



**Registration of a Charge**

Company Name: **RESIMANAGEMENT LIMITED**

Company Number: **08155459**



XB85HEGQ

Received for filing in Electronic Format on the: **13/07/2022**

**Details of Charge**

Date of creation: **01/07/2022**

Charge code: **0815 5459 0002**

Persons entitled: **HEYLO HOUSING REGISTERED PROVIDER LIMITED AS REGISTERED PROVIDER**

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: **PINSENT MASONS LLP**



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

Company number: 8155459

Charge code: 0815 5459 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2022 and created by RESIMANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2022 .

Given at Companies House, Cardiff on 15th July 2022

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**

NK22/675072.07000/SMT

DATED 1<sup>st</sup> JULY 2022

**RESIMANAGEMENT LIMITED**  
(as Chargor)

and

**HEYLO HOUSING REGISTERED PROVIDER LIMITED**  
(as Registered Provider)

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**CHARGE OVER ACCOUNT**

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**Pinsent Masons**

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DATED and DELIVERED:

1st JULY

2022

This Charge is given by:

- (1) **RESIMANAGEMENT LIMITED** a company registered in England with company number 08165459 and whose registered office is at 6 Wellington Place, Fourth Floor, Leeds, England, LS1 4AP (the "Chargor")

in favour of

- (2) **HEYLO HOUSING REGISTERED PROVIDER LIMITED** a company registered in England with company number 06573772 and whose registered office is at 6 Wellington Place, Fourth Floor, Leeds, England, LS1 4AP (the "Registered Provider").

# 1. INTERPRETATION

1.1 In this Charge unless the context otherwise requires:-

"Account Bank"	means the bank at which the Blocked Account is held for the time being
"Blocked Account"	means the account specified in Part 1 of Schedule 1
"Encumbrance"	means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Chargor's business
"Party"	means a party to this Charge
"Payment Instruction"	means any Payment Instruction in relation to a management agreement entered into by (1) the Chargor, addressed to (2) the Registered Provider and (3) any subsidiary of Heylo Housing Group Limited from time to time
"Receiver"	means any receiver appointed under this Charge, and, where more than one receiver has been appointed, each of them
"Related Rights"	means in relation to the Blocked Account:- <ol style="list-style-type: none"> <li>the proceeds of sale of all or any part of that Blocked Account;</li> <li>all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Blocked Account; and</li> <li>any moneys and proceeds or income paid or payable in respect of that Blocked Account including any interest now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to; or to secure payment of, any such debt (but does not include any balance standing to the credit of any other account at any bank or financial institution)</li> </ol>

**"Secured Liabilities"** means all money, liabilities and obligations now or in the future owed or incurred by the Chargor to the Registered Provider, of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Registered Provider was the original creditor in respect thereof and including (without limitation) interest commission costs charges and expenses charged by the Registered Provider at rates agreed between it and the Chargor or, in the absence of express agreement, in accordance with the Registered Provider's normal practice for the time being.

**1.2 In this Charge unless the context otherwise requires:-**

- 1.2.1 the singular includes the plural and vice versa, and reference to any gender includes the other genders;
- 1.2.2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- 1.2.3 words and phrases defined in the Companies Act 1985 have the same meanings in this Agreement but the word "company" includes any body corporate;
- 1.2.4 references to "Clauses" are to clauses or sub-clauses of this Charge, references to a "Schedule" are to a schedule to this Charge and references within a Schedule to "paragraphs" are to paragraphs or sub-paragraphs of that Schedule;
- 1.2.5 references to any rate of interest shall be construed as meaning that rate as from time to time in force, calculated from day to day, and compounded on the last days of March, June, September and December each year, both before and after judgment;
- 1.2.6 references to a base lending rate shall, if there is no such published or determinable rate at the appropriate time, be construed as meaning such reasonably equivalent rate as the Registered Provider shall select;
- 1.2.7 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- 1.2.8 headings are for reference purposes only and shall not affect the construction of anything in this Agreement;

**2. CHARGOR'S OBLIGATIONS**

The Chargor covenants to pay or discharge the Secured Liabilities to the Registered Provider on demand made at any time at which the Registered Provider is entitled to do so.

**3. CHARGE**

As security for payment of the Secured Liabilities the Chargor (with full title guarantee) hereby charges the Blocked Account and the Related Rights in favour of the Registered Provider by way of first fixed charge.

