



Registration of a Charge

Company Name: **DANAM NW LTD**

Company Number: **12984307**



Received for filing in Electronic Format on the: **06/09/2021**

XACH4RO8

Details of Charge

Date of creation: **26/08/2021**

Charge code: **1298 4307 0001**

Persons entitled: **WILLIAM ARTHUR BRIGHOUSE**

Brief description: **NONE**

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: **IRENE LODGE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12984307

Charge code: 1298 4307 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2021 and created by DANAM NW LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2021 .

Given at Companies House, Cardiff on 7th September 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 DEED is made on the 26th day of August 2021
BETWEEN DANAM NW LTD (Company Number 12984307) having its registered
office at Suite 10-12 Mezzanine Floor Royal Liver Building Liverpool L3 1HU
(hereinafter called "the Borrower") of the one part and WILLIAM ARTHUR
BRIGHOUSE of 43 Saxon Way Shevington Park Liverpool L33 4DW (hereinafter
called "the Lender") of the other part

NOW THIS DEED WITNESSETH as follows:-

1.1 IN this Deed where the context so admits the following expressions shall have
the following meanings respectively:-

1.1.1 "Stipulated Rate"

means 4% p.a. above the base lending rate of Barclays Bank
Plc

1.1.2 "Floating Charge"

means the floating charge created by clause 3.1 hereof.

1.1.3 "Event of Default"

means the occurrence of any of the events specified as an event
of default in clause 6 hereof.

WE HEREBY CERTIFY
THIS TO BE A TRUE COPY
OF THE ORIGINAL

Abensons
ABENSONS SOLICITORS

1.1.4 “the Insolvency Act”

means the Insolvency Act 1986 and any Act for the time being in force amending replacing or modifying such Act and all orders and regulations thereunder for the time being in force.

2. COVENANT TO PAY

The Borrower hereby COVENANTS with the Lender that:-

- 2.1 the Borrower will on written demand (or upon the happening of an Event of Default immediately without the necessity for any such demand) pay and discharge to the Lender all and any monies and liabilities which now are or which at any time or times hereafter shall become due or owing to the Lender whether solely or jointly with any other person firm or company and whether as principal debtor or guarantor or otherwise howsoever and wheresoever together with interest at the Stipulated Rate (as well after as before any judgment).
- 2.2 The Borrower will also on written demand pay to the Lender all reasonable and proper costs charges and expenses on a full indemnity basis which the Lender may pay or incur in connection with this Deed or any other deed or document or security with the Lender or in enforcing or obtaining payment of the said monies and liabilities referred to in clause 2.1

3. CHARGE

- 3.1 By this Deed (which is expressly made for securing present and further advances) the Borrower with full title guarantee and as a continuing security for the discharge on demand of the liabilities and obligations hereby covenanted to be paid or performed HEREBY charges to the Lender by way of a floating charge all the assets property and undertaking of the Borrower whatsoever and wheresoever situated both present and future including uncalled capital for the time being.
- 3.2 The Lender may from time to time by notice in writing to the Borrower convert the floating charge contained in clause 3.1 hereof into a fixed charge as regards any property specified in such notice.

4. **NEGATIVE PLEDGE**

The Borrower shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) create any legal or equitable charge or encumbrance on any property hereby charged.

5. **BORROWER'S COVENANTS**

The Borrower HEREBY COVENANTS with the Lender as follows:-

- 5.1 To indemnify and keep indemnified the Lender from and against all actions proceedings damages costs claims and demands occasioned by any breach of any of the covenants on the part of the Borrower herein contained.
- 5.2 Not to do or permit or suffer to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of any property hereby charged.

