



Registration of a Charge

Company name: **HSBC UK BANK PLC**

Company number: **09928412**



X7EG3895

Received for Electronic Filing: **14/09/2018**

Details of Charge

Date of creation: **10/09/2018**

Charge code: **0992 8412 0006**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND**

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: **TRAVERS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9928412

Charge code: 0992 8412 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2018 and created by HSBC UK BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018 .

Given at Companies House, Cardiff on 18th September 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**

TRAVERS SMITH

10 Snow Hill London EC1A 2AL
+44 (0)20 7295 3000 | www.traverssmith.com

DATED 10 SEPTEMBER 2018

- (1) HSBC UK BANK PLC**
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF
ENGLAND AS THE SECURITY TRUSTEE**

DEED OF CHARGE (RELATING TO THE IMAGE CLEARING SYSTEM)

CONTENTS

Clause		Page
1.	INTERPRETATION	1
2.	COVENANT TO SETTLE	4
3.	CREATION OF SECURITY	5
4.	REPRESENTATIONS	5
5.	RESTRICTIONS ON DEALINGS	6
6.	WHEN SECURITY BECOMES ENFORCEABLE	7
7.	APPLICATION OF CREDIT BALANCE	7
8.	EFFECTIVENESS OF SECURITY	8
9.	EXPENSES AND INDEMNITY	8
10.	FURTHER ASSURANCES	9
11.	POWER OF ATTORNEY	9
12.	RELEASE	9
13.	CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999	9
14.	GOVERNING LAW	10
15.	COUNTERPARTS	10

THIS DEED is dated **10 SEPTEMBER** 2018

BETWEEN:

- (1) **HSBC UK BANK PLC**, whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ and whose registered number is 09928412 (the "**Chargor**"); and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND** of Threadneedle Street, London EC2R 8AH (the "**Security Trustee**") as security trustee for itself and the Beneficiaries.

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the settlement arrangements that support the Image Clearing System (the **ICS**), the system for the clearing and settlement of cheques and other instruments by way of electronic presentment, which is operated by Cheque and Credit Clearing Company Limited.
- (B) Pursuant to the Scheme (as defined below), the day-to-day retail and SME business banking in the United Kingdom of the HSBC Group was effectively transferred from HSBC Bank PLC to the Chargor.
- (C) The Chargor has also, pursuant to the Scheme, become a party to the Deed of Charge, ICS Settlement Framework Agreement and the ICS Interbank Settlement Agreement (each as defined below) in substitution for HSBC Bank PLC (in the last two cases as a settlement participant).
- (D) The Chargor has entered into this Deed, for the purpose of documenting its rights, obligations and liabilities hereunder, notwithstanding that the rights, obligations and liabilities of HSBC Bank PLC in relation to the Deed of Charge have been substituted to the Chargor pursuant to the Scheme.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a Party might only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Beneficiary means, for each Dedicated Liquidity Cycle Period in respect of which the Chargor has a present obligation to settle a Single Amount under Clause 2 (*Covenant to Settle*), each other settlement participant whose Single Amount as calculated by the ICS Operator under the Netting Account in respect of that Dedicated Liquidity Cycle Period is a positive number.

Credit Balance means all amounts from time to time standing to the credit of the ICS RCA.

Deed of Charge means the deed of charge in relation to the ICS dated 3rd October 2017 between HSBC Bank PLC and the Security Trustee.

Effective Date means the date of this Deed.

ICS Glossary is that part of the ICS Manual which is entitled, the "ICS Glossary".

ICS Manual is the document which is entitled, the "ICS Manual" as issued by the ICS Operator.

ICS Operator is Cheque and Credit Clearing Company Limited incorporated in England and Wales under number 1962903 whose registered office is at 2 Thomas More Square, London E1W 1YN.

ICS RCA is account number [REDACTED] denominated in sterling and maintained by the Bank of England (as SSP and as operator of the RTGS System) in the name of the Chorgor:

- (a) in which funds are credited and irrevocably appropriated for the purposes of the settlement of Relevant Payment Messages by the Chorgor; and
- (b) which is linked in the ICS Central System to the Specified Participant ID.

ICS RTGS Account is account number [REDACTED] denominated in sterling and maintained by the Bank of England (as SSP and as operator of the RTGS System) in the name of the Chorgor:

- (a) which the Bank of England has agreed may be used for the purpose of debiting or, as the case may be, crediting any Single Amount due from or to the Chorgor in respect of a Dedicated Liquidity Cycle Period; and
- (b) which is linked in the ICS Central System to the Specified Participant ID.

