



Registration of a Charge

Company name: **FMSS LIMITED**

Company number: **12752752**

Received for Electronic Filing: **05/01/2021**



X9VK4OIG

Details of Charge

Date of creation: **17/12/2020**

Charge code: **1275 2752 0001**

Persons entitled: **GIANT FINANCE+ LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

HAYLEY ELIZABETH MCMENAMIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12752752

Charge code: 1275 2752 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2020 and created by FMSS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2021 .

Given at Companies House, Cardiff on 6th January 2021

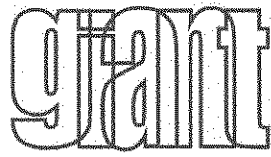
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Dated

17th December

2020

FMSS Limited

- And -

giant finance+ Limited

Debenture

Parties: -

- (1) FMSS Limited (registered number 12752752) having its registered office Kemp House, 160 City Road, London, EC1V 2NX (the "Customer"); and
- (2) giant finance+ Limited (registered number 05304654) having its principal place of business at St George's House, 13-14 Ambrose Street, Cheltenham, Gloucestershire, GL50 3LG (the "Company").

Operative Provisions:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Debenture:-

"Acts"	means the Law of Property Act 1925 and the Insolvency Act 1986;
"Administrator"	means an administrator in respect of the Customer appointed pursuant to this Debenture;
"Assets"	means the whole of the property, undertaking and assets which are or may be from time to time comprised in the Customer expressed to be charged to the Company now or hereafter under clause 2.1;
"Environmental Law"	means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment;
"Indebtedness"	means the performance of any obligations and all monies which are now or shall at any time hereafter be due or owing or payable to the Company by the Customer together with all legal and other costs charges and expenses which the Company may incur in enforcing or obtaining payment (or attempting to do so) of any such obligations or monies on a full indemnity basis and all costs charges and expenses owed to or incurred directly by the Company in relation to the security or any other security held by the Company in connection with any advance payment, loan or

other payment made to the Customer in relation to the enforcement or attempted enforcement of any such security;

"Property"

means all freehold and leasehold property referred to in clause 2.1; and

"Receiver"

means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Customer or over all or any of the Assets charged by this Debenture.

1.2 In this Debenture, unless the context otherwise requires:

- 1.2.1 references to clauses or schedules shall be interpreted as references to clauses of, and schedules to, this Debenture, and references to this Debenture shall include its schedules;
- 1.2.2 a reference to (or to any specified provision of) this Debenture or any other document shall be construed as a reference to this Debenture, that provision or that document as in force for the time being and as amended in accordance with the agreement of the relevant parties;
- 1.2.3 a reference to any gender shall include every other gender;
- 1.2.4 the singular shall include the plural and vice versa ;
- 1.2.5 references to persons shall include individuals, firms, companies, unincorporated associations, partnerships and government entities (whether or not having a separate legal personality);
- 1.2.6 a reference to any party shall include its successors in title and permitted assigns;
- 1.2.7 a reference to a statute or statutory provision shall include a reference to that statute or statutory provision as replaced, amended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.

2. CHARGE

2.1 The Customer hereby covenants to pay or discharge on demand the indebtedness to the Company. As security for the payment and discharge of the Indebtedness, the Customer **Hereby Charges** to the Company with full title guarantee:-

2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Customer described in the schedule, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Customer (not being property charged by clause 2.1.1) now and in the future vested in the Customer, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

2.1.3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Customer;

2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Customer (including cash in any bank account) (together with all security therefor or indemnities in respect thereof or other rights enabling the Customer to enforce the same);

2.1.5 by way of fixed charge, all intellectual property rights and other rights of every kind deriving therefrom, in action and claims now and in the future belonging to the Customer;

2.1.6 by way of fixed charge all stocks, shares and/or other securities now and at any time during the continuance hereof belonging to the Customer in any of its subsidiary companies together with all dividends or other rights relating thereto;

2.1.7 by way of floating charge, the Assets not otherwise effectively mortgaged, charged or assigned by this clause 2.

2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.

