



**Registration of a Charge**

Company Name: **BRITANNIA BUREAU LTD**

Company Number: **07065012**



XBWYBB55

Received for filing in Electronic Format on the: **08/02/2023**

**Details of Charge**

Date of creation: **08/02/2023**

Charge code: **0706 5012 0002**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY AGENT**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

**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 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: **HAMZAH HUSSAIN**



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

Company number: 7065012

Charge code: 0706 5012 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2023 and created by BRITANNIA BUREAU LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2023 .

Given at Companies House, Cardiff on 10th February 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

## SECURITY ACCESSION DEED

**THIS SECURITY ACCESSION DEED** is made on 8 February 2023

### BETWEEN:

- (1) **Britannia Bureau Ltd**, a company incorporated in England and Wales with registered number 07065012 (the “**New Chargor**”); and
- (2) **Kroll Trustee Services Limited (formerly known as Lucid Trustee Services Limited)** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

### RECITAL:

This deed is supplemental to a debenture dated 5 March 2021 between, amongst others, Duty Management Services Limited as the Chargor (as defined therein) and the Security Agent, as supplemented by a supplemental debenture dated 10 September 2021 and a supplemental debenture dated 6 April 2022 (the “**Debenture**”).

### NOW THIS DEED WITNESSES as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

##### 1.2 Construction

Clauses 1.3 (*Construction*) to 1.7 (*Security Agent assumes no obligation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

#### 2. ACCESSION OF NEW CHARGOR

##### 2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

##### 2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

#### 3. COMMON PROVISIONS

##### 3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Deed is:

- (a) created with full title guarantee;

- (b) created in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of the Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

### 3.2 Consent for Fixed Security

The New Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

## 4. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

The New Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets, unless such actions are not expressly prohibited under the Debt Documents.

## 5. FIXED SECURITY

### 5.1 Fixed charge over Accounts

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Accounts and all Related Rights (including, but not limited to the Accounts specified in Schedule 1 ("*Bank Accounts*") of this deed.

### 5.2 Fixed charge over Shares

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise) (including, but not limited to the Shares specified in Schedule 2 ("*Shares*") of this deed.

### 5.3 Fixed charge over Intercompany Receivables

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intercompany Receivables (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights.

## 6. FLOATING CHARGE

- (a) The New Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future assets and undertaking.
- (b) The floating charge created pursuant to paragraph (a) of this Clause 6 (*Floating Charge*) shall be deferred in point of priority to all Fixed Security validly and effectively created by the New Chargor under this Debenture in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 6 (*Floating Charge*).

## **7. ASSIGNMENT**

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

## **8. REPRESENTATIONS AND WARRANTIES**

The New Chargor represents and warrants to the Security Agent that it is the legal and beneficial owner of the Shares including those identified against its name in Schedule 2 (*Shares*) and all of those Shares are fully paid.

## **9. CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

## **10. DESIGNATION AS A FINANCE DOCUMENT**

This deed is designated as a Finance Document.

## **11. GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

## **12. JURISDICTION**

### **12.1 English Courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a “**Dispute**”).

### **12.2 Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**IN WITNESS** whereof this deed has been executed as, and is intended to take effect as, a deed by the New Chargor and has been signed by the Security Agent on the date written on the first page of this deed.

**SCHEDULE 1**

**BANK ACCOUNTS**

<b>Name of New Chargor</b>	<b>Name of institution at which account is held</b>	<b>Account Number / IBAN</b>	<b>Currency</b>	<b>Sort Code</b>
Britannia Bureau Ltd	HSBC	REDACTED	GBP	REDACTED
Britannia Bureau Ltd	HSBC	REDACTED	GBP	REDACTED

## **SCHEDULE 2**

### **SHARES**

<b>Name of New Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
	None at the date hereof	

**SIGNATORIES TO DEED OF ACCESSION**

**THE NEW CHARGOR**

**EXECUTED as a DEED by**  
**BRITANNIA BUREAU LTD** acting by:

Frank Weermeijer \_\_\_\_\_ as Director: \_\_\_\_\_ **REDACTED**

Witness: \_\_\_\_\_ **REDACTED** \_\_\_\_\_

Name: \_\_\_\_\_ Marylou Huigen  
\_\_\_\_\_ **REDACTED**

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ General Legal Counsel

**Notice Details**

Address: Unit 4, Suite 16 Orwell House, Ferry Lane, Felixstowe, England, IP11 3AQ  
Email: **REDACTED** @ukcustomssolutions.co.uk  
Attention: Gary Harrold

THE SECURITY AGENT

EXECUTED by  
KROLL TRUSTEE SERVICED LIMITED acting by:

REDACTED

Authorised Signatory

REDACTED

Notice Details

Address: The News Building, Level 6, 3 London Bridge Street, London, England, SE1 9SG

Attention: REDACTED @kroll.com

Email: REDACTED @kroll.com Deals@kroll.com