6. **EVENTS OF DEFAULT**

Each of the events set out below is an Event of Default (whether or not caused by any reason whatsoever outside the control of the Borrower or of any other person) namely:-

- 6.1 the Borrower does not pay within seven days of the due date any amount payable by it to the Lender on demand
- 6.2 the Borrower fails to comply with a statutory demand under the Insolvency Act
- 6.3 the Borrower enters into a voluntary arrangement with any of its creditors as is described in the Insolvency Act or
- 6.4 distress or execution or other process is levied or enforced upon or issued against any property of the Borrower

- 6.5 if there is any breach by the Borrower of any obligations statutory or otherwise binding on either of them or of any of the covenants or conditions whether expressed or implied contained in the Agreement and in this Deed and on its part to be observed and performed or
- 6.6 if a receiver is appointed of the Borrower or
- 6.7 a petition is presented or a resolution passed for the winding up of the Borrower or an application presented for the grant of an administration order or for the appointment of an administrator under the Insolvency Act or
- 6.8 the Borrower shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act or any statutory modification or re-enactment thereof or
- 6.9 if the Borrower shall cease or threaten to cease to carry on business or stop payment or
- 6.10 that control of the Borrower (as defined in Section 840 of the Income and Corporation Taxes Act 1988) is acquired by any person or group of connected persons not having control of it at the date hereof or
- 6.11 any other event or series of events whether related or not (including without limitation any material adverse change in the business assets or financial

condition of the Borrower) occurs which in the reasonable opinion of the Lender may affect the ability of the Borrower to comply with all or any of their obligations hereunder and the Lender otherwise reasonably forms the opinion that its security hereunder is in jeopardy.

7. THE LENDER'S POWER OF ENFORCEMENT

7.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and the statutory power of sale and other remedies of the Lender as mortgagee shall immediately become exercisable by the Lender without notice to the Borrower on the occurrence of an Event of Default.

7.2 Section 93 of the Law of Property Act 1925 which relates to consolidation of mortgages shall not apply to the security hereby created and this Deed shall constitute and be a continuing security not only for the monies hereby secured but also for any monies secured by any other security which now is or may hereafter become consolidated with the security hereby created.

7.2.1 The Borrower may not without the prior written consent of the Lender redeem this Charge without at the same time redeeming every or any existing or future mortgage charge or other security or whatever nature for the time being held by the Lender on other property now or at any time hereafter belonging to the Borrower or redeem any such mortgage charge or other security of whatever nature without at the same time redeeming this Charge.

7.3.1 The Lender may at any time after he has demanded payment of any monies hereby secured or on the occurrence of an Event of Default appoint in writing under the hand of an officer of the Lender a person or persons to be a receiver or receiver and manager or joint receivers or joint receivers and managers of any property or any part or parts thereof and as this Deed contains a Floating Charge appoint in similar manner a person or persons to be an administrative receiver or joint administrative receivers of the Borrower under the Insolvency Act.

7.3.2.1 Any receiver appointed by the Lender under this Deed shall be entitled to exercise all the powers capable of being exercised by a receiver under the Law of Property Act 1925 in addition to the specific powers set out below.

7.3.2.2 Any receiver (whether administrative or not) appointed by the Lender under this Deed shall be entitled to exercise all the powers capable of being exercised by an administrative receiver under the Insolvency Act in addition to the specific powers set out below.

7.3.2.3 In the case of any appointment of joint receivers, joint receivers and managers and joint administrative receivers, unless the contrary is specifically provided in the instrument of appointment, the power of such joint receivers, joint receivers and managers and joint administrative receivers shall be exercisable by each appointee severally

7.4 Any receiver appointed by the Lender shall have the following powers in addition to those granted by statute:-

7.4.1 to manage sell let repair decorate alter develop improve or add to any property or any part thereof in any manner whatsoever and with all the powers of an absolute beneficial owner

7.4.2 to carry on or manage the business of the Borrower

7.4.3 to close in whole or in part the business of the Borrower and the business and undertaking of the Borrower generally

7.4.4 develop sell convert into money and realise any property or any part thereof and convey the same in his name for and on behalf of the Borrower (including the benefit from time to time vested in the Borrower of any guarantee or surety given in respect of the covenants liabilities and obligations on the part of any tenant or other relevant third party to be observed and performed in any occupational lease or other interest whether proprietary or contractual derived from the Borrower's interest in any property)

7.4.5 grant any lease or tenancy or franchise or licence of any property or any part thereof at any or no rent and with or without any fine or premium and generally on such terms as he shall in his absolute

discretion think fit and to accept the surrender of any lease or tenancy or franchise or licence and give an effectual receipt for any fine or premium payable on any such grant or surrender as aforesaid and the restrictions contained in Sections 99 and 100 of the Law of Property Act 1925 shall not apply hereto