ICS Service Description is that part of the ICS Manual which is entitled, the "ICS Service Description".

ICS Interbank Settlement Agreement means the agreement dated 30 October 2017 made between Cheque and Credit Clearing Company Limited as the ICS Operator and each institution listed in schedule 1 therein as settlement participants. Settlement participants have to enter into the ICS Interbank Settlement Agreement in order to participate in the ICS.

ICS Settlement Framework Agreement means the agreement dated 30 October 2017 made between the Bank of England as bank, Cheque and Credit Clearing Company Limited as the ICS Operator and each institution listed in schedule 2 therein as settlement participants. Settlement participants have to enter into the ICS Settlement Framework Agreement in order to participate in the ICS.

Party means a party to this Deed.

RTGS Account Mandate Terms and Conditions means the terms and conditions on which the Bank of England (as Settlement Service Provider) offers the ICS RCA and ICS RTGS Account to the Chargor (as a settlement participant).

Scheme means the court-sanctioned ring-fencing transfer scheme under Part VII of the Financial Services and Markets Act 2000, pursuant to which the HSBC Group, which operates under the listed entity, HSBC Bank PLC, ring-fenced its day-to-day UK retail and SME banking services into a new ring-fenced bank: HSBC UK Bank PLC.

Secured Obligations means the obligations of the Chargor under Clause 2 (*Covenant to Settle*) and Clause 9 (*Expenses and Indemnity*).

Security Interest means any mortgage, pledge, lien, charge, assignment by way of security, retention of title and any other encumbrance or security interest whatsoever created or arising under relevant law, as well as any other agreement or arrangement having the effect of or performing the economic function of conferring security howsoever created or arising.

Security Period means the period:

- (a) beginning on the Effective Date; and
- (b) ending on the date when all Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

Single Amount, in respect of a Dedicated Liquidity Cycle Period, is the amount calculated by the ICS Operator under the Netting Account for each Participant ID of a settlement participant for that Dedicated Liquidity Cycle Period; and such amount may be either a negative number (representing a sum payable by a settlement participant) or a positive number (representing a sum payable to a settlement participant).

SSP means the Bank of England when acting in its capacity as provider of settlement services in relation to the ICS under separate contract with the ICS Operator.

Specified Participant ID relates to identification code [REDACTED] used in connection with the Chargor's participation as a settlement participant in the ICS.

1.2 Construction and effect

1.2.1 Terms used in this Deed, which are not defined in Clause 1.1, shall have the same meaning as given to them in the ICS Glossary.

1.2.2 In this Deed, unless the context otherwise requires, any reference to:

- (a) a **person** shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or

partnership (whether or not having separate legal personality) of two or more of the foregoing;

- (b) **this Deed** shall be construed as a reference to this Deed as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, this Deed;
- (c) any other agreement, instrument or document (including the ICS Manual or any part of the ICS Manual) shall be construed as a reference to such agreement, instrument or document (or such part) as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, such agreement, instrument or document (or such part);
- (d) numbered Clauses or paragraphs are to clauses or paragraphs of this Deed; and
- (e) **this Security** means any security created or purportedly created by this Deed.

1.2.3 For the purposes of this Deed:

- (a) the clause headings in this Deed are for ease of reference only and shall not affect its interpretation;
- (b) in construing its terms, general words whether or not introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- (c) words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

1.2.4 In the event of any material ambiguity, this Deed shall be interpreted in the manner most conducive to the establishment, promotion and maintenance of:

- (a) the ICS as an orderly payment system; and
- (b) high standards of integrity and fair dealing in accordance with best practice.

1.2.5 The provisions of this Deed (other than those contained in this Clause 1.2.5) shall have no effect until the Effective Date.

2. COVENANT TO SETTLE

- 2.1** The Chargor hereby covenants with the Security Trustee (for itself and as trustee for the Beneficiaries) that in respect of each Dedicated Liquidity Cycle Period it shall immediately settle any Single Amount which is payable by it, under its Specified Participant ID and upon the completion by the ICS Operator of the Netting Account for that Dedicated Liquidity Cycle Period.

3. CREATION OF SECURITY

3.1 General

3.1.1 This Security:

- (a) is created in favour of the Security Trustee;
- (b) is created over present and future assets of the Chargor (as described in Clause 3.2);
- (c) is security for the payment of the Secured Obligations; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- 3.1.2** The Security Trustee holds the benefit of this Security for itself and on trust for the Beneficiaries from time to time.

