



Registration of a Charge

Company Name: **MEETING AND EVENT ORGANISERS LTD**

Company Number: **SC442461**



Received for filing in Electronic Format on the: **23/11/2021**

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Details of Charge

Date of creation: **05/11/2021**

Charge code: **SC44 2461 0001**

Persons entitled: **RB B.V.**

Brief description: **ALL ITS PROPERTY, UNDERTAKINGS, ASSETS (INCLUDING UNCALLED CAPITAL) AND RIGHTS OWNED NOW OR IN THE FUTURE. CONTAINS FLOATING CHARGE. FLOATING CHARGE COVERS ALL THE PROPERTY OR UNDERTAKING OF THE COMPANY. CONTAINS NEGATIVE PLEDGE**

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: **HUGH KERR, DIRECTOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 442461

Charge code: SC44 2461 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th November 2021 and created by MEETING AND EVENT ORGANISERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2021 .

Given at Companies House, Edinburgh on 23rd November 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**

BOND and FLOATING CHARGE

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by

MEETING AND EVENT ORGANISERS LIMITED

in favour of

RB B.V.

WE, MEETING AND EVENT ORGANISERS LIMITED a company incorporated under the Companies Acts whose registered office is at 200 St. Vincent Street, Glasgow, Scotland, G2 5SG (company number SC442461) ("the Company") in security of all sums of principal and relative interest, penalties, costs, charges and expenses and other obligations of whatever nature due and that may at anytime or from time to time become due by the Company to **RB B.V.** a company organized and existing under the laws of Netherland, having its address at Strawinskylaan 411, 1077 XX Amsterdam, The Netherlands, ("RB B.V.") on any account whatsoever and/or for which the Company is or may at any time be or become liable or responsible to **RB B.V.** in any manner of way or in any respect whatsoever and whether as principal or cautioner or guarantor or surety or otherwise howsoever hereby grant in favour of **RB B.V.** and its successors and assignees whomsoever a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while this floating charge is in force, comprised in the Company's property and undertaking.

PROVIDING and DECLARING ALWAYS that:-

1. All or any sums due or owing or incurred by the Company to **RB B.V.** ("the Secured Obligations") shall be repaid or discharged by the Company on demand unless otherwise agreed in writing from time to time between the Company and **RB B.V.** whether before or after the execution hereof.
2. The floating charge hereby created shall, except as may otherwise be previously agreed in writing by **RB B.V.** and subject to sub-section (2) of Section 464 of the Companies Act 1985 as the same may from time to time be amended or re-enacted (which Act as so amended or re-enacted is hereinafter referred to as "the Act"), rank prior to any fixed security within the meaning of sub-section (1) of Section 486 of the Act and to any other floating charge which shall be created by us after the date hereof.
3. The Company shall, if so required by **RB B.V.**, grant in favour of **RB B.V.** such fixed or specific security or charge over the Company's property as **RB B.V.** may reasonably require.
4. **Company's Obligations**
The Company will pay to **RB B.V.** on demand all the Company's Obligations. The **Company's Obligations** are all the Company's liabilities to **RB B.V.** (present, future, actual or contingent and whether incurred alone or jointly with another) and include:
 - 4.1 **Interest** at the rate charged by **RB B.V.**, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by **RB B.V.**
 - 4.2 Any expenses **RB B.V.** or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
 - 4.2.1 the **Property** charged by Clause 5. References to **Property** include any part of it.
 - 4.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed

5. Floating Charge

- 5.1 The Company, as a continuing security for the payment on demand of the Company's Obligations, gives to RB B.V. a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 5.2 Any fixed charge given by the Company to RB B.V. will rank in priority to the floating charge.
- 5.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Company after completion of this deed, unless RB B.V. agrees otherwise.

6. Restrictions

The Company will not, without RB B.V.'s consent:

- 6.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of RB B.V.
- 6.2 dispose of any of its Land. References to Land are to any interest in heritable, freehold or leasehold land.
- 6.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 6.4 dispose of any other property, assets or rights, other than in the ordinary course of business.
- 6.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 6.6 call on, or accept payment of, any uncalled capital.

7. Property Undertakings

The Company will:

- 7.1 permit RB B.V. at any time to inspect the Property.
- 7.2 keep all Property of an insurable nature comprehensively insured (including if requested by RB B.V., terrorism cover) to RB B.V.'s reasonable satisfaction for its full reinstatement cost. In default, RB B.V. may arrange insurance at the Company's expense.
- 7.3 hold on trust for RB B.V. all proceeds of any insurance of the Property. At RB B.V.'s option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Company's Obligations.

- 7.4 where required by RB B.V., deposit with RB B.V. all insurance policies (or copies where RB B.V. agrees), and all deeds and documents of title relating to the Property.
- 7.5 keep the Property in good condition.
- 7.6 not, without RB B.V.'s consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 7.7 pay all the money the Company receives in respect of book and other debts into an account with RB B.V. RB B.V. may specify the relevant account.

