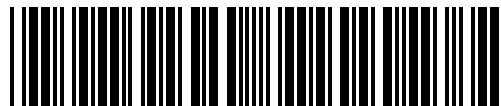




## Registration of a Charge

Company Name: **NEW SOUTH LAW LIMITED**

Company Number: **10725076**



Received for filing in Electronic Format on the: **08/12/2021**

XAIW7I5C

### Details of Charge

Date of creation: **18/11/2021**

Charge code: **1072 5076 0001**

Persons entitled: **DENMARK SQUARE LTD T/AS MONEY&CO.**

Brief description: **A FIXED CHARGE OVER THE FOLLOWING PROPERTY OF THE BORROWER, PRESENT AND FUTURE: ALL LAND VESTED IN OR CHARGED TO THE BORROWER, ALL FIXTURES AND FITTINGS ATTACHED TO THAT LAND AND ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED OUT OF THAT LAND. ALL INTELLECTUAL PROPERTY, LICENCES, CLAIMS, INSURANCE POLICIES, PROCEEDS OF ANY INSURANCE AND ANY OTHER LEGAL RIGHTS.**

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

Certified by: **RICKY ANAND**



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

Company number: 10725076

Charge code: 1072 5076 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2021 and created by NEW SOUTH LAW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2021 .

Given at Companies House, Cardiff on 9th December 2021

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 DOCUMENT AND MONEY&CO'S DEBENTURE TERMS CREATE IMPORTANT OBLIGATIONS****PLEASE TAKE LEGAL ADVICE BEFORE SIGNING****IF PAYMENT IS NOT MADE, THE PROPERTY CAN BE SOLD****Date:** 18/11/21**PARTIES****Borrower:** New South Law Limited**Registered No:** 10725076**Borrower's Loan reference:** MCO\_1391/1395/1397**Money&Co:** Denmark Square Limited of moneyandco.com

**Agreement:** An Agreement for a **Loan** between Money&Co (as agent for the Lenders) and the Borrower, dated on or around the same date as this Debenture (as that Agreement may be amended at any time) or any agreement replacing or refinancing it.

**Lenders:** The providers of Parts of the Loan (or those who in the future purchase Parts) whose details are held by Money&Co.

**Money&Co's Debenture Terms form part of this Debenture and are available to be read online or printed.**

**To access the Debenture Terms go to [www.moneyandco.com/terms](http://www.moneyandco.com/terms)**

**Money&Co acts as the agent for the Lenders.**

**1 BORROWER'S LIABILITIES**

The Borrower will on demand pay to Money&Co, for itself and as agent for the Lenders, all the Borrower's Liabilities.

The Borrower's **Liabilities** are all present and future monies, obligations and liabilities of the Borrower to the Lenders and Money&Co under or in connection with the Agreement and all other present and future liabilities of the Borrower to the Lenders and Money&Co, in each case whether actual or contingent, and whether owed or incurred alone or jointly and/or severally with another and as principal or surety or in any other capacity or of any nature, and also any expenses Money&Co or a receiver incurs (on a full indemnity basis and with interest at the rate and as calculated under the Agreement from the date they are incurred) in connection with:

- 1.2.1 the **Property** charged by Clause 2.
- 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this Debenture.

References to Property include any part of it and references to **Land** are to any interest in freehold, leasehold or heritable land.

**2 CHARGE**

The Borrower, as a continuing security for the payment on demand of its Liabilities and with full title guarantee, gives to Money&Co, for itself and as agent for the Lenders:

- 2.1 a fixed charge over the following property of the Borrower, present and future:
    - 2.1.1 all Land vested in or charged to the Borrower, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land.
    - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.
    - 2.1.3 all the goodwill of the Borrower's business.
    - 2.1.4 any uncalled capital.
    - 2.1.5 all stock, shares and other securities held by the Borrower at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Borrower or by a Subsidiary of the Borrower. **Control** means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.
- 2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
  - 2.1.7 the benefit of any hedging arrangements, futures transactions, foreign exchange or treasury instruments.
  - 2.2 a floating charge over all the other property, assets and rights of the Borrower present and future, which are not subject to an effective fixed charge under this Debenture or under any other security held by Money&Co.

**3 CERTIFICATE**

A certificate signed for Money&Co as to the amount due from the Borrower will be binding on the Borrower, except if there is an obvious error.

**4 APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

Money&Co may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Borrower.

**5 RESTRICTIONS**

The Borrower will not, without Money&Co's consent:

- 5.1 permit or create any mortgage, standard security, charge or lien on the Property.
- 5.2 dispose of the Property charged by Clause 2.1.
- 5.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.
- 5.4 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Borrower will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 5.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 5.6 dispose of, part with or share possession or occupation of any of its Land.

**6 COMMUNICATIONS AND ENFORCEMENT**

- 6.1 The Lenders will not have any power to communicate with or take direct action against the Chargor. The Lenders irrevocably agree to rely on the actions taken by Money&Co. on behalf of all Lenders.

If the Borrower is a company\*:

**Executed and Delivered** as a deed by  
the Borrower

James Kingston  
James Kingston (Nov 23, 2021 09:43 GMT) Director  
) James Kingston Print name  
) Ben Parslow  
Ben Parslow (Nov 18, 2021 09:57 GMT) Director/Secretary  
) Ben Parslow Print name

\*In the presence of:


Witness name in full: .....

Witness signature: .....

Address: .....

\*A witness is required if the Borrower is a company with only one director and no secretary

Signed for Money&Co as agent for the Lenders

  
ricky anand (Nov 12, 2021 18:07 GMT)

Credit Analyst \_\_\_\_\_ Print name, company, and authority

Denmark Square T/a Money&Co.

ricky anand

These Terms apply to Debentures given to Money&Co, on behalf of Lenders.

They form part of the Debenture executed by the Borrower or the Chargor, which refers to them.

References to "Company" mean the Borrower or Chargor (including a LLP) executing the Debenture.

Money&Co acts as the agent for the Lenders.

## **1 PROPERTY UNDERTAKINGS**

The Company will:

- 1.1 permit Money&Co at any time to inspect the Property.
- 1.2 keep all Property of an insurable nature comprehensively insured to Money&Co's reasonable satisfaction for its full reinstatement cost. In default, Money&Co may arrange insurance at the Company's expense.
- 1.3 hold on trust for Money&Co all proceeds of any insurance of the Property. At Money&Co's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Company's Liabilities.
- 1.4 where required by Money&Co, deposit with Money&Co all deeds and documents of title relating to the Property.
- 1.5 keep the Property in good condition.
- 1.6 not, without Money&Co's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.

## **2 CONVERSION OF FLOATING CHARGE TO FIXED CHARGE**

- 2.1 Money&Co may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Company will not dispose of the affected Property without Money&Co's consent.
- 2.2 The floating charge will become a fixed charge if an administrator of the Company is appointed.

## **3 POSSESSION AND ENFORCEABILITY**

- 3.1 Money&Co does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Company will continue in possession until Money&Co takes possession.
- 3.2 Money&Co may take possession and enforce the Debenture if:
  - 3.2.1 Money&Co demands payment of the Company's Liabilities.
  - 3.2.2 the Company asks Money&Co, or Money&Co receives notice of intention, to appoint an administrator or an administration application is made.
  - 3.2.3 a meeting is called or a petition is presented for the liquidation of the Company.
  - 3.2.4 any security is enforced in respect of any assets of the Company.
- 3.3 Any purchaser or third party dealing with Money&Co or a receiver may assume that Money&Co's powers have arisen and are exercisable without proof that demand has been made.
- 3.4 Money&Co will not be liable to account to the Company for any money not actually received by Money&Co.

## **4 RECEIVERS**

Any receiver will be the Company's agent and the Company (and not the Lenders or Money&Co) will be responsible for the acts, defaults and remuneration of the receiver. Money&Co may fix and pay the receiver's fees and expenses at the expense of the Company.

## **5 POWERS OF MONEY&CO AND RECEIVERS**

- 5.1 Money&Co or any receiver may:
  - 5.1.1 carry on the Company's business.
  - 5.1.2 enter, take possession of, and/or generally manage the Property.
  - 5.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
  - 5.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by Money&Co or a receiver under this power.
  - 5.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.
  - 5.1.6 complete any transactions by executing any deeds or documents in the name of the Company.
  - 5.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
  - 5.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
  - 5.1.9 call up any uncalled capital with all the powers conferred by the Company's articles of association or members' agreement.
  - 5.1.10 employ advisers, consultants, managers, agents, workmen and others.
  - 5.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
  - 5.1.12 do any acts which Money&Co or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 5.2 A receiver may borrow and secure the repayment of any money, in priority to the Company's Liabilities.
- 5.3 Joint receivers may exercise their powers jointly or separately.