7.4.6 compromise any claim on or against any property or any part thereof and bring or defend any action or other legal proceedings in the name and on behalf of the Borrower

7.4.7 effect indemnity insurance and other like insurance and obtain bonds

7.4.8 employ for the purposes aforesaid solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper material as he shall in his absolute discretion think fit

7.4.9 sell or concur in selling either by private treaty or at public auction or to include in any letting all plant machinery fittings and equipment both present and future then or at any time thereafter on any property

7.4.10 to promote or secure the formation of any new company and to sell transfer assign hire out or grant leases tenancies franchises and licences of any property or other property hereby charged or any part thereof to such new company

7.4.11 to acquire renew extend grant vary or otherwise deal with any easements rights and privileges relating to any property

7.4.12 do all such other acts and things that the Lender or the receiver may at their absolute discretion consider expedient for the protection or realisation of any property or as may be incidental to the exercise of any of the powers conferred on him.

7.5 Any such receiver as aforesaid shall so far as the law allows be deemed to be the agent of the Borrower for all purposes and the Borrower will be solely responsible for his actual defaults and remuneration and the Lender shall not be under any liability for his remuneration or otherwise.

7.6 The remuneration of such receiver shall be such sum or rate payable in such manner as may be agreed between him and the Lender or at any time after his appointment. The receiver shall apply all money received by him:-

7.6.1 in payment of the costs charges and expenses of and incidental to his (or any other) appointment and the exercise of all or any of the receiver's powers and of all outgoings paid by him or any other receiver

7.6.2 in payment of any remuneration which is due to him (or any other receiver)

- 7.6.3 in such manner as the Lender shall from time to time in writing direct and subject to such direction and subject also as aforesaid
- 7.6.4 as set out in Section 109(8) of the Law of Property Act 1925
- 7.7.1 If prior to the date of appointment of the receiver a petition has been presented to the court under the Insolvency Act for the grant of an administration order and which remains pending the power of the receiver shall not prior to the grant of an order or the dismissal of the petition be exercised in contravention of the Insolvency Act but subject only thereto shall be capable of being exercised in full
- 7.7.2 If the Borrower or any directors thereof intend to present a petition as described in clause 7.7.1 hereof they shall first give notice to the Lender in writing
- 7.8.1 No purchaser or other person shall be concerned or bound to see or enquire whether the right of the Lender or any receiver appointed by it to exercise any of the powers hereby or otherwise conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers
- 7.8.2 Neither the Lender nor any such receiver shall be liable to account as mortgages in possession in respect of all or any of the assets charged by this Deed nor be liable for any loss upon realisation or for any

neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such

7.8.3 The Borrower hereby agrees to indemnify both the Lender and any such receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agents officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted to be done in the exercise or purported exercise of the powers herein contained or occasioned by any breach of the Borrower of any of its covenants or other obligations to the Lender. The Borrower shall so indemnify the Lender and any other such receiver on demand and shall pay interest on the sum demanded at the Stipulated Rate.

8. TRANSFER OF SECURITY

The Lender may at any time without the consent of the Borrower transfer the benefit of this Deed (including the guarantee hereunder) and the security hereunder and the persons deriving title shall have all the powers conferred on mortgagees by the Law of Property Act 1925 and under the Insolvency Act as if the transfer had been an original charge and guarantee to the transferee.

9. THE LENDER'S FURTHER POWERS

9.1 At any time after the monies hereby secured have become due and payable the Lender may in addition to all other powers and provisions contained in this Deed (and without incurring liability as mortgagee in possession) either as mortgagee or as attorney of the mortgagor

9.1.1 exercise all or any of the rights and powers exercisable by a receiver appointed hereunder and without prejudice to the generality of the foregoing

9.1.2.1 sell exchange deal with convert develop improve repair and realise any property or any part or parts thereof including the granting of leases and accepting surrender of leases without the restrictions contained in the Law of Property Act 1925

9.1.2.2 construct upon any property any building or buildings and to carry out the completion and furnishing of any property or any part or parts thereof.

9.2 At any time prior to the discharge by the Borrower of all liabilities hereunder the Lender may obtain such reports valuations and other information that he may require from solicitors architects surveyors estate agents accountants contractors and builders in relation to any property or the Borrower and all reasonable and proper costs and expenses incurred by The Lender in relation thereto shall be payable on written demand and be deemed to be a liability of the Borrower under this Deed.

