



**Registration of a Charge**

Company Name: **GEOACTIVE LIMITED**

Company Number: **SC362013**



Received for filing in Electronic Format on the: **15/06/2023**

XC5RP7CO

**Details of Charge**

Date of creation: **12/06/2023**

Charge code: **SC36 2013 0003**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **SECURITY OVER CASH DEPOSITS**

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

Certified by: **HSBC UK BANK PLC**



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

Company number: 362013

Charge code: SC36 2013 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th June 2023 and created by GEOACTIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2023 .

Given at Companies House, Edinburgh on 15th June 2023

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**

## AUTHORITY OVER DEPOSITS

This letter is delivered on 12<sup>th</sup> June 2023

TO: HSBC UK BANK PLC

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Authority over Deposits Details	
Us/We	Geoactive Limited with registered number SC362013
You/Your	HSBC UK Bank plc, or another entity that it transfers, assigns or sells its rights and/or obligations under this letter to.
Debt	Any amounts owed by us to you whether now or in the future and whether owed jointly or severally (the 'Debt')

Bank Reference: SC4112372868

## 1. MEANING OF CERTAIN WORDS

- 1.1 The definitions in the Key Authority over Deposits Details table apply to the rest of this letter.
- 1.2 In this letter:
- 1.2.1 a person includes a body corporate;
  - 1.2.2 when we use the singular, that includes the plural and vice versa;
  - 1.2.3 when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;
  - 1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';
  - 1.2.5 when we use the term 'this letter' we mean this letter;
  - 1.2.6 when we use the term 'party' we mean a party to this letter;
  - 1.2.7 when we use the term 'account' we mean the bank account(s) described in the schedule to this letter;
  - 1.2.8 when we use the term 'deposit' we mean:
    - (a) the principal sums from time to time standing to the credit of the account; and/or
    - (b) the deposit(s) as renewed from time to time and described in the schedule to this letter,plus, in each case, the interest accrued in respect of those principal sums which, when due, will be added to those principal sums;
  - 1.2.9 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies;
  - 1.2.10 when we use the term 'LLP' we mean a limited liability partnership under the Limited Liability Partnerships Act 2000; and
  - 1.2.11 if there is more than one of us, our liabilities to you in this letter will be joint and several.

## 2. IF WE ARE A PARTNERSHIP OR TRUSTEES OF A TRUST

All partners or trustees from time to time shall be jointly and separately liable under this letter where we are a partnership or a trust and it includes all partners or trustees, even if the constitution or name changes, we amalgamate or the partners or trustees change for any reason.

## 3. AUTHORITY OVER DEPOSITS

- 3.1 We hereby irrevocably authorise you from time to time to apply all or any part of the deposit to discharge any part of the Debt which is due to you but which we have not paid.
- 3.2 For the purpose of clause 3.1 above, you may convert one currency into another at the HSBC Exchange Rate. References in this clause to currency includes funds of that currency and you may convert funds of one currency into different funds of the same currency. We will indemnify you on demand against any costs or losses that you incur because of that conversion.

### **What's the HSBC Exchange Rate?**

This is the rate you use to convert payments to and from currencies other than the currency of our payment. It's based on the foreign currency market for each currency you offer so changes constantly. The rate will

depend on the size of the payment and whether you are buying currency (because we are receiving a payment) or selling currency (because we are/ am making a payment).

- 3.3 Nothing in this letter prevents you from exercising any right of set-off which you may have (however such right may arise) or any right to combine all or any of our bank accounts, including the account and the deposit.

#### 4. **CONFIRMATIONS TO YOU**

we confirm that:

- 4.1 the deposit or any part of it shall not constitute a debt owed by you to us; and
- 4.2 unless you agree otherwise, when the deposit reaches its scheduled maturity (or the scheduled maturity of any renewal) it shall be renewed for such period as you may in your discretion determine at the rate which you are then offering for like deposits.

#### 5. **OBLIGATIONS TO YOU**

While this letter is in place, we undertake and agree not to:

- 5.1 dispose of or transfer, the deposit or any part of it;
- 5.2 create or allow to exist any security over the deposit or any part of it other than in your favour or expressly permitted in any other agreement between you and us; or
- 5.3 make withdrawals of, or receive, the deposit or any part of it unless we are permitted to do so by the schedule to this letter.

#### 6. **FURTHER ASSISTANCE WE WILL PROVIDE**

- 6.1 While this letter is in place we will, if you ask us, fully co-operate with you and do what you reasonably ask us to do:

6.1.1 in connection with:

- (a) any interest conferred or intended to be conferred on us by; or
  - (b) any of our rights, powers or remedies under,
- this letter.

6.1.2 to create, perfect or protect any authority intended to be created by this letter.

#### 7. **EFFECTIVENESS OF AUTHORITY**

##### 7.1 **Continuing Authority**

- 7.1.1 The authority created by this letter and our obligations under it shall remain in full force and effect until this letter is terminated in accordance with clause 8 below, even if any of the following or any other matter or thing occurs:

- (a) we or any other person:
  - (i) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;
  - (ii) undergoes a change in members or status (legal or otherwise);
- (b) you:

- (i) accept intermediate payment or discharge in whole or in part of the Debt;
  - (ii) make any new facility available to us or extend, increase, amend, renew or otherwise vary or waive the Debt or the terms of any facility or this letter, in any such case however fundamentally and whether or not resulting in the Debt or this letter becoming more onerous;
  - (iii) take any action (or do not take any action) against us or any other person in respect of any assets which we might hold;
  - (iv) agree to release any other guarantee or security or to enter into a payment plan with us or any other person;
  - (v) grant time, waiver or consent to us or any other person;
  - (vi) transfer any of our rights under this letter or the Debt;
  - (vii) do, or fail to do, anything which might affect the enforceability of this letter;
- (c) any other agreement or security granted by us or any other person is not enforceable.

