



Registration of a Charge

Company name: **DAUSON ENVIRONMENTAL GROUP LIMITED**

Company number: **07040124**

Received for Electronic Filing: **05/03/2018**



X713CEPM

Details of Charge

Date of creation: **28/02/2018**

Charge code: **0704 0124 0004**

Persons entitled: **JULIAN HODGE BANK LIMITED**

Brief description:

Contains fixed charge(s).

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:

CHRIS LEWIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7040124

Charge code: 0704 0124 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2018 and created by DAUSON ENVIRONMENTAL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2018 .

Given at Companies House, Cardiff on 7th March 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

DATED 28 FEBRUARY 2018 ~~2017~~

(1) DAUSON ENVIRONMENTAL GROUP LIMITED

and

(2) JULIAN HODGE BANK LIMITED

DEBENTURE

We hereby certify
that save for the
material redacted
pursuant to section 859G
Companies Act 2006, this is
a true and original copy
of the original instrument.

Signed: CAPITAL LAW LLP
Dated: 1/3/18

THIS DEBENTURE is made on 28 FEBRUARY 2018

2017

BETWEEN:

- (1) **DAUSON ENVIRONMENTAL GROUP LIMITED** (registered number (if applicable): 07040124) whose registered office/address is at Atlantic Ecopark, Newton Road, Rumney, Cardiff, CF3 2EJ (the "Company");
- (2) **JULIAN HODGE BANK LIMITED** (registered number: 743437) whose registered office is at One Central Square, Cardiff, South Glamorgan CF10 1FS (the "Bank")

1. Interpretation

The following expressions shall have the following meanings:

"Secured Liabilities" means all monies and liabilities (whether actual or contingent and whether as principal or surety) from time to time, owing or incurred by the Company to the Bank.

2. Secured Liabilities

- 2.1 The Company agrees to pay on demand the Secured Liabilities.

3. Charge

- 3.1 The Company charges with full title guarantee and as a continuing security for the Secured Liabilities:

3.1.1 by way of legal mortgage any freehold, leasehold or other immovable property referred to in the Schedule to this Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time on any such property and the proceeds of sale of any such property;

3.1.2 by way of fixed charge:

3.1.2.1 all other freehold leasehold and other immovable property now or in the future belonging or charged to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time on any such property and the proceeds of any such property;

- 3.1.2.2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Company and the full benefit of any warranties or maintenance contracts for any of the same;
 - 3.1.2.3 all book debts and other debts now or in the future due or owing to the Company;
 - 3.1.2.4 all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from such assets;
 - 3.1.2.5 the goodwill of the Company and its uncalled capital for the time being;
 - 3.1.2.6 the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs and trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving from such assets now or in the future belonging to the Company;
- 3.1.3 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by this Debenture.
- 3.2 The Bank may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such property and assets as are specified by such notice. The floating charge created by this Debenture shall, unless otherwise agreed in writing by the Bank, automatically and without notice immediately be converted into a fixed charge in the event that the Company shall create or permit to subsist any mortgage, charge, pledge, lien or other security interest other than this Debenture or if any person takes any step to levy any distress, attachment, execution or other legal process against any of the property or assets.
- 3.3 The security created by this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Bank may from time to time hold

for the Secured Liabilities. No prior security held by the Bank over the property charged by this Debenture or any part of it shall merge in the security created by this Debenture hereto which will remain in full force and effect as a continuing security until discharged by the Bank.

4. Restrictions on Dealing

4.1 The Company shall not without the prior written consent of the Bank:

4.1.1 create or permit to subsist any mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other security interest on any of its property and assets other than this Debenture or otherwise in favour of the Bank;

4.1.2 sell, transfer, lease, lend or otherwise dispose of its property or (other than assets which are subject to the floating charge under clause 3.1.3 and where such disposal in the normal course of trading and are not less than market value) of its assets or enter into any agreement or grant any option for any sale, transfer, lease, loan or other disposal; or

4.1.3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 but the Bank and any receiver appointed by the Bank may grant or accept surrenders of leases without restriction; or

4.1.4 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same.