3.2 Charge

The Chargor hereby charges in favour of the Security Trustee (for itself and as trustee for the Beneficiaries), as security for the performance, payment and discharge of the Secured Obligations, by way of a first fixed charge all of the Chargor's right, title and interest in or in relation to the Credit Balance.

4. REPRESENTATIONS

4.1 Representations

The Chargor makes the following representations to the Security Trustee (for itself and as trustee for the Beneficiaries) on each ICS Business Day and on each other date while this Security remains in full force and effect as a continuing security for the Secured Obligations, by reference to the circumstances then prevailing.

4.1.1 Power and authority

The Chargor has the power to execute and deliver, and to perform its obligations under this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed and the transactions contemplated by this Deed.

4.1.2 Legal Validity

This Deed constitutes legal, valid and binding obligations enforceable in accordance with its terms and creates the security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

4.1.3 Authorisations

All authorisations required or advisable in connection with the entry into, performance, validity and enforceability of this Deed and the transactions contemplated by this Deed have been obtained or effected and are in full force and effect.

4.1.4 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not:

- (a) conflict with any law or regulation or judicial or official order; or
- (b) conflict with its constitutional documents; or
- (c) conflict with any document which is binding upon it or any of its assets.

4.1.5 Credit Balance

- (a) It is the sole beneficial owner of the Credit Balance and the entitlements and debts represented by such Credit Balance.
- (b) The Credit Balance and the entitlements and debts represented by such Credit Balance are free from:
 - (i) any Security Interest (other than any Security Interest created by the Chargor under this Deed); and
 - (ii) any interests or claims of third parties.

5. RESTRICTIONS ON DEALINGS

5.1 The Chargor may not:

- 5.1.1** create or permit to subsist any Security Interest over the ICS RCA or its right, title and interest in or in relation to the Credit Balance (other than any Security Interest created by the Chargor under this Deed), or otherwise assign, transfer or declare a trust over any such right, title or interest; or
- 5.1.2** during and in respect of any Dedicated Liquidity Cycle Period, pay, withdraw or transfer (or instruct the Security Trustee to pay, withdraw or transfer) all or any part of the Credit Balance until after the final settlement of all Relevant Payment Messages sent to the ICS Central System during that Dedicated Liquidity Cycle Period (including, where relevant, through the application under Clause 7.1.1 of all or any part of the Credit Balance to complete the Chargor's performance of any or all of its obligations under Clause 2 (*Covenant to Settle*)) and either:

- (a) the application under Clause 7.1.2 of all or any part of the Credit Balance in or towards the discharge of any or all costs and expenses payable by the Chargor to the Security Trustee under Clause 9 (*Expenses and Indemnity*); or
- (b) the determination by the Security Trustee either:
 - (i) that the Chargor has no present obligation to pay the Security Trustee under Clause 9 (*Expenses and Indemnity*); or
 - (ii) (under Clause 6.2) that it is neither necessary nor appropriate to apply all or any part of the Credit Balance in order to complete the Chargor's performance of any or all of its obligations under Clause 9 (*Expenses and Indemnity*);

except in the case of Clause 5.1.2 as may be expressly permitted or contemplated under the Drawdown Procedures.

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Enforceable

This Security shall, without prior notice to the Chargor, be immediately enforceable by the Security Trustee at any time (and from time to time) on or after:

- 6.1.1** the Chargor having a present obligation to settle under Clause 2 (*Covenant to Settle*); and/or
- 6.1.2** the Chargor having a present obligation to pay the Security Trustee under Clause 9 (*Expenses and Indemnity*).

6.2 Shortfall

If, at any time after this Security becomes enforceable, the funds held in the ICS RTGS Account are insufficient:

- 6.2.1** to complete the Chargor's performance of its obligation to settle under Clause 2 (*Covenant to Settle*); and
- 6.2.2** to discharge and pay in full any amounts payable by the Chargor under Clause 9 (*Expenses and Indemnity*),

then the Security Trustee shall apply the Credit Balance in accordance with Clause 7.1.

