

MR01

Particulars of a charge

000 461 / 23



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**



R918WS15

RM

20/03/2020

#161

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 4 1 5 9 8

Company name in full Dignity Funerals Limited

0 7 5 9 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 8 20 03 20 20

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name BNY Mellon Corporate Trustee Services Limited as Security Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	
Brief description /	Leasehold interest in premises known as 126a London Road, Southborough, Tunbridge Wells, TN4 0PL (and as described in the lease) together with all buildings, fixtures, fittings, fixed plant, or machinery from time to time situated on or forming part of the same.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security	
/	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
/	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
/	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature /	Please sign the form here. Signature X <i>SE GINDON HARBURY</i> X <i>on behalf of Dymally Futures Limited</i> This form must be signed by a person with an interest in the charge.	

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Simon Hambly
Company name	Dignity Funerals Limited
Address	
4 King Edwards Court	
King Edwards Square	
Post town	
Sutton Coldfield	
County/Region	
West Midlands	
Postcode	B 7 3 6 A P
Country	United Kingdom
DX	
Telephone	01213215510



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 41598

Charge code: 0004 1598 0759

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th March 2020 and created by DIGNITY FUNERALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2020.

(P)

Given at Companies House, Cardiff on 25th March 2020



Companies House



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

DATED

18 March 2020

DIGNITY FUNERALS LIMITED

AND

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
AS SECURITY TRUSTEE**

MORTGAGE

**SUPPLEMENTAL TO THE DEBENTURE (THE
"DEBENTURE") DATED 20 DECEMBER 2002 BETWEEN
DIGNITY (2002) LIMITED AND THE OTHER CHARGORS
THEREUNDER AND THE SECURITY TRUSTEE, AS
AMENDED AND RESTATED ON 11 APRIL 2003, 27
SEPTEMBER 2010, 30 JULY 2013 AND 17 OCTOBER 2014**

To: the Chief Land Registrar. Note: This deed contains (in Clause 3 (*Request to the Chief Land Registrar*)) an application to enter a restriction on the Proprietorship Register) and (in Clause 5 (*Further Advances*)) an application to enter a notice on the Charges Register

I certify that save for material redacted pursuant to
Section 859G of the Companies Act 2006 this is a
true, complete and correct copy of the original instrument.

Dated

18 March 2020

JE (JIMON HANLEY)

SOLICITOR DIGNITY PLC

THIS DEED is dated

18 March 2020

between:

1. **DIGNITY FUNERALS LIMITED** (company number 41598 England) whose registered office is situated at 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands, B73 6AP ("**Chargor**"); and
2. **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (company number 02631386 England) whose registered office is situated at 1 Canada Square, London, E14 5AL as security trustee ("**Security Trustee**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporation of Defined Terms

- (a) Unless otherwise stated herein, terms defined in the Debenture shall have the same meaning in this Deed.
- (b) The principles of construction set out in the Debenture shall have effect as if set out in this Deed.

1.2 Definitions

In this Deed:

"**Mortgaged Property**" means:

- (a) in relation to the Chargor, the properties situated in England and Wales listed in Appendix 1 (*APPENDIX 1: Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such properties.

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

2. FIXED SECURITY

2.1 Fixed Security

The Chargor hereby charges with full title guarantee in favour of the Security Trustee as security trustee for the Obligor Secured Creditors with the payment and discharge of the Secured Sums, by way of legal mortgage all the Chargor's right, title and interest from time to time in the Mortgaged Property other than any of the Related Rights in respect of the Mortgaged Property assigned pursuant to clause 2.2 (*Assignments*) below.

2.2 Assignments

The Chargor hereby assigns with full title guarantee by way of security to the Security Trustee as security trustee for the Obligor Secured Creditors with the payment and discharge of the Secured Sums all the Chargor's rights, title and interest from time to time in and to (to the extent not validly and effectively charged by way of legal mortgage pursuant to clause 2.1 (*Fixed Security*)) and subject to obtaining any necessary consent to such assignment from any third party) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to protect its rights thereunder or under this Deed) entered into by or given to the Chargor in respect of the Mortgaged Property, including all:

- (a) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor in respect of the items referred to); and
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional advisers, sub-contractor, manufacturer, supplier or installer or any fixture, fitting, fixed plant or machinery,

relating to all or any part of the Mortgaged Property.

3. REQUEST TO THE CHIEF LAND REGISTRAR

The Chargor hereby applies to the Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of BNY Mellon Corporate Trustee Services Limited referred to in the charges register."

4. NOTICES OF ASSIGNMENT

The Chargor shall deliver (or procure the delivery of) notices of assignment to the Security Trustee duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to clause 2.2 (*Assignments*) promptly and in any event within seven days upon the request of the Security Trustee from time to time and shall use all reasonable endeavours to procure that notice is acknowledged by the obligor or debtor specified by the Security Trustee.

5. FURTHER ADVANCES

- 5.1 Each Obligor Secured Creditor is under an obligation to make further advances to the Obligors and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- 5.2 The Chargor, in respect of the Mortgaged Property owned by it or registered in its name, hereby applies to the Chief Land Registrar to enter a note of the obligation to make further advances on the Charges register of any registered land forming part of the Mortgaged Property.

6. DELIVERY OF TITLE DOCUMENTS

Except as otherwise expressly agreed by the Security Trustee in writing, the Chargor shall upon the execution of this Deed deliver (or procure delivery) to the Security Trustee (or such other party as the Security Trustee may agree) of, and the Security Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to the Mortgaged Property.

7. RELEASE OF SECURITY

7.1 Redemption of Security

Upon the Secured Sums being discharged in full and none of the Obligor Secured Creditors being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors or any other person under any Obligor Transaction Documents, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this Deed, in each case subject to clause 7.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

7.2 Avoidance of Payments

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

8. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

9. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

APPENDIX 1 : DETAILS OF MORTGAGED PROPERTY

Address	Tenure	Title Number
126a London Road, Southborough, Tunbridge Wells, TN4 0PL	Leasehold	To be allotted

Executed as a deed by **DIGNITY
FUNERALS LIMITED** acting by a director
in the presence of a witness

)
)
)
)

Signature



Director
Richard Portman

Name (block capitals)

Director

Witness Signature



Witness name

Tim George

Witness address

Witness occupation

Company Secretary

WITNESS NAME
c/o Dignity plc
4 King Edwards Court
King Edwards Square
Sutton Coldfield
West Midlands B73 6AP