5. Undertakings

5.1 The Company shall:

5.1.1 keep all buildings and all plant and machinery and fixtures and fittings in good repair and condition and permit any person or persons nominated by the Bank free access at all reasonable times to view the state and condition of such assets;

- 5.1.2 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Bank may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Bank noted upon all policies of such insurance or, if the Bank shall require, in the joint names of the Company and the Bank and will produce or deposit with the Bank all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;
- 5.1.3 subject to any rights of a lessor, apply any insurance proceeds in making good the loss or damage or at the Bank's option in or towards the discharge of the Secured Liabilities;
- 5.1.4 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;
- 5.1.5 pay into its account with the Bank all moneys which it may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and, until such payment, hold all such monies on trust for the Bank;
- 5.1.6 deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Bank and in default of and subject to any such directions, not release, factor, sell at discount, charge, assign or otherwise deal with such debts, licence fees, royalties or other monies otherwise than by getting in and paying the same into such account;
- 5.1.7 subject to the rights of any prior mortgagee, deposit with the Bank all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies;
- 5.1.8 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing; and

5.1.9 provide the Bank with all financial and other information regarding assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Bank may from time to time require.

5.2 If the Company fails to perform any of its obligations under clause 5.1 the Bank may take such steps as it considers appropriate to procure the performance of such obligation and shall not as a result be deemed to be a mortgagee in possession and the moneys expended by the Bank shall be reimbursed by the Company on demand and, until so reimbursed, shall carry interest from the date of payment to the date of reimbursement.

6. Enforcement

6.1 This Debenture shall become enforceable immediately upon the Bank making demand for the payment or discharge of any of the Secured Liabilities.

6.2 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply and the statutory power of sale and all other powers under the LPA or any other statutory powers as varied or extended by this Debenture shall be exercisable at any time after this Debenture has become enforceable under clause 6.1.

6.3 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

7. Appointment of Administrator

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (the "Insolvency Act") applies to the floating charge created under this Debenture. Accordingly, at any time after the Bank becomes entitled to exercise the powers referred to in clause 6.2, the Bank may appoint an administrator of the Company under the Insolvency Act.

8. Receiver

8.1 At any time after this Debenture has become enforceable or, if the Company so requests in writing, the Bank may without further notice to the Company appoint by writing under hand or deed any one or more persons either singly jointly severally or jointly and severally to be a receiver or receiver and manager (a "Receiver") in respect of the property and assets charged by this Debenture or any part thereof and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

- 8.2 Any Receiver shall be the agent of the Company which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 8.3 Any Receiver shall subject to any restrictions expressed in the instrument appointing him have all the powers conferred by statute and in addition but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
- 8.3.1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - 8.3.2 carry on or concur in carrying on the business of the Company and to raise money from the Bank or others on the security of any property charged by this Debenture;
 - 8.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - 8.3.4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
 - 8.3.5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
 - 8.3.6 make any arrangement or compromise between the Company and any other person which he may think expedient;
 - 8.3.7 make and effect all repairs improvement and insurances;
 - 8.3.8 purchase materials, tools, equipment, goods or supplies;
 - 8.3.9 call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
 - 8.3.10 employ, engage and appoint managers and other employees and professional advisers;
 - 8.3.11 exercise all the powers conferred on administrative receivers by the Insolvency Act (even though he is not an administrative receiver); and

8.3.12 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

9. Application of Proceeds

9.1 Any moneys received by the Bank or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Bank to recover any shortfall from the Company:

9.1.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;

9.1.2 in the payment of the Receiver's remuneration;

9.1.3 in or towards the satisfaction of the Secured Liabilities in such order as the Bank in its absolute discretion thinks fit;

9.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

9.2 All moneys received recovered or realised by the Bank under this Debenture may be credited at the discretion of the Bank to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit pending its application from time to time in or towards the discharge of any of the Secured Liabilities.

10. Protection of Third Parties

No person dealing with a Receiver or the Bank shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Bank. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with a Receiver or the Bank.

11. Entry into Possession

If the Bank or any Receiver shall enter into possession of the property charged by this Debenture or any part of such property it or he may from time to time and at any time go out of such possession. Neither the Bank nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged by this Debenture or from any act, default or omission in relation thereto.

12. Power of Attorney

12.1 The Company irrevocably appoints the Bank any Receiver and any person nominated by the Bank jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign any documents and carry out any action which the Bank or any Receiver may require or deem proper for any of the purposes of or which the Company ought to do under this Debenture.

12.2 The Company agrees to ratify and confirm anything such attorney shall lawfully and properly do.

13. Currency Indemnity

For the purpose of or pending the discharge of any of the Secured Liabilities the Bank may convert any moneys received recovered or realised by the Bank under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. As a separate and independent obligation the Company agrees to indemnify and hold harmless the Bank against any shortfall between any amount received or recovered by it in respect of any payment due under this Debenture and converted in accordance with the clause into the currency in which such amount was payable and the amount in such currency which was due and payable to the Bank under this Debenture.

