



Registration of a Charge

Company name: **BEVERLEY FUNERALS LIMITED**

Company number: **08292082**



X5F2T3FF

Received for Electronic Filing: **08/09/2016**

Details of Charge

Date of creation: **08/09/2016**

Charge code: **0829 2082 0014**

Persons entitled: **AIB GROUP (UK) P.L.C.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **THERESA CONNELLY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8292082

Charge code: 0829 2082 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by BEVERLEY FUNERALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2016 .

Given at Companies House, Cardiff on 9th September 2016

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 8th September 2016

Beverley Funerals Limited

and

AIB Group (UK) p.l.c.

ASSIGNMENT OF LIFE POLICY

This is an important legal document.

We recommend that before signing it you should obtain independent legal advice.

THIS ASSIGNMENT made the 8th day of September 2016

BETWEEN

(1) Beverley Funerals Limited whose registered office is situated at Suite C Annie Reed Court, Annie Reed Road, Beverley, North Humberside, England HU17 0LF

("the Assignor"); and

(2) AIB Group (UK) p.l.c. whose registered office is situated at 92 Ann Street, Belfast, BT1 3HH ("the Bank").

WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed (except to the extent that the context requires otherwise):

"Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Bank and the Assignor;

"LPA" means the Law of Property Act 1925;

"Policy" means the policy or policies of assurance described in the Schedule and any policy or policies for the time being substituted therefor under the terms of this Deed;

"Secured Obligations" means:

- (a) all sums of money which have been or are now or may hereafter from time to time be advanced to the Assignor by the Bank;
- (b) all other indebtedness whatsoever of the Assignor to the Bank present, future, actual and/or contingent and whether incurred solely, severally, jointly and whether as principal or surety;
- (c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid or incurred directly or indirectly by the Bank in relation to the realisation, enforcement, protection or perfection of the security constituted by this Deed or any other security held by the Bank in connection with any advance to or other facilities offered to the Assignor including (without limitation) all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the security constituted by this Deed and the recovery of the liabilities secured by it; and

- (d) all interest commissions and charges relating to such moneys, advances, indebtedness, liabilities, costs and expenses until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgement) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest;

"Specified Rate of Interest" means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time.

1.2 In this Deed (unless otherwise provided):

- (a) references to Clauses and the Schedule are to be construed as references to the Clauses of, and the Schedule to, this Deed;
- (b) references to this Deed (or to any specified provision of this Deed) or any other document shall be construed as references to this Deed, that provision or that document as amended, varied, novated or supplemented from time to time;
- (c) headings are for ease of reference only;
- (d) words importing the singular shall include the plural and vice versa;
- (e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of person or any state or any agency thereof; and
- (f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. **COVENANT TO PAY**

2.1 The Assignor covenants with the bank that it will on demand by the Bank pay to the Bank the Secured Obligations.

2.2 A certificate signed by an officer of the Bank as to the amount of the Secured Obligations for all purposes (in the absence of manifest error) shall be conclusive evidence against and binding on the Assignor.

3. ASSIGNMENT

3.1 The Assignor as a continuing security assigns absolutely to the Bank the Policy with full title guarantee the full benefit of the policy and all moneys, bonuses, profits, additions and bonuses thereunder already accrued or which may accrue in the future and which may become payable thereunder as continuing security to the Bank for the payment or discharge by the Assignor on demand by the Bank of the Secured Obligations.

3.2 If the Secured Obligations shall be duly paid or discharged the Bank at the request and cost of the Assignor shall reassign the Policy to the Assignor or as the Assignor shall direct.

4. REPRESENTATIONS WARRANTIES AND COVENANTS BY THE ASSIGNOR

4.1 The Assignor represents and warrants to the Bank and undertakes that:

(a) the Policy is valid and in force free of any charge or encumbrance of any kind and all payments due under the Policy have been paid and nothing has been or shall be done, permitted or suffered whereby the Bank may be prevented from receiving all or any of the moneys payable under the Policy;

(b) if the Policy shall become voidable or void the Assignor will forthwith at its own cost do all such things as may be necessary:

(i) for restoring the same; or

(ii) for effecting or enabling the Bank to effect a new policy or policies in the name of the Bank for the sum or sums which would have been payable under the void policy (whether the sum assured or the surrender value) with an insurance company approved by the Bank; and

(c) the Assignor will punctually pay all premiums and any other sum of money payable in order to keep the Policy and any new or substituted policy as aforesaid on foot and will deliver to the Bank the receipts for all such payments within seven days after the same shall have become due.

4.2 If the Assignor shall fail to satisfy the Bank that the Assignor has performed any of the Assignor's obligations under Clause 3.1 then the Bank may take such steps as it considers appropriate to procure the performance of such obligations and any moneys expended by the Bank shall be reimbursed by the Assignor on demand, and until so reimbursed shall carry interest from the date of payment by the Bank to the date of reimbursement by the Assignor at the Agreed Rate of Interest or the Specified Rate of Interest (whichever is the higher). The

Bank shall not be deemed to be a mortgagee in possession by reason of the exercise of its rights pursuant to this Clause 3.2.

5. ENFORCEMENT

5.1 Sections 93 and 103 of the LPA shall not apply to this Deed. The security created by this Deed shall become enforceable immediately and the powers conferred by Section 101 of the LPA and this Deed shall become exercisable immediately at any time after notice by the Bank demanding payment of any sums hereby secured shall have been served by the Bank on the Assignor with a copy of such demand served on the Assignor.

5.2 At any time after the Bank shall have demanded payment of any money hereby secured the Bank may forthwith without further demand or notice at its discretion surrender any policy for the time being subject to this security to the company or society liable thereon or exchange any such policy for a paid-up policy.

