



**Registration of a Charge**

Company Name: **QUEST DENTAL LTD**

Company Number: **SC501908**



Received for filing in Electronic Format on the: **16/10/2023**

XCE9VNAS

**Details of Charge**

Date of creation: **12/10/2023**

Charge code: **SC50 1908 0003**

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

Certified by: **ALEXANDRA HALL**



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

Company number: 501908

Charge code: SC50 1908 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th October 2023 and created by QUEST DENTAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2023 .

Given at Companies House, Edinburgh on 16th October 2023

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



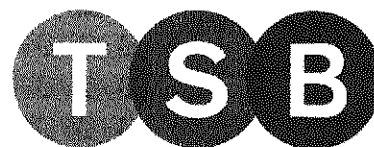
**Companies House**



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

CUSTOMER REFERENCE

EP3114



Assignment – Direct (Policyholder Limited Company/  
Limited Liability Partnership)

SAVE FORM

PRINT FORM

To

TSB Bank plc

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This Assignment is given by:

Name

Quest Dental Ltd

Registered Number

SC501908

Address

3/4 Ochilview Square  
Armadae, Bathgate  
West Lothian, Scotland

Postcode EH48 3EP

Please insert name  
of Policyholder.

Please insert the  
Registered Office address  
of the Policyholder.

Please insert additional  
Policyholder name(s),  
Registered Number(s)  
and Registered Office  
address(es).

(the "Policyholder") in favour of **TSB BANK PLC** a company incorporated in Scotland under the Companies Act  
(Registered Number SC95237) (the "Bank") whose office for communications is:

**Securities Team, TSB Bank plc, Ariel House, 2136 Coventry Road, Sheldon, Birmingham B26 3JW.**

or such other office as the Bank may notify to the Policyholder in writing for this purpose (the "Bank's Office").

Address of the Bank's  
Office for communications.

Please insert details of the  
Policy or Policies assigned.

in respect of

Insurance Company

AVIVA

Life/Lives Assured

Asha Bharadwaj

Policy Number

BPL05VGMV

Policy Date

0 2 1 0 2 0 2 3

Insurance Company

Life/Lives Assured

Policy Number

Policy Date

D D M M Y Y Y Y

(the "Policy") and in each case including each endorsement to such Policy as applies from time to time and all rights and advantages (including bonuses, additions and profits) accruing or arising in respect of or incidental to such policy at any time (whether before, on or after the date when the Policyholder signs this Assignment) for the obligations of the Policyholder.

## 1 Definitions and Interpretation

### 1.1 In this Assignment:

- (a) when we use the word "we" we mean the Bank as described above and words such as "our", "us" etc. should be read in this way;
- (b) when we use the word "you" we mean the Policyholder mentioned above and words such as "your", "yours" etc. should be read in the same way; and

### 1.2 In this Assignment the following words and expressions shall have the following meanings:

- (a) **"Policyholder's obligations"** means all sums and obligations currently due and all sums and obligations which will or may become due or may be accruing due by the Policyholder and/or for which the Policyholder is or may become liable or responsible to the Bank in any way or in any circumstances, whether alone or jointly with any other person or persons and whether as principal debtor, cautioner, guarantor, indemnifier or surety or otherwise, including:
  - (i) all and any sums representing principal, interest, first payment, instalment, deferred payment, initial advance, rental, insurance premiums, licence fees, discount, commission, charges, damages, costs, liabilities, fees and expenses whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit, hire purchase agreement, conditional sale agreement, credit sale agreement, lease or hire agreement, guarantee or other form of financial accommodation (whether granted by the Bank on behalf of the Policyholder or by the Policyholder to the Bank) or arising out of this Assignment;
  - (ii) the full amount no matter how incurred of any costs, liabilities, fees and expenses paid, incurred or charged by the Bank in connection with preparing and intimating and/or registering this document or in perfecting or enforcing this Assignment or in obtaining payment or performance of all sums and obligations secured or intended to be secured by this Assignment;
  - (iii) interest at the Default Rate on any amount which the Policyholder fails to pay to the Bank on the due date and on any loss, costs, liability, fee or expense incurred by the Bank in terms of this Assignment, payable for the period from the date the amount is demanded or, in the case of any loss, costs, liability, fee or expense incurred by the Bank, if earlier, from the date the same is incurred until full discharge, and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (in the case of interest charged by reference to the Bank's base rate) on the Bank's usual charging dates in each year and (in the case of interest charged by reference to the cost of funding in the London Interbank Market or other market) at the end of each period as is selected by the Bank pursuant to Sub-Clause 1.2(b) (i) or at three monthly intervals whichever is the shorter;
- (b) **"Default Rate"** means a rate of interest accruing on a daily basis
  - (i) in the case of an amount denominated in Sterling, at the rate of two percentage points above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; or
  - (ii) at the highest rate payable from time to time by the Policyholder to the Bank(whichever is the higher).

### 1.3 In this Assignment:

- (a) the expressions the "Policyholder" and the "Bank", where the context admits, includes their respective successors and/or assignees;

- (b) expressions in the singular include the plural and vice versa, expressions in one gender include each other gender and a reference to a part of a thing includes the whole of it;
- (c) some expressions are given defined meanings in Clause 1.4 or above which will apply in each place such expressions are used in this Assignment;
- (d) a different meaning from that referred to in or given in Clause 1.4 or above will only apply if that is clearly intended by the context in which it is used;
- (e) several terms of this Assignment use general words in conjunction with one or more specific examples (for emphasis and other reasons). These specific examples do not affect the breadth of meaning of the general terms. Furthermore, except where stated, the breadth of one term of this Assignment is not limited by any other term;
- (f) each reference to any law in this Assignment will include any amendments made to it previously or at any time in the future and each direct or indirect replacement of it. To the extent that this Assignment relates to anything or any person in any place outwith Scotland, expressions used in this Assignment will be deemed to include analogous expressions appropriate to that other place;
- (g) each reference to any Clause by number in this Assignment is a reference to the relevant clause of this Assignment; and
- (h) the various headings in this Assignment are for ease of reference and do not affect interpretation.

### 1.4 Unless the context requires otherwise:

- (a) **"Assignment"** means this Assignment;
- (b) **"damages"** means any damages, losses or claims (including, without limitation, claims for recompense or restitution), whether or not their extent is fixed or liquidated or capable of being ascertained by fixed rules;
- (c) **"person"** includes an individual, company, limited liability partnership, joint venture, society or unincorporated association, organisation or body of persons (including a trust and a partnership) and any government, governmental agency or para-statal organisation (in each case whether or not having legal personality). References to a person shall include that person's successors and assignees. If that person is not a human being those references will also include any person to whom any of its assets (or any interest in any of its assets) is transferred or passed as a result of a merger, division, reconstruction or other reorganisation. If that person is a partnership those references shall include each of the persons who is or becomes a partner of the partnership at any time, irrespective of whether that partnership will at any time be dissolved or reconstituted or will be the subject of any change in its name or constitution;
- (d) **"Proceeds"** means each kind of payment or benefit (whether or not involving money) payable under the Policy or any part of the Policy;
- (e) **"Secured Assets"** means the Policy, the Proceeds and the other assets assigned to the Bank in Clause 2; and
- (f) **"Value Added Tax"** includes any form of sales or turnover tax.

## 2 Assignment of the Policy

### 2.1 In security of the Policyholder's obligations, you assign to the Bank:

- (a) the Policy;
- (b) the Proceeds; and
- (c) the full benefit of all your rights and powers of any type in respect of the Policy and/or the Proceeds.

## 3 Your Undertakings

- 3.1 You agree not to create or attempt to create any security in favour of any person other than the Bank over or in relation to the Secured Assets.
- 3.2 As soon as they are due you must pay all the life insurance premiums, other premiums and any other charges needed to keep the Policy in force. If we ask you to, you must immediately show us the receipts. You must perform in full and on time all obligations and undertakings binding on you or expected of you in terms of the Policy.



3.3 You must keep the Policy completely up to date and free of restrictions and not do anything that will or could adversely affect the Secured Assets.

3.4 You must not do anything:

- (a) that might affect the validity of the Policy;
- (b) that might make you liable to pay a higher premium on the Policy; or
- (c) that might prevent the Bank from receiving any of the Proceeds.

3.5 If there is any risk that the Policy might become invalid you must at your own expense do anything necessary to put it back on a sound footing. You must do everything necessary (or which we consider appropriate) to ensure that no part of the Policy becomes void, voidable or unenforceable and to ensure that nothing will prevent us from receiving the benefit of the Secured Assets.

3.6 You will not take out or maintain any policy other than the Policy if a claim under such other policy would result in the operation of any average clause in the Policy.

3.7 If the Policy or any part of the Policy becomes voidable, you will forthwith at your own expense do all things necessary or which we consider appropriate to restore the Policy or that part.

3.8 If the Policy or any part of the Policy lapses or becomes void or unenforceable for any reason you must take out a new policy at once at your own expense. This new policy must be with an insurance company approved by us and be on terms and conditions which we consider appropriate to make it a satisfactory replacement.

3.9 You will arrange for extra life cover at your own expense if we decide at any time that the Proceeds payable at the maturity date of the Policy are likely to be less than the amount guaranteed on the Policyholder's death.

Where we require such extra life cover we shall tell you:

- (a) how much extra cover we require to meet the shortfall;
- (b) which insurance company to arrange it with, subject to reasonable discretion; and
- (c) the name which is to appear on the Policy as the Policyholder, whether it be yours or anyone else's.

3.10 At your own expense you must sign and deliver the documents necessary to arrange for the issue of any policy required by us under Clauses 3.7, 3.8 or 3.9 and must immediately grant us an assignment in security over that policy and its proceeds in such form as we specify.

#### **4 Your Warranties**

4.1 By signing this Assignment you warrant and confirm to us that at the date of signing this Assignment:

- (a) the Policy is valid and in force and no person other than the Bank holds any security in respect of the Policy or any part of the Policy;
- (b) all sums due in respect of the Policy have been paid;
- (c) you have deposited with us all documents that relate to the Policy and your rights to any part of the Secured Assets (other than any documents we have agreed in writing need not be so deposited);
- (d) you have disclosed in writing to us each aspect of the Policy and each right held by any other person in relation to the Policy which might be considered by us to be material in relation to the adequacy of the Policy as security for the Policyholder's obligations; and
- (e) the Policyholder is named as the policyholder on the Policy.

#### **5 Dealings with Third Parties**

5.1 As far as the buyer of the Secured Assets or anyone else dealing with us is concerned, our rights start on the date you sign the Assignment. No-one dealing with us in connection with the Policy:

- (a) needs to check that we are exercising our rights properly and fairly;
- (b) needs to question what we do with any money paid to us;
- (c) needs to check whether our rights are exercisable; or
- (d) needs to question whether any of the Policyholder's obligations remain outstanding.

5.2 Any receipt signed by an employee of the Bank or on our behalf and given to a third party is sufficient confirmation for all purposes so far as that third party is concerned that the amount on the receipt has been paid.

#### **6 Continuing Nature and Independence of this Assignment**

6.1 This Assignment is additional security for the Policyholder's obligations. It is completely separate from and will not merge with or otherwise prejudice or affect any other guarantees or securities which we hold now or in the future for the Policyholder's obligations. If we do hold other guarantees or securities and we give one or all of them up or sell them or claim under them your responsibilities under this Assignment will not be reduced or affected in any way.

6.2 The security created by this Assignment will not be affected by any fluctuations in the balance of any sums comprised in the Policyholder's obligations or by the existence at any time of a nil or credit balance on any current or other account.

#### **7 Partnership**

7.1 If the Policyholder is a partnership, this Assignment shall apply to all money or liabilities or other sums due, owing or incurred in the name of the partnership (notwithstanding the death or retirement or removal of any partner or partners) until the Bank receives written notice of dissolution of the partnership.

7.2 If the dissolution is due solely:

- (a) to the retirement or death or removal of a partner or partners, then this Assignment shall not thereby be determined except at the option of the Bank;
- (b) to the introduction of a new partner or partners into the firm, then this Assignment shall continue and apply (in addition to all money and liabilities due, owing or incurred by the old partnership to the Bank) to all money and liabilities due, owing or incurred to the Bank from or by the new partnership thereby constituted as though there had been no change in the partnership as previously constituted, or from or by any former partner of the old partnership who carries on the business of the old partnership as a sole trader.

#### **8 Unenforceability of Policyholder's obligations**

8.1 Any money and liabilities which would form all or part of the Policyholder's obligations and which cannot be recovered or cannot for the time being be recovered by the Bank from the Policyholder on account of having become void, voidable, invalid or unenforceable for any reason whatsoever shall nevertheless be secured by and recoverable under this Assignment, whether or not any fault (including negligence) can be attributed to the Bank.