14. **New Accounts**

If the Bank shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property charged by this Debenture then the Bank may open a new account or accounts for the Company and, if the Bank does not do so, then the Bank shall be treated as if it had in fact done so at the time when it received or was deemed to receive notice and as from that time all payments made by the Company to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Bank received or was deemed to have received such notice.

15. **Further Assurance**

The Company shall at its own cost whenever requested by the Bank immediately execute and sign all documents and carry out any action which the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the Secured Liabilities or to facilitate the realisation of the property and assets charged by this Debenture or the exercise of any rights vested in the Bank or any Receiver.

16. **Set-off**

The Bank may at any time after this Debenture has become enforceable and without notice to the Company combine or consolidate all or any of the Company's then existing accounts with and liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Bank on any other account or in any other respects. The Bank shall notify the Company that such a transfer has been made.

17. **Costs and Expenses**

The Company shall on demand by the Bank and on a full indemnity basis pay to the Bank the amount of all costs and expenses (including legal costs) together with Value Added Tax which the Bank incurs under or in connection with this Debenture including in particular but without limitation all costs and expenses incurred in connection with the preservation or enforcement of the Bank's rights under this Debenture.

18. **Indemnity**

The Bank and every Receiver attorney or other person appointed by the Bank under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property and assets charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers granted to them under this Debenture and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Bank and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Debenture.

19. Assignment

- 19.1 This Debenture is assignable or transferable by the Bank.
- 19.2 The Company may not transfer any of its obligations under this Debenture.
- 19.3 The Bank may disclose to any person connected with the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Debenture any information about the Company or any party connected or associated with it.

20. Miscellaneous

- 20.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Debenture of that or any other right or remedy.
- 20.2 The Bank's rights under this Debenture are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 20.3 Any waiver by the Bank of any terms of this Debenture or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 20.4 If at any time any one or more of the provisions of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this

Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

- 20.5 Where any provision of this Debenture provides for the payment of interest interest shall be calculated at the rate applicable to the Secured Liabilities (or, if there is more than one such rate, at the higher(est) of such rates) or, in the absence of any such rate, at 3% per annum above the Bank's base rate from time to time in force.
- 20.6 References to statutes, statutory provisions and other legislations shall include all amendments, substitutions, modifications and re-enactments for the time being in force.
- 20.7 Clause headings are for reference only and are not to affect the interpretation of this Debenture.

21. Communications

- 21.1 Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Company personally or by post and either by delivering it to the Company or any officer of the Company at any place or by despatching it addressed to the Company at the address stated in this document (or such other address as may from time to time be notified by the Company to the Bank for this purpose) or the Company's current registered office or the place of business or address last known to the Bank.
- 21.2 Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.
- 21.3 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered.

22. Law and Jurisdiction

- 22.1 This Debenture is governed by and shall be construed in accordance with the laws of England and Wales.
- 22.2 The Company irrevocably agrees for the exclusive benefit of the Bank that the courts of England and Wales shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any dispute, which may arise out of or in

connection with the Debenture and for such purposes irrevocably submits to the jurisdiction of such courts.

23. Land Registry

The Company applies to the District Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Debenture that:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charged dated _____ in favour of Julian Hodge Bank Limited referred to in the charges register.”

THIS DEBENTURE has been executed as a deed on the date stated at the beginning of this document.

SCHEDULE

EXECUTED as a Deed
by **DAUSON ENVIRONMENTAL GROUP LIMITED**
acting by:

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

Executed as a deed by

)
)
)

as attorney for **JULIAN HODGE
BANK LIMITED**
in the presence of:

Witness signature:

Witness name:

Witness address:

.....
JULIAN HODGE BANK LIMITED

Executed as a deed by

)
)
)

as attorney for **JULIAN HODGE
BANK LIMITED**
in the presence of:

Witness signature:

Witness name:

Witness address:


.....
JULIAN HODGE BANK LIMITED


EXECUTED as a Deed
by **DAUSON ENVIRONMENTAL GROUP LIMITED**
acting by:

Director

Director/Secretary

Executed as a deed by


as attorney for **JULIAN HODGE
BANK LIMITED**
in the presence of:


Witness signature: 


Witness name: 

Witness address: Hodge Bank
One Central Square
Cardiff
CF10 1FS

JULIAN HODGE BANK LIMITED

Executed as a deed by


as attorney for **JULIAN HODGE
BANK LIMITED**
in the presence of:

Witness signature: 

Witness name: 

Witness address: Hodge Bank
One Central Square
Cardiff
CF10 1FS

JULIAN HODGE BANK LIMITED