



Registration of a Charge

Company name: **BRETT LANDSCAPING LIMITED**

Company number: **00342312**



X6GGQ596

Received for Electronic Filing: **06/10/2017**

Details of Charge

Date of creation: **06/10/2017**

Charge code: **0034 2312 0009**

Persons entitled: **HSBC BANK PLC**

Brief description: **A FLOATING CHARGE OVER ALL ASSETS AND UNDERTAKING.**

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:

HSBC BANK PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 342312

Charge code: 0034 2312 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2017 and created by BRETT LANDSCAPING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2017 .

Given at Companies House, Cardiff on 10th October 2017

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**

Dated 6 October 2017

Checker's Initial

Brett Landscaping Limited

to

HSBC Bank plc

Floating Charge

*Registered at the Companies' Registry on the
Day of*

This Floating Charge by way of deed made the

6

October

2017

day of

Between (1)

Brett Landscaping Limited Company Number 00342312

(the "Company") and

(2) HSBC BANK plc ("the Bank") (registered in England number 14259) whose address for service for entry on the register is: Securities Processing Centre, P O Box 6304, Coventry CV3 9JY

WITNESSES as follows

Floating Charge as security for the Debt

1. This Floating Charge shall be security for the payment and discharge of the Debt mentioned in Clause 2 below.
2. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank ("the Debt")

This includes, but is not limited to;

- (a) all monies and liabilities due from the Company to the Bank under all facilities granted by the Bank to the Company
- (b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank of England's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by the Company under Clause 17 below.

The Agreement to pay the Debt

3. The Company agrees to pay and discharge the Debt when the same is due to be paid and discharged. It acknowledges that the Debt shall, in the absence of express written agreement by the Bank to the contrary, be due and payable to the Bank upon demand.

Security given over the Company's Assets

4. The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges by way of floating charge, all the stock and inventory of the Company whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge in favour of the Bank and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated (collectively called the "charged property").

Bank's ability to convert Floating Charge

5. The Bank may, by notice in writing to the Company, convert the floating charge created by Clause 4 above into a fixed charge in respect of such of the property of the Company as may be specified in such notice. It may do so if,
- (i) on the happening of any of the events mentioned in Clause 8 below; or
 - (ii) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy.

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing.

Restrictions on Company

6. The Company shall not, except with the prior written consent of the Bank:-
- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than this Floating Charge; or
 - (b) part with, hire, lend, sell, assign or dispose of all or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the charged property.

Company's Obligations to the Bank

7. Until this Floating Charge is discharged the Company will:-
- (a)
 - (i) Insure, and keep insured, the charged property with such insurer and against such risks and in such amounts and otherwise upon such terms as the Bank may reasonably require. If the Bank makes no requirement, then in accordance with accepted prudent business practice from time to time in respect of property of the same type. (The Bank may (but without being under any duty to do so and if it reasonably considers it necessary to do so) itself effect such insurances. If it does so, the Company shall be liable to the Bank for the expenses incurred by the Bank in doing so. All sums at any time payable under such policies of insurance shall (subject to any prior rights and claims of any third party) be paid to the Bank. If the same are not paid directly to the Bank by the insurers the Company shall be trustee of them for the benefit of the Bank and shall account to the Bank accordingly. The insurance monies shall at the option of the Bank be applied (subject to Clause 19 below) in or towards the payment or discharge of the Debt or in making good or recouping expenditure in respect of the loss or damage for which such monies are received).
 - (ii) Punctually pay all premiums and other monies necessary for keeping up such insurances.
 - (iii) See that the interest of the Bank is noted upon all policies of such insurance or (if the Bank reasonably so requires) that the policy is held in the joint names of the Company and the Bank.
 - (iv) If the Bank reasonably requires, produce to, or deposit with, the Bank all such policies and the receipts for all premium and other payments necessary for effecting and keeping up such policies.
 - (v) Promptly notify the Bank of anything which may give rise to a claim under such policy(ies) and ensure that nothing is done or not done as a consequence of which any such policy might be adversely affected or which may increase the premium payable.
 - (vi) Notify the Bank prior to taking any steps to open an account with any bank (other than the Bank) or other person.