6. PROTECTION OF INSURANCE COMPANY

6.1 The Bank's receipt for any money becoming payable by virtue of the Policy shall be an effective discharge for the same to the insurance or assurance institution, company or society paying the same, which shall not be concerned to enquire whether at the time of such payment any money is due under this Deed.

6.2 No person dealing with the Bank shall be concerned to enquire whether any powers which it is purporting to exercise have become exercisable or whether any money is due under this Deed or as to the propriety or regularity of any sale by or other dealing with the Bank.

7. TERMINATION

This Deed shall remain in force as a continuing security notwithstanding any disability or death of the Assignor until terminated by not less than six months' notice in writing from the Assignor to the Bank. Notwithstanding such termination this Deed shall continue to secure all the liabilities of the Assignor outstanding (whether or not due and payable) at the date of the expiration of the notice.

8. FURTHER ASSURANCE

The Assignor shall whenever requested by the Bank immediately execute and sign all such deeds and documents and do all such things as the Bank may require in respect of the Policy for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the moneys, obligations and liabilities secured by this Deed.

8. REMEDIES, WAIVERS AND CONSENTS

8.1 No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial

exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

- 8.2 Any waiver and any consent by the Bank under this Deed must be in writing and may be given subject to any conditions thought fit by the Bank. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9. ARRANGEMENTS WITH ASSIGNOR ETC.

- 9.1 The Bank may without any notice to or consent from the Assignor and without affecting the Assignor's liability under or the validity of this Deed renew, vary or determine any facility made available to or accommodation given to the Assignor, hold over, renew, modify or release any security or guarantee now or hereafter held from the Assignor or any other person including any person comprised in the Assignor in respect of the Secured Obligations and grant time or indulgence to or compound with the Assignor or any such person.

- 9.2 This Deed shall apply to all the Secured Obligations and until the Secured Obligations have been discharged in full the Assignor shall not be entitled to share in any security held or money received by the Bank on account of the Secured Obligations or to stand in the place of the Bank in respect of any security or money nor until such sums have been discharged in full shall the Assignor take any step to enforce any right or claim against the Assignor in respect of any moneys recovered by the Bank under this Deed or have or exercise any of the rights of a surety in competition with the Bank.

- 9.3 This Deed shall not be discharged nor shall the Assignor's liability be affected by reason of any failure of or irregularity, defect or informality in any security given by or on behalf of the Assignor in respect of the Secured Obligations nor by any legal limitation, disability, incapacity or want of any borrowing powers of the Assignor or want of authority of any director, manager, official or other person appearing to be acting for the Assignor in any matter in respect of the Secured Obligations and as between the Assignor and the Bank this Deed is to be deemed to be a primary security and the assets charged hereby are to be deemed to stand charged with the Secured Obligations as if they were primarily due from the Assignor.

- 9.4 The Bank may apply any moneys paid to or received, recovered or realised by it (whether or not as a result of the exercise of its rights under this Deed) as it deems appropriate and in particular may place such moneys to the credit of a realised security account for as long as it thinks fit without any obligation to apply the same or any part thereof or any interest from time to time accrued thereon in or towards the discharge of the Secured Obligations. In any bankruptcy, liquidation, composition or arrangement the Bank may prove for the balance of the liabilities outstanding of the Assignor and agree to accept any dividend or composition

without taking account of moneys held on any realised security account whether under this Deed or otherwise.

10. PAYMENTS

10.1 All sums due and payable by the Assignor under this Deed shall be made in full without any set-off or counterclaim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes. If:

- (a) the Assignor is required by any law to make any deduction or withholding from any sum payable by the Assignor to the Bank hereunder; or
- (b) the Bank is required by law to make any payment on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Bank hereunder then the sum payable by the Assignor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction, withholding or payment, the Bank receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.

10.2 The Assignor shall have no rights in respect of the application by the Bank of any sums received, recovered or realised by the Bank under this Deed.

11. SERVICE OF DEMANDS, NOTICE, ETC.

A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Assignor either by hand or post or facsimile. A demand or notice by post may be addressed to the Assignor (or the personal or other legal representatives of the Assignor) at the Assignor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Assignor known to the Bank shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

12. NO MERGER, ETC.

The security constituted by this Deed shall be in addition to and shall not be prejudiced, determined or affected nor operate so as in any way to determine, prejudice or affect any other security which the Bank may now or at any time hereafter hold for or in respect of all or any part of the Secured Obligations nor shall any prior security held by the Bank over the

Policy merge in the security constituted by this Deed which will remain in full force and effect notwithstanding any intermediate settlement of account as a continuing security until discharged by the Bank.

13. JOINT AND SEVERAL OBLIGATIONS

If the expression "Assignor" includes two or more parties then the expression shall be construed as referring to all or any one or more of them and their obligations shall be joint and several.

14. ASSIGNMENT

The Bank shall have the right to assign the whole or any part of the benefit to them respectively of this Deed and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Deed in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Assignor to any such assignee or other successor of any participant or proposed assignee, successor or participant.

15. MERGER/RECONSTRUCTION

This Deed shall remain in effect and binding on the Assignor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company.

16. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts.

17. PROVISIONS SEVERABLE

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

THE SCHEDULE

OFFICE	LIFE ASSURED	DATE OF POLICY	POLICY NUMBER	AMOUNT ASSURED
Aegon	Simon John Barrick	26/04/2016	L0192988983	£500,000

IN WITNESS WHEREOF the Assignor has executed and delivered this Deed as a deed the day and year first above written

Signed as a deed by the said }
~~_____~~

in the presence of:- }
~~_____~~

~~Name:~~


~~Witness:~~

~~Address:~~


~~Occupation:~~

Executed as a Deed by)
Beverley Funerals Limited)
acting by:)

Signature

X  Director
Name:

Signature

X  Director/Secretary
Name: