



**Registration of a Charge**

Company name: **DAYSMITH INVESTMENTS LIMITED**

Company number: **11523323**



X8EV6P4G

Received for Electronic Filing: **27/09/2019**

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**Details of Charge**

Date of creation: **23/09/2019**

Charge code: **1152 3323 0003**

Persons entitled: **GATEHOUSE BANK PLC**

Brief description: **ASSIGNMENT OF RENTAL INCOME**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **AFREEN MEHDI COLE**



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

Company number: 11523323

Charge code: 1152 3323 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2019 and created by DAYSMITH INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2019 .

Given at Companies House, Cardiff on 30th September 2019

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**

**Rent Assignment  
relating to**

**Basement Flat 6, Fisher Street, Maidstone, ME14  
2SW, United Kingdom**

**Dated**

23 / 9 / 2019

**Daysmith Investments Ltd (1)  
Gatehouse Bank plc (2)**

## CONTENTS

1	Interpretation .....	1
2	Covenant to Pay .....	2
3	Assignment of Occupational Rent .....	2
4	Notice of Assignment .....	2
5	Further assurance .....	2
6	Assignment .....	2
7	Counterparts .....	2
8	Governing law and jurisdiction .....	2

THIS DEED DATED

23 | 9 |

2019

BETWEEN

- (1) Daysmith Investments Ltd registered in England & Wales with company number 011523323 whose registered office is at Day Smith Investments Ltd, Unit 8, Queenborough Business Park, Main Road, Queenborough, ME11 5DY, United Kingdom (the "Client"); and
- (2) Gatehouse Bank plc, a public limited company registered in England and Wales with company number 06260053 whose registered office is at 14 Grosvenor Street, London, W1K 4PS (the "Bank")

WITNESSES AS FOLLOWS:

**1 Interpretation**

**1.1 Definitions:** In this deed, unless the context requires otherwise:

**Diminishing Musharakah Agreement:** means the diminishing musharakah agreement entered into between the Client and the Bank on or about the date of this deed.

**Occupational Rent:** means all the right, title, benefit and interest (whether present or future) of the Client in and to all rent, licence fees or other sums of money now or at any time received or recoverable by the Client from any subtenant or licensee of the Property or any part thereof including, without limitation, service charge and insurance payments (whether such tenant's tenancy or licensee's licence be express, implied or by operation of law) and any other income in respect of the Property whatsoever.

**Property:** means Basement Flat 6, Fisher Street, Maidstone, ME14 2SW, United Kingdom registered at the Land Registry with title number TT90957

**Secured Obligations:** means all of the present and future obligations and liabilities of the Client to the Bank (whether actual or contingent and whether owed solely, jointly or severally or in any other capacity whatsoever) under or in connection with the Agreements.

**1.2** Unless otherwise defined in this deed, a term defined in the Diminishing Musharakah Agreement has the same meaning when used in this deed.

**1.3** Successors and assigns: The expression "Bank" and "Client" include, where the context admits, their respective successors, and, in the case of the Bank, its transferees and assignees, whether immediate or derivative.

**1.4** Headings: Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this deed.

**1.5** Construction of certain terms: In this deed, unless the context otherwise requires:

- (a) where any obligation is undertaken by two or more persons, that obligation shall apply to all such persons jointly and each of them individually;
- (b) words importing persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons, and any state, or governmental or local division or agency of a state;
- (c) unless otherwise provided, references to clauses are references to the relevant clause in this deed;

- (d) references to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has superseded or re-enacted (whether with or without modification), and (iii) any provision superseded it or re-enacted it (whether with or without modification);
- (e) the descriptive headings to clauses are inserted for convenience only, have no legal effect and shall be ignored in interpreting this deed; and
- (f) the words and phrases "other", "including" and "in particular" shall not limit the generality of the words preceding or succeeding them or be construed as limiting the succeeding words to the same class as the preceding words.

## **2 Covenant to Pay**

The Client covenants to pay on demand to the Bank all Secured Obligations.

## **3 Assignment of Occupational Rent**

As continuing security for the payment and discharge of the Secured Obligations, the Client with full title guarantee assigns to the Bank the Occupational Rent and the benefit of any guarantee or security in respect of the Occupational Rent.

## **4 Notice of Assignment**

The Client shall, promptly following the occurrence of an Event of Default, or at any time upon request from the Bank, give notice to the relevant occupational tenant(s) of the assignment under clause 3 above of the Bank's rights and interest to the Occupational Rent and each guarantee or security in respect of the Occupational Rent and procure that each addressee of such notice promptly provides an acknowledgment of that notice to the Bank.

## **5 Further assurance**

The Client shall if and when at any time required by the Bank do all such acts and things as the Bank shall from time to time require over or in relation to all or any of the Occupational Rent to secure the Secured Obligations or to perfect or protect the security intended to be created by this deed over the Occupational Rent or any part thereof or to facilitate the realisation of the same.

## **6 Assignment**

- 6.1 The Client may not assign any of its rights, or transfer any of its rights or obligations, under this deed.
- 6.2 At any time, without the consent of the Client, the Bank may assign or transfer any or all of its rights and obligations under this deed.
- 6.3 The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Client and this deed that the Bank considers appropriate.

## **7 Counterparts**

This deed may be executed in any number of counterparts, which shall have the same effect as if the signatories in the counterparts were on a single copy of this deed.

## **8 Governing law and jurisdiction**



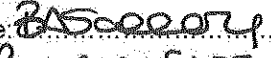

- 8.1 The Client and the Bank agree that they have reviewed this deed for the purposes of its compliance with Shariah and:

- (a) have, to the extent that the Client or the Bank consider necessary, taken independent advice from advisers specialising in matters of Shariah;
- (b) confirm that they are each satisfied that the provisions of this deed do not contravene Shariah; and
- (c) neither of them have any objection, nor will the Client or the Bank raise any objection as to matters of Shariah compliance in respect of or otherwise in relation to the provisions of this deed.

- 8.2 The Client and the Bank recognise and agree that the principle of the payment of interest is repugnant to Shariah and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the parties hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.
- 8.3 This deed shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 8.4 The English Courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of it) (a "Dispute"). The Bank and the Client agree that the English Courts are the most appropriate and convenient courts to settle a Dispute and accordingly neither the Client nor the Bank will argue the contrary.

IN WITNESS whereof this deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this deed.

### Execution Page

Bank Execution	
SIGNED as a deed by ..... as attorney for and on behalf of and in the name of Gatehouse Bank Plc in the presence of;  Signature of Attorney	Witness signature: ..... Witness name: ..... Witness address: ..... Witness occupation: .....
Client Execution	
EXECUTED as a deed by Daysmith Investments Ltd acting by Daniel Robert Smith, a director and James Andrew Day, a director  Director :  Name: Daniel Robert Smith  Director :  Name: James Andrew Day	Witness signature:  Witness name: BEVILLEY SAFFERY Witness address: 13 RICHARD ST ROCHESTER ME1 2EB Witness occupation: MANAGER  Witness signature:  Witness name: BEVILLEY SAFFERY Witness address: 13 RICHARD ST ROCHESTER ME1 2EB Witness occupation: MANAGER