- (b) (i) Keep all buildings on any land charged by this Floating Charge and all fixtures and plant and machinery on and in them (and all other tangible property comprised in the charged property) in good and substantial repair and condition.
- (ii) Whenever any of the said buildings, fixtures, fittings or plant and machinery are destroyed, damaged or deteriorates, immediately repair, replace and make good the same. If the Company shall fail to do so, then the Bank shall be entitled (but not bound) to do so instead.
- (c) Not without the prior written consent of the Bank:-
 - (i) pull down or remove the whole or any part of any buildings forming part of the land charged by this Floating Charge;
 - (ii) sever or unfix or remove any of the fixtures or fittings; or
 - (iii) except for the purpose of effecting necessary repairs to them or of replacing the same with new or improved models or substitutes, remove any of the plant and machinery belonging to, or in use by, the Company.
- (d) (i) Carry on any trade, business or agricultural use on any land now or afterwards used by the Company for the purposes of trade, business or agriculture. It shall do so in accordance with the standards of good management from time to time current in the trade or business or (in the case of agricultural use) with the standards of good husbandry, from time to time. It shall also do so in accordance with the authorised planning use of such land.
- (ii) Obtain, maintain and comply with all licences, consents and other authorisations (including, without limitation, environmental permits) and effect all registrations which may be necessary or desirable in relation to all or any part of the charged property or any business or other activity from time to time carried on by the Company.
- (e) Not without the prior written consent of the Bank:-
 - (i) carry out, or allow to be carried out, on any land charged by this Floating Charge, any development as defined in the Town and Country Planning Act 1990;
 - (ii) enter into any agreement under Section 106 of the said Act; or
 - (iii) change, or allow to be changed, the use of any such land.
- (f) (i) Observe and perform all covenants, stipulations and conditions which from time to time affect the use or possession of the charged property whether arising under any lease or other agreement under which the charged property is held.
- (ii) Punctually pay all rents and other payments becoming due, or to become due, under any lease or other agreement mentioned above.
- (iii) If the Bank so requires, produce to the Bank evidence sufficient to reasonably satisfy it that the requirements mentioned above have been complied with.
- (g) (i) Comply with all statutory and other regulations affecting the charged property. This will include all environmental laws and environmental permits applicable from time to time to all or any part of the charged property or any business or other activity from time to time carried on by the Company.
- (ii) Not allow any circumstances to arise which could lead:-

- (a) to any competent authority or other person taking action, or making a claim under any environmental laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit); or
 - (b) to the Company having to take action to prevent the possibility of any such action or claim.
- (iii) Indemnify the Bank (and its officers, agents and delegates) against all costs expenses and liabilities properly incurred (directly or indirectly) as a result of any non-compliance or alleged non-compliance with any environmental laws in relation to all or any part of the charged property or anything done or not done on it.
- (h)
 - (i) Within 7 days after becoming aware of the same, give full particulars to the Bank of any notice, order, direction, designation, resolution or proposal affecting all or any part of the charged property or (in the case of any land) the locality in which it is situated, given or made by any planning authority or other public body or authority whatsoever (including, without limitation, any licensing authority).
 - (ii) If the Bank reasonably requires, immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any of the matters mentioned in (h)(i) above and make (or join with the Bank in making) such objections or representations in respect of them.
- (i) Permit the Bank, its agents and any person authorised by it, to enter on any land charged by this Floating Charge or on which any other part of the charged property is situated, at all reasonable times and on reasonable notice (except in case of emergency) for the purpose of inspecting or valuing any of the charged property and if the Bank calls for such a valuation (which it is entitled to do) that shall be at the expense of the Company.
- (j) Not without the prior written consent of the Bank:-
 - (i) grant or vary, or agree to grant or vary, any licence or tenancy affecting any land charged by this Floating Charge;
 - (ii) exercise the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases, conferred by Sections 99 or 100 of the Law of Property Act 1925;
 - (iii) in any other way, dispose, or agree to dispose of, or create, any legal or equitable estate or interest in any land charged by this Floating Charge;
 - (iv) negotiate, settle or waive any claim for loss, damage or other compensation (including without limitation compulsory purchase compensation) affecting any land charged by this Floating Charge; or
 - (v) apply for an improvement or other grant or do anything which might result in any land charged by this Floating Charge being subject to any statutory charge.
- (k) Ensure that, without the prior written consent of the Bank:-
 - (i) no person other than the Company shall be registered under the Land Registration legislation in force from time to time as proprietor of any land charged by this Floating Charge;
 - (ii) no person shall become entitled to any proprietary right or interest which may adversely affect the value of such land (unless such entitlement exists at the date of this Floating Charge or at the time of the acquisition of such land by the Company) and the Company shall indemnify the Bank for all expenses reasonably incurred by the Bank in lodging from time to time cautions or notices against the registration of title to any such land.
- (l) Unless it has agreed otherwise with the Bank, get in and realise its book and other debts or securities for money in the ordinary course of its business.

- (m) Punctually pay all calls, instalments and other monies that may become due in respect of any of the securities.
- (n) Not exercise any of the rights and powers attaching to any of the securities in a manner which, in the reasonable opinion of the Bank, may adversely affect the value of the security created by this Floating Charge.
- (o)
 - (i) Take all such necessary steps, and do all such acts (including the prompt payment of any appropriate fees and policing against any infringement of, or challenge to, the intellectual property) to maintain the value, subsistence and validity of the Company's intellectual property.
 - (ii) Where appropriate, use its best endeavours to protect and safeguard the Company's intellectual property from and against theft, loss, destruction, unauthorised access, copying or use by third parties.
 - (iii) Not use, or allow to be used, or take any step in respect of any of the Company's intellectual property in any way which, in the reasonable opinion of the Bank, may adversely affect the value of it.
- (p) On being reasonably required to do so by the Bank, and at the cost and expense of the Company, execute, sign, deliver and do all things necessary (including, without limitation, the giving of any notices and effecting of any registrations) as (and in such form as) the Bank may reasonably require. This is to perfect or protect the security intended to be created by this Floating Charge or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with this Floating Charge.