7.2 we waive any right we may have of first requiring you to proceed against or enforce any other rights or security or claim payment from any person before exercising your rights under this letter.

7.3 Until this letter is terminated in accordance with clause 8 below, we will not exercise any rights which we may have as a result of performing our obligations under this letter:

- 7.3.1 to be indemnified by any other party who has obligations under this letter;
- 7.3.2 to claim any contribution from any other party who has obligations under this letter;
- 7.3.3 to take the benefit of any of your rights under this letter or of any other guarantee or security taken by you pursuant to, or in connection with, this letter;
- 7.3.4 to bring legal or other proceedings for an order requiring any other party who has obligations under this letter to make any payment, or perform any obligation, in respect of which any guarantee, undertaking or indemnity has been given by any other party who has obligations under this letter;
- 7.3.5 to exercise any rights of set-off against any other party who has obligations under this letter;
- 7.3.6 to claim or prove as a creditor of any other party who has obligations under this letter in competition to us.

If we receive any benefit, payment or distribution in relation to such rights we shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to you under or in connection with this letter to be repaid in full on trust for you and we shall promptly pay or transfer it to you.

## 8. TERMINATION OF THIS LETTER

8.1 The authority created by this letter and your rights and our obligations under this letter shall terminate when:

- 8.1.1 the Debt has been unconditionally and irrevocably paid and discharged in full; and
- 8.1.2 no further Debt is capable of being outstanding.

## 9. NO LIABILITY AS CREDITOR

9.1 We will not be liable in respect of any of the Deposit or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with the Deposit.

9.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this letter and any of our officers, employees or agents may rely on this clause.

## 10. INDEMNITY

10.1 we will indemnify you on demand against any costs, losses or liabilities you incur:

10.1.1 because of a breach by us of this letter; or

10.1.2 in exercising any powers or purported powers under or in connection with this letter.

## 11. TRANSFER OF RIGHTS

11.1 we can't transfer any of our rights and obligations under this letter.

11.2 You can transfer any of your rights and obligations under this letter to anyone. we agree to sign any additional documents that are required to carry out any such transfer as soon as possible after you ask.

## 12. SHARING OF INFORMATION

We consent to you sharing any information about us, this letter, the account, the deposit or the Debt with:

12.1 any person that you might transfer or have transferred your rights to under this letter or the Debt;

12.2 any person that you might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;

12.3 any company within the HSBC Group;

12.4 any rating agency so it can carry out its normal rating activities;

12.5 any person that we have to share that information with in connection with any litigation or similar proceedings;

12.6 any person that we are required or requested to share that information with by any court, regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;

12.7 any insurer who is or who proposes to provide insurance to us in respect of the Debt; and

12.8 any affiliates or professional advisers of any of the above persons.

## 13. NOTICES

### 13.1 Communication by post

If you send a letter to us, at our last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this letter 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where you, as a bank, are open for business.

### 13.2 Communication by electronic channel

If you send an email to us or use a platform or other electronic channel, the email will be deemed to be received at the time it is sent or, as applicable, at the time the notice or demand is notified to us on the relevant platform or electronic channel.

## 14. DELIVERY

### 14.1 Counterpart execution

This letter may be executed in any number of counterparts and by the parties on separate counterparts.

### 14.2 Delivery where this letter is executed in counterpart

Where executed in counterpart:

14.2.1 this letter shall not take effect until all of the counterparts have been delivered;

14.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

14.2.3 the parties may choose to evidence the date of delivery of this letter by inserting this on the front page of this letter.

### 14.3 Delivery where this letter is not executed in counterpart

If this letter is not executed in counterparts, this letter shall be delivered on the date inserted on the front page of this letter or, if no such date is inserted, the date on which the last party has signed this letter.

### 14.4 Appointment of nominated person

The parties to this letter, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (**Counterparts Act**), may nominate a person to take delivery of all counterparts of this letter. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this letter.

## 15. THIRD PARTY RIGHTS

15.1 Unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contracts (Third Party Rights)(Scotland) Act 2017 to enforce, or enjoy the benefit of, any term of this letter.

15.2 The consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

## 16. GOVERNING LAW & JURISDICTION

16.1 Scots law governs this letter, its interpretation and any non-contractual obligation arising from or connected with it.



16.2 we and you submit to the exclusive jurisdiction of the courts of Scotland in relation to all matters (including non-contractual) arising from or in connection with this letter.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages and the schedule annexed as relative hereto are executed as follows:

This is an important legal document. HSBC Bank UK plc recommends that each Depositor obtains independent legal advice and makes sure that it understands it before each Depositor signs it.

Executed as a deed by

Geoactive Limited  
acting by a  
director

DEREK CROMBIE  
(name of director)

Director

{REDACTED}

in the presence of:

Signature of Witness

{REDACTED} {REDACTED}

Print full name

KERI FRASER

Address

{REDACTED}

Occupation

ACCOUNTANT

OR

Executed as a deed by

Geoactive Limited  
acting by  
two directors or a director and the  
secretary

DEREK CROMBIE  
(name of director)

Director

{REDACTED}

ABDUL MULA  
(name of director/secretary)

Director/Secretary

{REDACTED}

{REDACTED}

**This is schedule referred to in the preceding Authority over Deposits by Geoactive Limited in favour of HSBC UK Bank plc**

**Schedule**

**Accounts and deposits**

Your current account (account number: {REDACTED} sort code: {REDACTED})

**{REDACTED}**