**4. PROTECTION OF CHARGEHOLDER'S RIGHTS**

- 4.1 The Chargor shall ensure that such sums to be received into the Blocked Account as are required by the Payment Instruction from time to time are paid and until such payment into the Blocked Account shall hold all moneys so received (and due to be paid into the Blocked Account in accordance with the Payment Instruction) upon trust for the Registered Provider and shall not

without the prior written consent of the Registered Provider charge, factor, discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by this Clause.

- 4.2 The Blocked Account shall be operated in accordance with a mandate and instructions given to the Account Bank by the Registered Provider (which the Chargor shall confirm on request by the Registered Provider). All money standing to the credit of the Blocked Account, subject to the rights of the Account Bank, shall be dealt with in accordance with any directions given in writing by the Registered Provider from time to time and in particular (without limitation) the Chargor shall not be entitled to withdraw any amount from the Blocked Account without the prior consent of the Registered Provider.
- 4.3 The Chargor covenants not, without the prior written consent of the Registered Provider:-
- 4.3.1 to create (otherwise than in favour of the Registered Provider) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over the Blocked Account or Related Rights; or
- 4.3.2 to part with or dispose of the Blocked Account or any Related Rights; or
- 4.4 The Chargor shall, at its own expense, at any time when required by the Registered Provider:-
- 4.4.1 execute and deliver to the Registered Provider a legal assignment over the Blocked Account or any Related Rights and give notice of any such assignment to any person when required by the Registered Provider; and
- 4.4.2 execute and deliver all deeds and documents and do and concur in all other acts and things which the Registered Provider may deem necessary or desirable to vest in the Registered Provider the security intended to be created by this Charge over the Blocked Account or any Related Rights or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Registered Provider or the Receiver by this Charge in each case, in such form as the Registered Provider may require.
- 4.5 This security shall be a continuing security to the Registered Provider and shall remain in force until expressly discharged in writing by the Registered Provider notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right remedy or security of any kind which the Registered Provider may have now or at any time in the future for or in respect of any of the Secured Liabilities.

## **5. COVENANTS**

- 5.1 While this Charge continues in force the Chargor shall comply with all the terms of any agreement between it and the Registered Provider and shall provide to the Registered Provider all information, and copies of all documents which the Registered Provider may require relating to the financial affairs of the Chargor that relate to the Blocked Account.

## **6. DEMAND AND ENFORCEMENT**

- 6.1 This Charge shall become enforceable:-
- 6.1.1 upon any demand being made by the Registered Provider for payment of any of the Secured Liabilities;
- 6.1.2 upon any request being made by the Chargor to the Registered Provider for the appointment of a receiver or for the Registered Provider to exercise any other power or right available to it;
- 6.1.3 upon the passing of any resolution or the presentation of a petition for winding up in relation to the Chargor; or

- 6.1.4 upon the making of an application for an administration order in relation to the Chargor or the taking of any steps in relation to the appointment of and administrator of the Chargor; or
  - 6.1.5 on notice given by the Registered Provider to the Chargor at any time after any breach by the Chargor of any of its obligations in this Charge.
- 6.2 Any demand for payment, and any other notice to be given by the Registered Provider under this Charge, shall be in writing and may be signed by any official of the Registered Provider, and may be made or given at any place of business of the Chargor, or at its registered office:-
- 6.2.1 by delivering it to any such place; or
  - 6.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10 am on the next business day after posting, and proof of posting shall be proof of delivery); or
  - 6.2.3 by sending it via email to the email address provided in advance by the Chargor (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt provided that no error message relating to failed delivery was received upon sending).
- 6.3 At any time after this Charge has become enforceable, the Registered Provider may exercise, in respect of the Blocked Account and any Related Right, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by section 103 of that Act shall not apply, and the Registered Provider may delegate the exercise of its power of sale to any Receiver or other person.
- 7. RECEIVERS**
- 7.1 At any time after this Charge has become enforceable, or if the Chargor so requests at any time, the Registered Provider may appoint any person or persons to be a receiver or receivers of all or any part of the Blocked Account and its Related Rights hereby charged. An appointment over part only of the Blocked Account or Related Rights shall not preclude the Registered Provider from making any subsequent appointment over any other part of the Blocked Account or Related Rights.
- 7.2 The appointment of a Receiver shall be in writing, and may be signed by any director or employee on behalf of the Registered Provider. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.
- 7.3 The Registered Provider may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the Law of Property Act 1925) and may (subject to the application of Section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Blocked Account or Related Rights of which they are the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of the Blocked Account or any Related Rights) appoint a further or other receiver or receivers over all or any part of the Blocked Account or Related Rights.
- 7.4 The Receiver shall be the agent of the Chargor (which shall be solely liable for their acts defaults and remuneration) unless and until the Chargor goes into liquidation whereafter they shall act as principal and shall not become the agent of the Registered Provider, and the Receiver shall have and be entitled to exercise in relation to the Chargor all the following powers:-
- 7.4.1 power to demand, sue for and recover any debt arising from the Blocked Account or a Related Right, and to make or join in any compromise or settlement in relation to any Blocked Account or Related Right;
  - 7.4.2 power to do any act or thing which the Chargor may be required to do, or which the Receiver may consider necessary or desirable, for the purpose of rendering any debt in relation to the Blocked Account or Related Rights due or payable or performing any obligation of the Chargor or recovering, realising or dealing with the Blocked Account or