- 5.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 5.5 Money&Co may exercise any of its powers even if a receiver has been appointed.
- 5.6 Money&Co may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise Money&Co will only exercise those rights as instructed by the Company.

## **6 APPLICATION OF PAYMENTS**

Money&Co may apply any payments received for the Company to reduce any of the Company Liabilities, as Money&Co decides.

## **7 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE**

- 7.1 The Debenture is in addition to any other security for the Company's Liabilities held by Money&Co for the Lenders now or in the future. Money&Co may consolidate the Debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or Money&Co's other rights.
- 7.2 On request, the Company will execute any deed or document, or take any other action required by Money&Co, to perfect or enhance the Lenders' and Money&Co's security under the Debenture.

## **8 POWER OF ATTORNEY**

To give effect to the Debenture and secure the exercise of any of its powers, the Company irrevocably appoints Money&Co, and separately any receiver, to be the Company's attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

## **9 CONSENTS, NOTICES AND DEMANDS**

- 9.1 All consents, notices and demands must be in writing.
- 9.2 Money&Co may deliver a notice or demand to the Company, where the Company is the Borrower, by placing a message on the Borrower's area on moneyandco.com or by email, or in all cases, by post, to the contact details last known to Money&Co or to the Company's registered office.
- 9.3 A notice or demand by Money&Co will be effective at the time of placing the message on moneyandco.com or sending an email or on the second business day after posting. A **business day** is a weekday other than a national holiday.
- 9.4 A notice from the Company to Money&Co must be sent by email to [credit@moneyandco.com](mailto:credit@moneyandco.com) or by post to Money&Co, Customer Services, 42 Bruton Place, London W1J 6PA and must quote the Borrower's Loan reference. Notices to Money&Co will be effective on receipt.

## **10 DISCLOSURE OF INFORMATION AND TRANSFERS**

- 10.1 Money&Co may give to anyone any information about the Company or the Debenture in connection with any proposed transfer of the Agreement.
- 10.2 All of the Lenders together or Money&Co may transfer or allow any person to take over any of their rights and duties under the Debenture. References to the Lenders or Money&Co in the Debenture include their successors.

## **11 LAW AND JURISDICTION**

- 11.1 The Debenture is governed by English law and the English courts have exclusive jurisdiction.
- 11.2 For the benefit of the Lenders and Money&Co, the Company irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a ruling in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.


# NSL LIMITED DEBENTURE MCO 1391:1395:1397

Final Audit Report

2021-11-18

Created:	2021-11-12
By:	jason o'brien (jason.obrien@moneyandco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo2s__NcD8QG1pGqFqGnbTawP0wAL1dn

## "NSL LIMITED DEBENTURE MCO 1391:1395:1397" History

-  Document created by jason o'brien (jason.obrien@moneyandco.com)  
2021-11-12 - 4:08:07 PM GMT
-  Document emailed to ricky anand (ricky.anand@moneyandco.com) for signature  
2021-11-12 - 4:09:54 PM GMT
-  Email viewed by ricky anand (ricky.anand@moneyandco.com)  
2021-11-12 - 6:06:59 PM GMT
-  Document e-signed by ricky anand (ricky.anand@moneyandco.com)  
Signature Date: 2021-11-12 - 6:07:47 PM GMT - Time Source: server
-  Document emailed to James Kingston (james.kingston@newsouthlaw.co.uk) for signature  
2021-11-12 - 6:07:57 PM GMT
-  Email viewed by James Kingston (james.kingston@newsouthlaw.co.uk)  
2021-11-13 - 11:01:29 AM GMT - IP address: 86.174.63.146
-  Document e-signed by James Kingston (james.kingston@newsouthlaw.co.uk)  
Signature Date: 2021-11-18 - 9:43:30 AM GMT - Time Source: server- IP address: 87.242.242.82
-  Document emailed to Ben Parslow (ben.parslow@newsouthlaw.co.uk) for signature  
2021-11-18 - 9:43:32 AM GMT
-  Email viewed by Ben Parslow (ben.parslow@newsouthlaw.co.uk)  
2021-11-18 - 9:57:03 AM GMT - IP address: 87.242.242.82
-  Document e-signed by Ben Parslow (ben.parslow@newsouthlaw.co.uk)  
Signature Date: 2021-11-18 - 9:57:23 AM GMT - Time Source: server- IP address: 87.242.242.82



✔ Agreement completed.  
2021-11-18 - 9:57:23 AM GMT