



Registration of a Charge

Company Name: **H. DAYS HOLDINGS LIMITED**

Company Number: **07881184**



XBVDS6OR

Received for filing in Electronic Format on the: **17/01/2023**

Details of Charge

Date of creation: **13/01/2023**

Charge code: **0788 1184 0012**

Persons entitled: **SANTANDER UK 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: **FOOT ANSTEY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7881184

Charge code: 0788 1184 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2023 and created by H. DAYS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2023 .

Given at Companies House, Cardiff on 18th 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**

THIS MORTGAGE is made by way of deed on the 13th day of January 2023

BETWEEN:

- (1) **H. DAYS HOLDINGS LIMITED** (company number 07881184) whose registered office is at Happy Days Nurseries Head Office, Chapel Town, Summercourt, Newquay, Cornwall, TR8 5YA (hereinafter called "the Mortgagor"); and
- (2) **SANTANDER UK plc** (company number 02294747) whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside L30 4GB (hereinafter called "the Bank" which expression shall include its successors in title and assigns).

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Mortgage:

- (a) "Secured Liabilities" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Mortgagor to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Mortgagor's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Bank and including those arising from the Bank perfecting or enforcing (or attempting to enforce) this Mortgage or any other security (and its rights thereunder) held by the Bank from time to time

1.2 Interpretation

- (a) Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa
- (b) If the Mortgagor consists of more than one person the expression "the Mortgagor" shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several
- (c) Clause headings are inserted for convenience only and shall not affect the interpretation of this Mortgage
- (d) References to any statute include any statutory modification or re-enactment thereof for the time being in force and any rule, directive, subordinate legislation or order made under it

2 ASSIGNMENT

THE Mortgagor with full title guarantee hereby assigns to the Bank ALL THAT the policy of assurance described in the Schedule hereto (hereinafter called "the Scheduled Policy") and all monies (including bonuses and additions) benefits and advantages that may become payable from time to time thereunder or under any substituted policy or policies or any new policy effected under clause 5.4 hereof and the benefit of all options and rights devolving upon the Mortgagor arising from any such policy or policies (which policy or policies together

with the Scheduled Policy are hereinafter called "the Policies") and all the right, title and interest whatsoever of the Mortgagor therein TO HOLD unto the Bank absolutely by way of continuing security to the Bank (subject only to the proviso for redemption contained in clause 3 below) for the payment or discharge by the Mortgagor on demand to the Bank of the Secured Liabilities when the same become due for payment.

3 REDEMPTION

If the Secured Liabilities shall be duly paid or discharged, the Bank at any time subsequently at the request and cost of the Mortgagor will reassign the Policies to the Mortgagor or otherwise discharge the security created by this Mortgage.

4 NOTICE OF ASSIGNMENT

4.1 The Mortgagor shall on the date of this Mortgage give notice in a form satisfactory to the Bank to the insurer that the Mortgagor has created an assignment over the Policies.

4.2 The Mortgagor shall use reasonable endeavours to procure that the insurer acknowledges the notice within 5 Business Days of that notice being given.

5 MORTGAGOR'S COVENANTS

The Mortgagor hereby covenants with the Bank and it is agreed and declared as follows:

5.1 that the Mortgagor has made full disclosure of all relevant facts in respect of the application for the Policies and for their confirmation and that the Policies are valid and subsisting

5.2 that the Mortgagor will punctually pay all premiums and monies necessary for keeping on foot the Policies and upon demand will deliver to the Bank the receipts for all such premiums and monies

5.3 that the Scheduled Policy is valid and subsisting and that he will not do any act or commit any default whereby the Policies or any of them may become void or voidable or an increased premium thereon becomes payable or whereby the Bank may be hindered from receiving any money thereby assured

5.4 that in case any of the Policies shall by any means become void or voidable the Mortgagor shall forthwith at his own cost do all such things as may be necessary if any of the Policies shall become voidable for restoring the same or if any of the Policies shall become void for effecting or for enabling the Bank to effect a new policy or new policies on the life of or lives assured under the void policy for the sum or sums which would have been payable under the void policy (whether the sum assured or the surrender value) in an insurance company approved by the Bank

5.5 that the Mortgagor will not so long as this security remains in full force and effect take any mortgage, pledge charge or other security in respect of his liability under this Mortgage without the prior written consent of the Bank

6 DEFAULT PROVISIONS

In case of default by the Mortgagor in the performance of any of his covenants and obligations in relation to any of the Policies, it shall be lawful for but not obligatory upon the Bank to do whatever may be necessary to make good such default and any expenses and costs incurred by the Bank in that behalf shall be deemed to be properly paid and/or discharged by the Bank

7 POWERS OF THE BANK

Section 103 of the Law of Property Act 1925 shall not apply to this security and at any time after the execution of this security the Bank may at its discretion without the consent or

concurrence of the Mortgagor (but after giving not less than 28 days prior written notice) surrender any of the Policies to the company or society liable thereon or exchange any of the Policies for a paid-up policy or exercise the statutory power of sale PROVIDED THAT the Bank shall not exercise any such powers until payment or discharge of the Secured Liabilities has been demanded but this proviso shall not affect any person dealing with the Bank or put him upon inquiry whether such demand has been made

8 RECEIPTS

The receipt of any officer or employee of the Bank authorised to act in that behalf for any monies which may be or become payable or for any policy which may be or become deliverable for or in respect of or in exchange for any of the Policies (whether on a sale or surrender or otherwise) shall be a valid discharge to the person paying or delivering the same therefrom and such person shall not be concerned to see to the application or be answerable for the misapplication thereof and such person shall not be bound or concerned to see or enquire whether at the time of such payment or delivery any monies remain owing upon this security

9 CONSOLIDATION

The restriction contained in section 93 of the Law of Property Act 1925 on the right of consolidating mortgage securities shall not apply to this security and nothing contained in this security shall operate so as to merge or prejudice or affect any guarantee, mortgage or other security which for the time being the Bank may have for any money due by the Mortgagor to the Bank or any right or remedy of the Bank under such guarantee, mortgage or other security

10 BANK'S POWER TO OPEN NEW ACCOUNT

If the Mortgagor shall create in respect of any of the Policies any subsequent mortgage, lien or charge of which the Bank receives notice (actual or constructive), the Bank may on receiving such notice forthwith open a new account or accounts with the Mortgagor and if the Bank does not in fact open such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was affected by such notice and as from that time all payments made by the Mortgagor to the Bank by or for the account of the Mortgagor shall be credited or be treated as having been credited to the new account or accounts and such payments shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received or was affected by the notice

11 CHANGE IN CONSTITUTION OF MORTGAGOR

If the Mortgagor is a partnership or a firm or a company or the Mortgagor's liability secured under this Mortgage shall be a joint liability with any other person, firm or company, this security shall remain in full force and effect notwithstanding any change in the constitution or membership of such partnership, firm, company or person

12 CHANGE IN CONSTITUTION OF THE BANK

The provisions of this Mortgage shall remain valid and binding for all purposes upon the Mortgagor notwithstanding (a) any amalgamation or merger that may be effected by the Bank with any other company or companies (b) any reconstruction or reorganisation by the Bank involving the formation and transfer of the whole or any of its undertaking and assets to a new company and (c) the sale or transfer of all or any part of the Bank's undertaking and assets to another company (such company, new company or other company being referred to as a "Relevant Company") and whether or not the Relevant Company shall differ from the Bank in its objects, character or constitution and all rights conferred upon the Bank hereunder may be assigned to and enforced by the Relevant Company and proceeded on in the same manner to all intents and purposes as if such Relevant Company had been named in this Mortgage instead of or in addition to the Bank

13 COSTS

All costs, charges and expenses incurred hereunder by the Bank and all other monies paid by the Bank in perfecting or otherwise in connection with this security (whether or not occasioned by any act, neglect or default of the Mortgagor) will be payable on demand on the basis of a full indemnity and will carry interest (both before and after judgement and the right to such interest shall not merge in any judgement) calculated and compounded on the full amount owing up to the date of payment according to the usual manner of the Bank

14 CERTIFICATES AND DETERMINATION

Any certification or determination by the Bank as to the amount of the Secured Liabilities or any rate or other amount is, in the absence of manifest error, conclusive evidence of the matter to which it relates and shall be binding on the Mortgagor

15 BANK'S RIGHTS, ETC, CUMULATIVE, WAIVERS AND INDULGENCE

- 15.1 No delay or omission on the part of the Bank in exercising any right, power, privilege or remedy under this Mortgage shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy
- 15.2 The Bank's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as the Bank deems expedient
- 15.3 Any waiver by the Bank of any terms of this Mortgage 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
- 15.4 The Bank may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Liabilities or any other security or guarantee for the Secured Liabilities without derogating from the Mortgagor's liabilities or the Bank's rights under this Mortgage

16 SEVERABILITY

If a provision of this Mortgage is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Mortgage

17 GOVERNING LAW AND JURISDICTION

This Mortgage shall be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English courts

18 DEMANDS

- 18.1 Any notice, demand or other communication under or in connection with this Mortgage shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or facsimile transmission (where given by the Bank) to the address of the Mortgagor last known to the Bank or as notified by the Mortgagor to the Bank in writing for such purpose and (where given by the Mortgagor) to the address of the Bank which appears on page 2 of this Mortgage or to such address as the Bank may notify in writing for such purpose to the Mortgagor
- 18.2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission and received by the other party but provided that it is legible and complete)

19 REGULATED CONSUMER CREDIT AGREEMENTS

This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Mortgagor and the Bank.


<u>SCHEDULE</u>	
Insurers with whom the Policy is effected :	AEGON
Life/Lives	: Ian Mark Sanders
Number of Policy	: L0193672944
Sum assured, Add "with profits" if applicable	: £ 250,000

IN WITNESS whereof this Mortgage has been duly executed and unconditionally delivered as a deed by the Mortgagor on the date first above written and has been signed on behalf of the Bank on that date

EXECUTED AND DELIVERED AS A DEED

By **H. Days Holdings Limited**

acting by a director

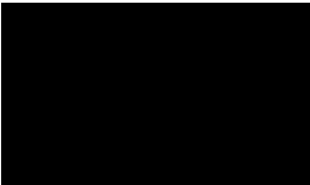
..... Director

Company Number : 07881184

.....
Signature of Witness
Emma Sanders

.....
Name
Ms Emma Sanders

.....
Address



Board Approval

I hereby certify that the execution of this Legal Charge was approved by a resolution of the Board of Directors of the Mortgagor properly passed on 25 July 2022

Signed  (Secretary / Director)

Signed (Secretary / Director)

Signed for an on behalf of the Bank by 
Bob willis

A person authorised to act of that purpose

RE-ASSIGNMENT OF POLICIES

Santander UK plc hereby re-assigns to the Mortgagor all policies assigned by the within written deed, freed and discharged from all obligations thereunder.

In witness whereof the signatures of two authorised officials are appended by authority of the Board of Directors.

Dated this day of 2023

..... Name

AUTHORISED OFFICIAL

Status

..... Name

AUTHORISED OFFICIAL

Status

By authority of the Board of Directors

This document should be retained with the Scheduled Policy. It forms part of the title to the Scheduled Policy and will be required in the event of future dealings with the Scheduled Policy and when the Scheduled Policy is the subject of a claim or matures.