Related Rights, or receiving or realising any debt in relation to the Blocked Account or any Related Right;

7.4.3 power to employ any servant, agent, advisor or contractor; and

7.4.4 power to sell, mortgage, charge or otherwise deal with the Blocked Account or any Related Right as if they were solely legally and beneficially entitled to it;

and the Receiver may exercise any such power in their own name or that of the Chargor.

## **8. POWER OF ATTORNEY**

The Chargor hereby irrevocably and by way of security appoints the Registered Provider (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Charge, or which the Registered Provider in its sole opinion may consider necessary or desirable for perfecting the Registered Provider's title to the Blocked Account or any Related Right or enabling the Registered Provider or the Receiver to exercise any of its or their rights or powers under this Charge.

## **9. PAYMENT OF MONEYS**

9.1 Any moneys received by the Receiver shall, subject to the repayment as far as necessary of any claims having priority to this Charge, be paid or applied in the following order of priority:-

9.1.1 in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;

9.1.2 in or towards satisfaction of the Secured Liabilities in such order as the Registered Provider may at its discretion require; and

9.1.3 as to the surplus (if any) to the person or persons entitled thereto.

9.2 The Registered Provider may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received recovered or realised under or by virtue of this Charge on a separate or suspense account to the credit either of the Chargor or of the Registered Provider as the Registered Provider shall think fit without any intermediate obligation on the Registered Provider's part to apply the same or any part thereof in or towards the discharge of the Secured Liabilities.

## **10. CONSOLIDATION**

10.1 In addition to any rights of set off or otherwise which it may have, the Registered Provider shall have the right to any time or times, without notice to the Chargor, to set off any liability or obligation owed to it by the Chargor against, or apply any sum standing to the credit of the Blocked Account in or towards satisfaction of, any liability or obliged owed by it to the Chargor, irrespective of the nature of such liabilities or obligations, or their terms, or due dates for payment.

10.2 The Registered Provider's rights under Clause 10.1 apply:-

10.2.1 whether or not any demand has been made hereunder, or any liability concerned has fallen due for payment;

10.2.2 whether or not any credit balance is immediately available or subject to any restriction;

10.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Registered Provider may for the purpose of exercising its rights elect to convert any sum or liability in one currency into any other at the spot rate of the Account Bank applying at or about 11am on the date of conversion; and

10.2.4 in respect of any liabilities owed to the Registered Provider by the Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

## **11. PROTECTION OF THIRD PARTIES**

11.1 In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Registered Provider, as varied and extended by this Charge, and all other powers of the Registered Provider, shall be deemed to arise and be exercisable immediately after the execution of this Charge.

11.2 No purchaser from or other person dealing with the Registered Provider, any person to whom it has delegated any of its powers or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

11.3 The receipt of the Registered Provider or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve them of any obligation to see to the application of any moneys paid to or by the direction of the Registered Provider or the Receiver.

