



**Registration of a Charge**

Company Name: **DICE FM LTD**

Company Number: **08905651**



XC2VF0CO

Received for filing in Electronic Format on the: **05/05/2023**

**Details of Charge**

Date of creation: **05/05/2023**

Charge code: **0890 5651 0006**

Persons entitled: **SILICON VALLEY BANK UK LIMITED**

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: **SILICON VALLEY BANK UK LIMITED**



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

Company number: 8905651

Charge code: 0890 5651 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2023 and created by DICE FM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2023 .

Given at Companies House, Cardiff on 9th May 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**

## Charge Over Bank Accounts Form (UK Registered Clients)

This agreement, which is executed as a deed, creates a security interest in favour of Silicon Valley Bank UK Limited ("SVB") over the specified accounts held by you at Silicon Valley Bank UK to secure your current and future obligations to SVB. Please indicate below the products and services supplied by SVB (note that any products and services not listed here or any that are provided in the future will also be "Secured Obligations" as defined below) and insert the account number(s) of the account(s) to be charged to SVB. Please then sign this deed in accordance with the signing instructions.

### Products or Services Supplied to You by SVB

☐ Letters of Credit ☐ Merchant Services ☒ Business Charge Card ☐ BACS ☐ FX Services

Business name:   
(the "Business" or "you")

Date:   
(Day Month Year)

Account number of accounts to be charged: 1.  2.  3.   
(the "Charged Account(s)")

You request the provision of the services identified above (the "Bank Services") through SVB pursuant to letter of credit applications, cash management services agreements or other bank or financial services agreements executed from time to time by you. To induce SVB to provide such Bank Services, you agree to enter into this Deed.

### 1. Definition and interpretation

#### IN THIS DEED:

1.1 **"Deposit"** means all deposits now and in the future credited to the Charged Account(s) with SVB and any deposit or account of any other currency, description or designation which derives in whole or in part from such deposits or Charged Account(s) and the debts represented by each such deposit;

**"Expenses"** means all expenses (on a full indemnity basis) incurred by SVB at any time in connection with the Deposit or the Secured Obligations or in taking or perfecting this Deed or in preserving defending or enforcing the security created by this Deed or in exercising any power under this Deed or otherwise, with interest from the date they are incurred;

**"Interest"** means interest at the rate(s) notified and charged to you by SVB from time to time;

**"Required Currency"** means the currency or currencies in which the Secured Obligation are expressed from time to time; and **"Secured Obligations"** means all your present and future obligations and liabilities to SVB of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any other nature) together with SVB's charges and commission, Interest and Expenses.

1.2 Unless the context otherwise requires, any reference in this Deed to:

- the "SVB", "you" or the "Business" includes your and our respective successors in title and assigns;
- a "Clause" or "Schedule" is a reference to a clause of or schedule to this Deed;
- this "Deed" or any other agreement or document is a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemental or novated;
- the **"Deposit"** includes all interest accrued or accruing in the future on it;
- a **"person"** includes any individual, firm, company,



## Charge Over Bank Accounts Form (UK Registered Clients)

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your registered name in your jurisdiction of incorporation or any other name, registered at the UK Companies Registry as an overseas company under Part 2 of the Overseas Companies Regulations 2008 (SI 2008/1801).

- 7.7 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

### 8. Notices

- 8.1 Any notice or demand by SVB may be sent by post, fax, electronic mail or other electronic means (including any attachment) or delivered to you at your address, fax number or electronic address (as appropriate) last known to SVB or may also be served personally on any of your directors.
- 8.2 Any notice or demand by you may be sent by post, fax, electronic mail, or other electronic means (including any attachment) or delivered to SVB at:  
Alphabeta  
14-18 Finsbury Square  
London  
EC2A 1BR  
UK  
Fax: +44 (0)20 7600 9556  
Attention: Manager, Deposit and Loan Operations UK.
- 8.3 Notice or demand by post shall be deemed served on the day after posting or if delivered personally shall be deemed served on the day of delivery.
- 8.4 Notice or demand by fax or by electronic mail or other electronic means shall be deemed served at the time of sending.

### 9. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED** as a deed and delivered on the date stated at the beginning of this document.



## Charge Over Bank Accounts Form (UK Registered Clients)

SVB REQUIRES THAT AT LEAST ONE DIRECTOR/MEMBER/PARTNER/TRUSTEE OF THE BUSINESS SIGNS BELOW. IN THE ABSENCE OF A SIGNATURE FROM A SECOND DIRECTOR/MEMBER/PARTNER THE SIGNATURE OF THE DIRECTOR/MEMBER/PARTNER/TRUSTEE MUST BE WITNESSED.

1. Signature:

Designated by:  
B2Bc41b01A284C7

Date:

05/05/2023

Day/Month/Year

Full name:

Philip Hutcheon

Position held:



Director



Member



Partner



Trustee

2. Signature:

Designated by:  
3A9E4ED6F48D...

Date:

05/05/2023

Day/Month/Year

Full name:

Jack Whibbicks

Position held:



Director



Member



Partner



Trustee



Witness

Address if signing  
as witness:

City/Town:

Country:

Postcode:

### Data Protection Notice

Where you provide us with personal information relating to you or another individual, we will hold and use that information in accordance with our Privacy Policy, which can be found at <https://www.svb.com/privacy-policy>. Where you submit personal information relating to another individual, you confirm that you have the authority to do so and will provide that individual with a copy of the Privacy Policy.

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

Designated by:  
Alexandra Cameron  
F118D4A3DC08421..

Alexandra Cameron

Solicitor

05/05/2023

Silicon Valley Bank UK Limited is registered in England and Wales at Alphabeta, 14-15 Finsbury Square, London EC2A 4BB, UK (Company Number 12540582). Silicon Valley Bank UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 263343).

[www.svb.com/uk](https://www.svb.com/uk)

Silicon Valley Bank UK (FMR027\_04-23)

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