3. COVENANTS

- 3.1 At all times until this security is discharged the Customer shall not:-
- 3.1.1 (except for charges in favour of the Company created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;
 - 3.1.2 sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
 - 3.1.3 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;
 - 3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring; or
 - 3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it;
 - 3.1.6 without the previous consent in writing of the Company make any loan or advance or give any guarantee or provide any credit (other than normal trade credit given in the ordinary course of business).
- 3.2 The Customer shall:-
- 3.2.1 (subject to the rights of any prior mortgagee or chargee) promptly deposit with the Company all deeds and documents of title relating to the Assets;
 - 3.2.2 keep such of the Assets as are insurable comprehensively insured to the Company's satisfaction (and, if so required by the Company, in the joint names of itself and the Company) against loss or damage by fire theft and such other risks as the Company may require, to their full replacement value and, where such insurance is not in joint names, procure that the Company's interest is noted on all policies required under this clause;

- 3.2.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurance required under clause 3.2.2 and on demand produce the insurance policies and premium receipts to the Company;
 - 3.2.4 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
 - 3.2.5 pay into such account as the Company may designate by notice to the Customer from time to time all moneys which it may receive in respect of the book debts and other debts charged by clause 2.1.4 and shall not without the prior written consent of the Company make any withdrawals or direct any payment from such account;
 - 3.2.6 subject to the rights of any prior chargee (if and when called upon to do so by the Company) to execute a legal assignment of the book debts to the Company;
 - 3.2.7 from time to time supply to the Company such accounts or other information concerning its assets liabilities and affairs as the Company may reasonably require;
 - 3.2.8 carry on and conduct its business in a proper and efficient manner and not make any substantial alterations in the nature of that business;
 - 3.2.9 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify the Company promptly and in reasonable detail of any claim notice or communication in respect of any violation or potential violation of an Environmental Law;
 - 3.2.10 notify the Company immediately in the event of any creditor executing diligence against the Customer or if any distress or execution is levied or enforced against the Customer or any third party debt order or freezing order is made and served upon the Customer;
 - 3.2.11 notify the Company immediately of any proposal, application or any steps taken by any person (including the Customer) in relation to the administration, receivership, winding-up or dissolution of the Customer and its assets.
- 3.3 If the Customer fails to perform any of its obligations under Clauses 3.2.2, 3.2.3 or 3.2.4, the Company may take out or renew any insurance or effect such repairs and take such other

action as it may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Customer on demand.

4. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

4.1 At any time after the Company's demand for payment from the Customer of the Indebtedness or if so requested by the Customer, the Company may appoint by writing any person or persons to be an Administrator or a Receiver of all or any part of the Assets, in each case in accordance with and to the extent permitted by applicable laws. Without limiting the Company's rights under this clause 4.1 or at law, the Company may, whether or not any demand has been made for payment of the Indebtedness, and without further notice to the Customer, appoint a Receiver or Administrator if the Company becomes aware of any of the matters referred to in clause 3.2.10 or 3.2.11, or if the security created by this Debenture shall be in jeopardy, in each case in accordance with and to the extent permitted by applicable laws.

4.2 The Company may from time to time determine the remuneration of the Receiver and may, subject to section 45 of the Insolvency Act 1986, remove the Receiver and appoint another in his place.

4.3 Any Administrator or Receiver shall, subject to the terms of the Acts, be the Customer's agent and shall have all powers conferred by the Acts. The Customer alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Bank's power of sale, the Administrator or Receiver shall have power:-

4.3.1 to take possession of collect in and get in all or any part of the Assets and for that purpose to take any proceedings in the Customer's name or otherwise as he shall think fit;

4.3.2 to carry on or concur in carrying on the Customer's business and raise money from the Company or others on the security of all or any part of the Assets;

4.3.3 to sell concur in selling, let concur in letting, and/or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;

4.3.4 to take, continue or defend any proceedings and make any arrangement or compromise which the Company or he shall think fit;

- 4.3.5 to make and effect all repairs, improvements and insurances to or in respect of the Assets;
 - 4.3.6 to appoint managers, officers and agents for any of the above purposes, at such salaries and on such terms as the Receiver may determine;
 - 4.3.7 to call up any of the Customer's uncalled capital;
 - 4.3.8 to promote the formation of a subsidiary company or companies of the Customer, so that such subsidiary may purchase, lease, licence or otherwise acquire interests in all or any part of the Assets; and
 - 4.3.9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4 Any moneys received under this Debenture shall be applied:-
- 4.4.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Company or the Receiver or Administrator and of the remuneration of the Receiver or Administrator;
 - 4.4.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Company shall determine; and
 - 4.4.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

5. MISCELLANEOUS

- 5.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Customer without the Company's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.
- 5.2 By notice in writing to the Customer, the Company may at any time convert the floating charge created by clause 2.1.7 into a fixed charge over any Assets specified in the notice which the Company considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or a fixed charge in favour of another person is created, or if the Customer ceases to carry on business or to be a going concern, or the making of an order for the Customer's winding-up (whether it be voluntary or compulsory) or the taking of any steps for the appointment of an administrator or Receiver of the Customer, or to be otherwise in jeopardy.

