank, the day after posting with first class postage prepaid or, if sent by airmail, five working days after posting with airmail postage prepaid,
- (iii) if sent by telex or facsimile transmission
  - (A) at the time of sending, if sent during normal business hours on a working day to a number used by the Chargor wholly or mainly for business purposes, or
  - (B) at the opening of business on the following working day, if sent at some other time to a number used by the Chargor wholly or mainly for business purposes, or

(C) at 7 a.m. next following transmission, if sent to a number used by the Chargor wholly or mainly for non-business purposes

## **12. Jurisdiction**

This Charge shall be governed by and construed in accordance with English law. The Chargor agrees with the Bank that the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this Charge.

## **13. Interpretation**

The expressions "the Chargor" and "the Bank" include their respective successors in title and assigns


## **14. Joint Chargors**

Where this Charge is made by two or more persons, the expression "the Chargor" shall include each and all of them and be construed so that

- (a) their obligations are individual as well as joint, and
- (b) references to an account of the Chargor include any account of all or any one or more of them

but the obligations under clause 2(a) of an individual Chargor are limited to the payment and satisfaction of the liabilities of that Chargor (whether as principal or as surety) and this Charge does not impose any individual or joint liability on that Chargor for the liability of any other person except to the extent that such individual or joint liability exists independently of clause 2(a).

SIGNED as a deed and )  
delivered by the said )  
 )  
in the presence of - )



PRINT FULL NAMES ... JESSICA WELSMAN

33 WILMORE STREET  
LONDON  
W4U 1GX

ASSOCIATE

was affixed hereto in the )  
presence of )

**Secretary**

(For \_\_\_\_\_ EXECUTED BY \_\_\_\_\_  
Company not \_\_\_\_\_  
using a \_\_\_\_\_  
Common \_\_\_\_\_  
Seal) \_\_\_\_\_ (full name of Company)

\_\_\_\_\_ acting by \_\_\_\_\_

\_\_\_\_\_ (print full names)

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) (Signature of Director/Secretary)

**C. HOARE & CO.**

**Charge over Cash Deposit**  
for securing own liabilities as principal or  
surety

MFCD NOVEMBER 1999