10. **FURTHER ASSURANCE**

The Borrower shall at any time on written demand by the Lender execute such further documents deeds or instruments as the Lender may require for perfecting or enforcing the security created hereunder.

11. **POWER OF ATTORNEY**

11.1 The Borrower by way of security hereby irrevocably appoints the Lender and the persons deriving title under him and any receiver appointed hereunder jointly and also severally to be its Attorney with a general Power of Attorney under Section 10 of the Powers of Attorney Act 1972 for and in the name and on behalf and as the act and deed or otherwise of the Borrower:

11.1.1 to execute seal and deliver in favour of the Lender or his nominees or any purchaser or any other person any documents which the Lender may require for perfecting its title to or for vesting any property hereby charged in the Lender or his nominees or in any purchaser or any other person and otherwise generally execute seal and deliver and perfect all such deeds assurances agreements and documents and do all such acts and things as may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by the Lender or the receiver on or in connection with any sale lease or other disposition realisation or getting in by the Lender of any such receiver

of any property charged hereunder or any part thereof or in connection with any other exercise of any power hereunder

11.1.2 to exercise the rights that are granted to the Lender and in particular to complete rent authority letters to the tenants

11.1.3 to collect from and give a good discharge to insurers for all and any insurance monies payable to the Borrower.

12. **NOTICES**

12.1 Any demand or notice or other communication hereunder or in respect of the liabilities and obligations hereby secured shall save as otherwise agreed between the parties hereto be made in writing and may be served on the Borrower either personally or by post or by telex telegram cable or facsimile transaction or served on any of the Directors or Company Secretary of the Borrower.

12.2 A demand or notice or other communication:-

12.2.1 by post may be addressed to the Borrower at its registered office or address or place of business last known to the Lender (whether within or outside the United Kingdom) and a demand or notice so addressed and posted shall be effective and shall be deemed to have been received on the next succeeding business day following posting (or not

later than five days in case of overseas air mail postage)
notwithstanding that it be returned undelivered.

12.2.2 by facsimile transmission may be sent to the facsimile number from
time to time of the Borrower (as the case may be) and shall be deemed
to have been received immediately following transmission.

12.2.3 by email transmission to the email address of the Borrower and
deemed to have been received on a received receipt

13. **MISCELLANEOUS**

13.1 A statement or certificate signed by the Lender as to the amount outstanding
under this Deed shall save for manifest error be final conclusive and binding
on the Borrower.

13.2 No failure or delay by the Lender in exercising any right or remedy shall
operate as a waiver thereof nor shall any single or any partial exercise or
waiver of any right or remedy preclude its further exercise or the exercise of
any other right or remedy as though no waiver had been made and no
relaxation or indulgence granted.

13.3 Headings to clauses herein are for convenience only and have no legal effect
and shall not affect the construction of this Deed.

- 13.4 All the provisions of this Deed are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. **JURISDICTION**

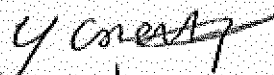
- 14.1 This Deed shall be governed by and interpreted in accordance with English Law.
- 14.2 The Borrower hereby irrevocably submits to the exclusive jurisdiction of the High Court of Justice in England but this Deed may be enforced in any court of competent jurisdiction.

IN WITNESS whereof the parties hereto have caused this document to have been duly executed as a Deed the day and year first before written

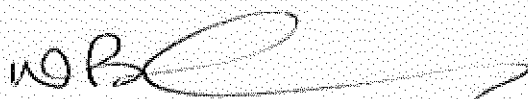
EXECUTED as a Deed by **DANAM NW LTD**

acting by [] a Director

in the presence of:-


Yvonne Coventry
21, Liverpool Road
Aughton
L39 5AP
Office Manager

EXECUTED as a Deed by **WILLIAM**



ARTHUR BRIGHOUSE in the presence

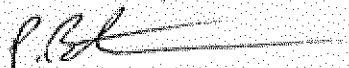
of:- **PAUL BERTWISIAW**

53 SAXON WAY

KIRKBY

LIVERPOOL

L334DW



SOLUTION CONSULTANT

DebentureBrighouse JR/IL 130821