7. APPLICATION OF CREDIT BALANCE

- 7.1** After this Security has become enforceable and the Security Trustee identifies pursuant to Clause 6.2 that it is necessary to take the actions described in either or both of Clauses 7.1.1 and 7.1.2 below, the Security Trustee shall apply all or any part of the Credit Balance standing to the credit of the ICS RCA at the end of a Dedicated Liquidity Cycle Period in the following order of priority:

7.1.1 first, (except to the extent that, but for this Clause 7.1.1, completion of settlement of all Relevant Payment Messages would have been able to take place) in or towards payment or provision for those liabilities, costs and expenses payable by the Chargor to the Bank of England (whether as Security Trustee, Settlement Service Provider or otherwise) under or in connection with this Deed;

7.1.2 second, in or towards settlement of any Single Amount (or part of any Single Amount) receivable by (but unpaid to) a Beneficiary in respect of the Dedicated Liquidity Cycle Period (but so that the amount of the Credit Balance so applied shall not exceed that part of the Single Amount payable by the Chargor which is not at that time immediately settled or settleable by way of debit from the ICS RTGS Account); and

7.1.3 third, in payment of the surplus (if any) to the Chargor.

7.2 Save where Clause 7.1 applies, nothing in this Deed shall prejudice the existence of or affect the ability of the Bank of England (whether as Security Trustee, Settlement Service Provider or otherwise) to exercise any lien, right of retention, right of set-off or combination nor other similar right that it may have in respect of all or any part of the Credit Balance standing to the credit of the ICS RCA whether arising or implied by reason of or under contract (including under the RTGS Account Mandate Terms and Conditions), operation of law, statute or otherwise.

8. EFFECTIVENESS OF SECURITY

8.1 Continuing Security

This Security shall remain in full force and effect as a continuing security for the Secured Obligations until it is released by the Security Trustee in accordance with Clause 12. Without prejudice to Clause 5.1.2, no part of this Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

8.2 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Deed shall in any way be affected or impaired thereby and, if any part of this Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of this Security.

9. EXPENSES AND INDEMNITY

9.1 Expenses

The Chargor shall:

9.1.1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed (attributable to, or arising as a result of any act or omission of, the Chargor) by the Security Trustee or by any attorney, manager, agent or other person appointed by the Security Trustee under this Deed, including any arising from any actual or alleged breach by any person of any law or regulation; and

9.1.2 keep the Security Trustee indemnified against any failure or delay in paying those costs or expenses.

9.2 ICS RCA

The Chargor shall, on demand by the Security Trustee, reimburse the Security Trustee for all reasonable charges and expenses incurred by the Security Trustee and directly attributable to it in connection with the opening, maintenance and operation of an ICS RCA.

10. FURTHER ASSURANCES

10.1 The Chargor shall, at its own expense, take whatever action the Security Trustee may require for:

10.1.1 creating, perfecting or protecting this Security; or

10.1.2 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Chargor's right, title and interest in or in relation to the Credit Balance.

This includes:

(a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; or

(b) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Trustee may think expedient.

11. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 11.

12. RELEASE

After the end of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Chargor's right, title and interest in or in relation to the Credit Balance from this Security.

13. CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to directly or indirectly enforce any of its terms.

14. GOVERNING LAW

This Deed and all rights and obligations (including, without limitation, any non-contractual obligations) arising under or in connection with this Deed are governed by the laws of England and Wales.

14.1 Jurisdiction

The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Deed (including, without limitation, any non-contractual obligations) and the Parties accordingly submit to the exclusive jurisdiction of the courts of England and Wales.

14.2 Binding Forum

The Parties:

- (a) waive objection to the courts of England and Wales on grounds of inconvenient forum or otherwise as regards proceedings arising out of or in connection with this Deed; and
- (b) agree that a judgment or order of a court of England and Wales in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

15. COUNTERPARTS

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.

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

SIGNATORIES

The Chargor

EXECUTED as a DEED)

by HSBC UK BANK PLC)

.....
Director

.....
Director/Secretary

The Security Trustee

THE GOVERNOR AND)

COMPANY OF THE BANK)

OF ENGLAND)



By:

.....
MICHAEL JONES

Title:

.....
HEAD OF DIVISION

SIGNATORIES

The Chargor

**EXECUTED as a DEED
by HSBC UK BANK PLC¹**

)
)

[Redacted Signature]

(SUEAN A. YARHAM)

Director AUTHORIZED SIGNATORY

[Redacted Signature]

(ADOLFO TUNON)

Director/Secretary AUTHORIZED SIGNATORY

The Security Trustee

**THE GOVERNOR AND
COMPANY OF THE BANK
OF ENGLAND**

)
)
)

By:

.....

Title:

.....

¹ HSBC TO CONFIRM APPROPRIATE EXECUTION PROVISION