



## Registration of a Charge

LLP name: **COMBINATION LANGUAGES LLP**

LLP number: **OC418575**

Received for Electronic Filing: **14/12/2017**



X6L8LR09

## Details of Charge

Date of creation: **12/12/2017**

Charge code: **OC41 8575 0001**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**AN**



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

LLP number: OC418575

Charge code: OC41 8575 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2017 and created by COMBINATION LANGUAGES LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 14th December 2017 .

Given at Companies House, Cardiff on 18th December 2017

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** Combination Languages LLP Registered No: OC418575

**Bank:** National Westminster Bank Plc

**Deposit:** the deposit of [REDACTED] and all amounts in the future credited to Account number [REDACTED] with the Bank.

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Deposit or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee charges the Deposit to the Bank.

**3. Restrictions**

The Owner will not without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit.
- 3.2 dispose of or assign the Deposit.
- 3.3 make any withdrawal from the Deposit. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

**4. The Deposit**

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

**5. Powers of the Bank**

- 5.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.
- 5.2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 5.3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

## **6. Power of Attorney**

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

## **7. Application of Payments**

7.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

7.2 If the Bank receives notice of any charge or other interest affecting the Deposit, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

## **8. Preservation of other Security and Rights and Further Assurance**

8.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

8.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

## **9. Consents, Notices and Demands**

9.1 All consents, notices and demands must be in writing.

9.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.

9.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

9.4 A notice from the Owner to the Bank will be effective on receipt.

## **10. Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

## **11. Possession and Enforceability**

11.1 The Bank does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

11.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

11.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

## **12. Law**

12.1 English law applies to this deed and the English courts have exclusive jurisdiction.

12.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by  
the Owner

)  
)  
)  
)

Member

Member

Where only one Member signs, a witness is required

Signed by the Member in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

Date

12/02/2017

You must date  
the document

## BANK'S COPY

## Resolution re Charge of Deposit with the Bank

Extract from the Minutes of a Meeting of the Members of Combination Languages LLP Registered  
No: OC418575

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the LLP for the purpose of carrying on its business and (2) consistent with the Members' duties to promote the success of the LLP, it was resolved that a Charge of Deposit be granted to National Westminster Bank Plc in the form produced to secure all the LLP's liabilities to the Bank and that the Charge of Deposit be executed by the LLP."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Members of the LLP at which (all appropriate interests having been declared) a quorum entitled to vote was present held on 12<sup>TH</sup> DECEMBER 2017 and that a copy of the Charge of Deposit has been retained by the LLP.
2. when the Charge of Deposit was signed on \*\*12<sup>TH</sup> DECEMBER 2017 the signatory/ies to the Charge of Deposit held the capacity/ies stated below their signature(s).

Signature of Secretary 

Date: \*\*\*

12/12/2017

\* Insert date of Meeting

\*\* Insert date of Signing of Charge of Deposit

\*\*\* Insert date of Signing of Resolution