8. Investigating Accountants

RB B.V. may require the Company to appoint a firm of accountants to review its financial affairs, if:

- 8.1 any of the Company's Obligations are not paid when due.
- 8.2 RB B.V. considers that the Company has breached any other obligation to RB B.V.
- 8.3 RB B.V. considers any information provided by the Company to be materially inaccurate.

Any review required will take place within 7 days of RB B.V.'s request (or longer if RB B.V. agrees). The firm, and the terms of reference, must be approved by RB B.V. The Company (and not RB B.V.) will be responsible for the firm's fees and expenses, but RB B.V. may make payment and the Company will repay RB B.V. on demand.

9. Enforcement

In addition to RB B.V.'s statutory rights, the floating charge will become enforceable and RB B.V. may appoint an administrator or receiver, if:

- 9.1 RB B.V. demands payment of any of the Company's Obligations.
- 9.2 the Company asks RB B.V., or RB B.V. receives notice of intention, to appoint an administrator or an administration application is made.
- 9.3 a meeting is called or a petition is presented for liquidation of the Company.
- 9.4 any security is enforced in respect of any assets of the Company.

10. Certificate of Company's Obligations and Consent to Registration

A certificate signed by a RB B.V. official as to the amount of the Company's Obligations will be binding on the Company, except if there is an obvious error. The Company consents to the registration of this deed and the certificate for preservation and execution.

11. Appointment of Receiver or Administrator

RB B.V. may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Company. If RB B.V. appoints a receiver, RB B.V. may fix and pay the receiver's fees and expenses. The receiver will be the Company's agent and the Company (and not RB B.V.) will be responsible for the acts, defaults and remuneration of the receiver.

12. Powers of RB B.V. and receivers

12.1 RB B.V. or any receiver may:

12.1.1 carry on the Company's business.

12.1.2 enter, take possession of, and/or generally manage the Property.

12.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.

12.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by RB B.V. or a receiver under this power.

12.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.

12.1.6 complete any transactions by executing any deeds or documents in the name of the Company.

12.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.

12.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

12.1.9 call up any uncalled capital with all the powers conferred by the Company's articles of association.

12.1.10 employ advisers, consultants, managers, agents, workmen and others.

12.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

12.1.12 do any acts which RB B.V. or a receiver considers to be incidental or beneficial to the exercise of their powers.

12.2 A receiver may borrow and secure the repayment of any money, in priority to the Company's Obligations.

12.3 Joint receivers may exercise their powers jointly and separately.

- 12.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 12.5 RB B.V. may exercise any of its powers even if a receiver has been appointed.
- 12.6 RB B.V. may exercise any rights attached to any charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise, RB B.V. will only exercise those rights as instructed by the Company.
- 12.7 RB B.V. may set off any amount due from the Company against any amount owed by RB B.V. to the Company. RB B.V. may exercise this right, without prior notice, both before and after demand. For this purpose, RB B.V. may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 12.8 Any credit balance with RB B.V. will not be repayable, or capable of being disposed of, charged or dealt with by the Company, until the Company's Obligations both before and after demand have been paid in full. RB B.V. allowing the Company to make withdrawals will not waive this restriction in respect of future withdrawals.

13. Application of Payments

- 13.1 RB B.V. may apply any payments received for the Company to reduce any of the Company's Obligations, as RB B.V. decides.
- 13.2 If RB B.V. receives notice of any charge or interest affecting the Property, RB B.V. may suspend the Company's account(s) and open a new account or accounts. Regardless of whether RB B.V. suspends the account(s), any payments received by RB B.V. for the Company after the date of the notice will be applied first to repay the Company's Obligations arising after that date.

14. Preservation of Other Security and Rights and Further Assurance

- 14.1 The deed is in addition to any other security or guarantee for the Company's Obligations held by RB B.V. now or in the future. RB B.V. may consolidate the 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 RB B.V.'s other rights.
- 14.2 On request, the Company will execute any deed or document, or take any other action required by RB B.V., to perfect or enhance RB B.V.'s security under the deed.

15. Power of Attorney

To give effect to the deed and secure the exercise of any of their powers, the Company irrevocably appoints RB B.V., and separately any receiver, to be the Company's

attorney (with full power of substitution and delegation), in the Company's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

16. Consents, Notices and Demands

- 16.1 All consents, notices and demands must be in writing.
- 16.2 RB B.V. may deliver a notice or demand to the Company at its registered office or at the contact details last known to RB B.V.
- 16.3 A notice or demand signed by an official of RB B.V. 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.
- 16.4 A notice from the Company to RB B.V. will be effective on receipt.

17. Transfers

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

18. Law

- 18.1 Scots law applies to this deed and the Scottish courts have exclusive jurisdiction.
- 18.2 For the benefit of RB B.V., the Company irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a decree or ruling in any proceedings in connection with the deed in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.

Subscribed for the Company at 200
St Vincent Street, Glasgow, G2 5SG
On 5th November 2021 before this witness



Director

Signed by the Director in the presence of:

Witness' signature



Witness' name in full

LYNSEY GILLIES

Address

200 ST VINCENT STREET,
GLASGOW

Occupation

PA TO CLINICAL DIRECTOR