## **12. PROTECTION OF THE REGISTERED PROVIDER AND THE RECEIVER**

12.1 Neither the Registered Provider nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Charge.

12.2 The Chargor shall indemnify and keep indemnified the Registered Provider, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims costs expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Charge, the exercise or purported exercise of any right power authority or discretion given by it, or any other act or omission in relation to this Charge or the Blocked Account or any Related Right. The provisions of this Clause 12 shall continue in full force and effect notwithstanding any release or discharge of this Charge, or the discharge of any Receiver from office.

## **13. MISCELLANEOUS PROVISIONS**

13.1 While this Charge continues in force:-

13.2 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security.

13.3 The rights powers and discretions given to the Registered Provider in this Charge:-

13.3.1 may be exercised as often as, and in such manner as, the Registered Provider thinks fit;

13.3.2 are cumulative; and are not exclusive of any of its rights under the general law;

13.3.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.

13.4 If any provision of this Charge is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

13.4.1 the validity or enforceability of any other provision, in any jurisdiction; or

13.4.2 the validity or enforceability of that particular provision, in any other jurisdiction.

- 13.5 All costs, charges and expenses incurred or paid by the Registered Provider or by the Receiver in the exercise of any power or right given by this Charge or in relation to any consent requested by the Chargor, or in perfecting or enforcing or otherwise in connection with this Charge or the Blocked Account or any Related Right, including (without limitation) all moneys expended by the Registered Provider under Clause **Error! Reference source not found.**, all sums recoverable under Clause 12.2 and all costs of the Registered Provider (on an indemnity basis) of all proceedings for the enforcement of this Charge or for obtaining payment of any moneys hereby secured, shall be recoverable from the Chargor on demand as debts, may be debited by the Registered Provider at any time to any account of the Chargor and shall bear interest until payment at the rate or rates applicable to the account to which they are debited, or, if there is no such rate, at 3% over the Account Bank's base rate.
- 13.6 If the Registered Provider receives notice of any subsequent charge or other security interest affecting the Blocked Account or any Related Right the Registered Provider shall be entitled to close the Chargor's then current account or accounts and to open a new account or accounts for the Chargor; if the Registered Provider does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of the Chargor to the Registered Provider shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Registered Provider at the time when it received such notice.
- 13.7 The Registered Provider may from time to time seek from any other person having dealings with the Chargor such information about the Chargor and its affairs as the Registered Provider may think fit and the Chargor hereby authorises and requests any such person to provide any such information to the Registered Provider and agrees to provide such further authority in this regard as the Registered Provider may from time to time require. The Chargor shall at its own cost at any time if so requested by the Registered Provider appoint an accountant or firm of accountants nominated by the Registered Provider to investigate the financial affairs of the Chargor and/or any Group Chargor and report to the Registered Provider, and authorises the Registered Provider itself at any time to make such appointment on behalf of the Chargor or on its own account as it shall think fit, and in every such case the fees and expenses of such accountant or firm shall be payable by the Chargor on demand and may be paid by the Registered Provider on behalf of the Chargor.
- 13.8 The Registered Provider may assign this Charge to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

**14. GOVERNING LAW**

This Charge and any non-contractual obligations arising out of or in connection with it, are governed by English law.

**15. ENFORCEMENT**

**15.1 Jurisdiction of English Courts**

- 15.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Charge or any non-contractual obligation arising out of or in connection with this Charge) (a "Dispute").
- 15.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 15.1.3 The Chargor expressly agrees and consents to the provisions of this Clause 15 (*Enforcement*) and Clause 14 (*Governing Law*).

**EXECUTED AND DELIVERED AS A DEED** by the Chargor, and executed by the Registered Provider, on the date hereof.

SCHEDULE 1

PART 1

THE BLOCKED ACCOUNT

Bank	Branch	Account Number	Account title
HSBC Bank plc	Pall Mall Sw1		Resi HHRP Account

**SIGNATURE PAGE**

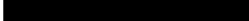
**EXECUTED AS A DEED** but not delivered until the date of this Deed by **RESIMANAGEMENT LIMITED** by the signatures of:-

Name: GILES MACKAY  
Director

Name: Grenville Turner  
Director/Secretary

**EXECUTED AS A DEED** but not delivered until the date of this Deed by **HEYLO HOUSING REGISTERED PROVIDER LIMITED** by the signatures of:-

Name: [REDACTED] Andrew W. Géczy  
Director

Name:   
Director/Secretary *Timothy Willocks*