#### **9 Disclosure**

9.1 You will notify us in writing immediately upon each occasion you become aware that:

- (a) any notice or order, or any proposal for a notice or order, has been issued in relation to any part of the Secured Assets in connection with any law;
- (b) any notice demanding payment of an overdue amount is issued in relation to any part of the Policy;
- (c) any person is in breach of any term of the Policy;
- (d) any event has occurred which may give rise to a claim under the Policy;
- (e) notice is given to terminate the Policy or any part of the Policy or the Policy or any part of the Policy has been or is about to be cancelled or materially modified;
- (f) it is alleged or appears that the Policy or any part of the Policy may be avoided or repudiated or be or become void, voidable or unenforceable or that the total sum assured (including any bonuses, additions, profits or other advantages) or the then surrender value or other rights may be reduced or lost for any reason; or
- (g) you have not fully and punctually complied with or it is likely that you will not fully and punctually comply with any of the Policyholders obligations.

9.2 You will also notify us in writing immediately you become aware that any of the above things is or has been threatened or may be about to occur. You will provide us immediately with any information (including documents) which we may request in relation to any of these matters.



9.3 If requested by us, you will immediately join with us and assist us in taking all action (including making representations and appeals) which we consider appropriate in relation to each of such matters. You will pay all of our expenses in taking that action or considering and/or exploring the possibility of taking such action.

#### 10 Monitoring and Remedial Action

10.1 You authorise us to take any action we consider appropriate to ascertain whether or not you have fully complied with your obligations under this Assignment and/or to ascertain the extent to which the Policy remains an appropriate and adequate security for the Policyholder's obligations. In particular if we request it, you will immediately produce to us evidence in relation to those matters we consider appropriate.

10.2 We may, but will not be obliged to, do anything, including paying premiums, which we consider necessary or desirable to avoid, lessen or make good the effect of any non-compliance by you with your obligations under this Assignment. We may exercise our rights under this Clause if you do not comply with or we believe that you may not comply with the terms of this Assignment or if any person, we believe, is about to do anything which would directly or indirectly lead to such non-compliance. We may do anything we consider appropriate to comply with any requirement (whether under any law or otherwise) which affects or may affect the extent to which the Policy remains an appropriate and adequate security for the Policyholder's obligations.

#### 11 The action we can take to enforce our rights

11.1 If:

- (a) you are in breach of any of your obligations under this Assignment;
- (b) any statement you have made in this Assignment proves to be untrue and/or misleading in any respect which we consider to be material; or
- (c) we have demanded that you pay or perform any of your obligations, then we have the right:
  - (a) to sell, assign, cash-in or surrender the Policy;
  - (b) to make the Policy fully paid up;
  - (c) to arrange, effect, maintain, renew, claim under, settle or replace the Policy or any part of the Policy;
  - (d) to settle, adjust or compromise any claims or disputes which may arise in connection with the Secured Assets;
  - (e) to bring, take, defend, compromise, refer to arbitration and discontinue any proceedings in relation to such matters; and
  - (f) to make any other arrangements we choose in connection with the Policy.

11.2 Irrespective of whether or not Clause 11.1 applies, we can at any time claim the Proceeds due under the Policy.

11.3 We are not responsible to you for any financial loss that follows from our selling or surrendering the Policy or from exercising any of our other rights under Clause 11.1, or from not doing so, unless there has been fraud by us.

#### 12 Fees, Costs etc.

12.1 Any expenses whatsoever incurred by the Bank in connection with this Assignment will be part of your obligations.

12.2 If any payment made by the Bank under this Assignment includes an amount in respect of Value Added Tax, or if any payment due to the Bank under this Assignment shall be in reimbursement of any expenditure by or on behalf of the Bank which includes an amount in respect of Value Added Tax, then such an amount will be payable by the Policyholder to the Bank on demand.

12.3 The Policyholder agrees to pay fees charged by the Bank for the time spent by the Bank's officers, employees or agents in dealing with any matter relating to this Assignment. Such fees will be payable at such rate as may be reasonably specified by the Bank.

#### 13 Conclusive Evidence

13.1 Any notice given by the Bank specifying the amount of all or part of the Policyholder's obligations at any time will be conclusive and binding on the Policyholder for all purposes (save for manifest error). The amount to be specified by the Bank may be calculated by the Bank on the assumption that all of the Policyholder's obligations are then due and payable (including any which would not actually become due and payable unless certain conditions were to occur or be fulfilled).

#### 14 Payment without Deduction

14.1 All payments to be made by the Policyholder under this Assignment will be made:

- (a) without any set-off, retention, compensation, condition or counterclaim; and
- (b) free and clear of any deductions or withholdings of whatsoever nature.