- 5.3 The Customer at its own expense shall at any time on the Company's request promptly execute and deliver to the Company any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2.1.7 or such other charge as the Company may in its discretion think fit) for securing the Indebtedness, such mortgage charge or instrument to be in such form as the Company may require.
- 5.4 This Debenture shall be:-
- 5.4.1 a continuing security to the Company, notwithstanding any settlement of account or other matter or thing whatever;
- 5.4.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Company may hold now or hereafter on all or any part of the Assets; and
- 5.4.3 in addition to any rights, powers and remedies at law.
- 5.5 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Company shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 5.6 No failure or delay on the Company's part in the exercise of any of its rights, powers and remedies (in this clause 5 "right(s)") under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Company's rights shall preclude any further or other exercise of that right or of any other right.
- 5.7 The Company may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Customer's liabilities or the Company's rights under this Debenture.
- 5.8 The Customer certifies warrants and represents that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 5.9 The Company may at any time assign all or any of its rights and benefits hereunder and notice of any such assignment shall be given to the Customer.

5.10 The Customer shall, on demand by the Company, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Company may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise to give effect to the intent of this Debenture.

6. **POWER OF ATTORNEY**

By way of security, the Customer hereby irrevocably appoints the Company and any Receiver or Administrator jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

7. **COSTS**

All costs, charges and expenses incurred by the Company and all other moneys paid by the Company or the Receiver or the Administrator in perfecting or otherwise in connection with this Debenture or in respect of the Assets hereby charged and all costs of the Company or the Receiver or the Administrator of all proceedings for enforcement of this Debenture shall be recoverable on a full indemnity basis from the Customer as a debt, bear interest at the same rate as that payable pursuant to a loan agreement of even date herewith entered into between the parties and shall be charged on the Assets.

8. **SEVERANCE**

8.1 If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.

8.2 None of the charges created above by the Customer which are otherwise valid shall be avoided or invalidated by reason of one or more of the said charges being invalid or unenforceable.

9. **NOTICES**

9.1 Any notice or demand to be given to the Customer by the Company under or in connection with this Debenture may be served by leaving it at the registered office or last known address of the Customer or by sending it pre-paid recorded delivery post to the registered office or the last known address of the Customer or by fax or electronic mail.

9.2 Any communication to be given to the Company by the Customer under or in connection with this Debenture shall be made in writing to the address at the end of this Debenture, or such other address as the Company may notify the Customer from time to time.

9.3 Any communications made between the parties shall be deemed to have been served at the expiration of forty-eight hours after it has been posted or by transmitting it by facsimile or e-mail to that party when it shall be deemed to have been served upon 12 hours after despatch.

9.4 The Customer undertakes to keep its current e-mail, address and fax number available for the purposes of clause 9.1, unless and until the Customer notifies the Company of an alternative e-mail address or fax number.

10. RIGHTS OF THIRD PARTIES

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. LAW

This Debenture shall be governed by and construed in accordance with English law.

The Company's Address for Service for Communications is:-

St George's House, 13-14 Ambrose Street, Cheltenham, Gloucestershire, GL50 3LG.

Executed and Delivered as a Deed by the parties on the date first before written.

Schedule

Property subject to First Legal Mortgage

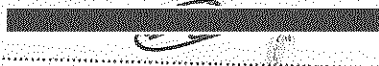
(Clause 2.1.1)

Executed as a Deed by
FMSS Limited
by the signing of:



Alexander Margetts

Director




Independent Witness

KYLE HASTILAW



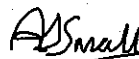
Name & Address

Executed as a Deed by
giant finance+ Limited
by the signing of:



Richard Foster

Director



Alison Jane Small
giant finance+ Limited

Director/Secretary