#### 15 Currency Conversion

15.1 For the purposes of the Bank exercising any rights or determining any amount under this Assignment, the Bank may convert each amount received by the Bank in relation to this Assignment held by the Bank on your account into another currency. The conversion will be done at the Bank's spot rate for selling the currency or currency unit of the Policyholder's obligations for the currency or currency unit so received or held prevailing at or about 11.00 a.m. on the relevant date, or at a rate which the Bank considers reflects the prevailing rate of exchange in the appropriate currency market.

15.2 If at any time the currency in which all or any of the Policyholder's obligations are denominated is, or is due to be, or has been, converted into the Euro or any other currency or currency unit as a result of a change in law or by agreement with the Bank, then neither this Assignment nor the Policyholder's obligations shall be discharged or terminated as a consequence and the Bank may in its sole discretion direct that all or any of the Policyholder's obligations shall be paid in the Euro or such other currency or currency unit.

#### 16 Untenability, Partial Invalidity

16.1 Each of the provisions of this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes illegal, invalid or unenforceable for any reason under the laws of any jurisdiction, such illegality, invalidity or unenforceability will not affect its legality, validity or enforceability in any other jurisdiction or make illegal or invalidated or make unenforceable any other provision of this Assignment.

#### 17 Transfers by the Bank

17.1 The Bank may assign this Assignment to any other bank or person and may disclose to such bank or person or to any other person such information concerning the financial affairs of the Policyholder as the Bank, in its absolute discretion, considers appropriate.

17.2 Each of the Bank's rights in relation to this Assignment is freely and separately assignable or transferable by the Bank. On request by the Bank, we will immediately sign and deliver to the Bank any form of instrument required by the Bank to confirm or facilitate any such assignment and/or transfer.

#### 18 Discharge

18.1 Any discharge which is granted or made on the faith of any payment, security or disposition which is invalid, avoided or declared void or repayable or repaid on the insolvency of the Policyholder, or any other person will be invalid and the Policyholder's obligations and this Assignment will continue to be enforceable as if the discharge or restriction had never been granted or made.

#### 19 Notices and Demands

19.1 Any notice by the Bank may, but does not need to, bear the signature of any officer or agent of the Bank. Any such signature which is reproduced automatically or mechanically will be equally effective as one written by the signatory.

19.2 Any notice or demand by the Bank hereunder shall be deemed to have been sufficiently given or made if sent:

- (a) by hand or prepaid letter post to the registered office or address stated herein of the Policyholder or the address of the Policyholder last known to the Bank; or
- (b) by facsimile to the last known facsimile number relating to any such address or office.

19.3 Any such notice or demand given or made under Condition 19.2 shall be deemed to have been served on the Policyholder:

- (a) at the time of delivery to the address referred to in Condition 19.2(a) if sent by hand;
- (b) at the earlier of the time of delivery or 10.00 a.m. on the day after posting (or if the day after posting be a Sunday or any other day upon which no delivery of letters is made, at the earlier of the time of delivery or 10.00 a.m. on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter;

- (c) at the time of transmission if sent by telex or facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or
- (d) on the expiry of 72 hours from the time of dispatch in any other case.

19.4 If there are any circumstances (not caused by the Policyholder) which mean that any notice sent by post or facsimile cannot reasonably be expected to arrive by the time it would be treated as served, the time of service will be re-scheduled to a time which the sender considers appropriate.

19.5 The Policyholder will not attempt to prevent, delay or evade the service of any such notice.

## 20 Registration

20.1 The Law of Scotland will govern this Assignment.

20.2 The Policyholder consents to the registration of this document and of any demand, certificate, account or notification as referred to above for execution.

IN WITNESS WHEREOF this document is executed as follows:

Subscribed for and on behalf of

Quest Dental Ltd

at

EDINBURGH

on

12/10/2023

by

Full name

GIRISH BITHARADWJ

Designation (e.g. Director, Secretary or a member of a Limited Liability Partnership (please state which applies))

DIRECTOR

Signature

and

Full name

Designation (e.g. Director, Secretary or a member of a Limited Liability Partnership (please state which applies))

Signature

Subscribed for and on behalf of

QUEST DENTAL LTD

at

EDINBURGH

on

12/10/2023

by

Full name

Designation (e.g. Director, Secretary or a member of a Limited Liability Partnership (please state which applies))

DIRECTOR

Signature

and

Full name

Designation (e.g. Director, Secretary or a member of a Limited Liability Partnership (please state which applies))

Signature