When the Floating Charge becomes enforceable

8. This Floating Charge shall become enforceable:-

- (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be); or
- (b) if the Company is in breach of any of the obligations under this Floating Charge; or
- (c) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
- (d) if any step is taken for the administration or winding up of the Company (which includes, without limitation, in each case, the board of directors or the Company in general meeting, passing a resolution for the same) except where, in the case of winding up, the Bank has consented in writing for the purpose of reconstruction or amalgamation; or
- (e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Company shall seek to enforce his security in respect of, all or any of the charged property or any other event shall happen which puts in jeopardy all or any part of the security created by this Floating Charge; or
- (f) if the Bank, in its reasonable discretion, considers that any claim may be made against the Bank under any bond, guarantee, indemnity or other contingent liability issued or entered into for any liabilities of the Company; or
- (g) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.

Power of Attorney

- 9. (a) The Company irrevocably, and by way of security, appoints the Bank and its respective delegates, jointly and also individually to be the attorney and attorneys of the Company. Any attorney is authorised by the Company to do all things which the Company may be required to do under this Floating Charge. This includes (without limitation) that which the Bank (or any such delegate) may

- (i) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Floating Charge; or
 - (ii) the exercise of any of the powers authorities and discretions conferred under it.
- (b) The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney. This power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

Bank has other powers

10.
 - (i) The Bank shall also be entitled to delegate by power of attorney, or in any other manner, to any person or persons all or any of its powers authorities and discretions.
 - (ii) No such delegation mentioned above shall prevent the subsequent exercise of the powers, authorities and discretions by the Bank itself or prevent the Bank from making any subsequent delegation of them to some other person.
 - (iii) The Bank may revoke any such delegation at any time.
11. At any time after this Floating Charge shall have become enforceable, or after any powers conferred by any interest having priority to the security created by this Floating Charge shall have become exercisable, the Bank may redeem such or any other prior interest or arrange the transfer of it to itself. It may settle and pass the accounts of any third party concerned and any account so settled and passed shall be conclusive and binding on the Company. All monies paid by the Bank to the third party in accordance with such accounts shall as from such payment be due from the Company to the Bank on current account and shall bear interest and be secured as part of the Debt.
12. The rights and remedies of the Bank under this Floating Charge are in addition to, and not in substitution for, any rights or remedies provided by law.
13. The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Floating Charge.
14.
 - (i) If the Company at any time fails to perform and observe the terms, and obligations contained in this Floating Charge, the Bank may (but without being under any duty to do so) take such steps as in its reasonable opinion may be required to remedy such failure; and
 - (ii) this includes, without limitation, making any payment, and for the purpose mentioned in (i) above, the Bank and its agents may enter upon any land of the Company without being regarded as having entered into possession of it.

Indemnity

15. The Company agrees to fully indemnify the Bank from and against all and any liability it might incur in the exercise (or apparent exercise) of any powers, authorities and discretions under or in connection with this Floating Charge (with the exception of fraud or wilful default on the part of the Bank, but only to the extent committed by any of them) or any failure by the Company to comply with any of its obligations under this Floating Charge.

Protection of Purchasers

16. No purchaser or other person dealing with the Bank (or any of its delegates)
 - (i) shall be bound or entitled to see or enquire whether any power, authority or discretion under this Floating Charge has arisen or become exercisable;

- (ii) be concerned with any notice to the contrary or to see whether any delegation shall have lapsed for any reason or been revoked; or
- (iii) be bound or entitled to concern himself with the proceeds of any sale or other dealing or be answerable in any circumstances for the application of the said proceeds.

Payment of costs, charges and expenses

17. The Company shall reimburse to the Bank on demand on a full indemnity basis, all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank:-

- (i) in ensuring this Floating Charge is effective;
- (ii) in connection with the improvement, perfection or protection of the security created by this Floating Charge;
- (iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Floating Charge (together with any value added tax or similar tax charged or chargeable in respect of it).

All such amounts shall be debited to an account in the name of the Company. Until they are reimbursed they shall bear interest at the rate of three per cent per annum over the Bank's Base Rate from time to time calculated and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand. They will be secured as part of the Debt by this Floating Charge.

Independence of Security

- 18. (a) This Floating Charge shall be in addition to, and independent of, every other security which the Bank may at any time hold for any of the Debt by this Floating Charge.
- (b) No prior security held by the Bank over all or any of the charged property shall merge in the security created by this Floating Charge.
- (c) This Floating Charge shall remain in full force and effect as a continuing security unless and until the Bank discharges it.

Bank's powers to deal with Accounts and Money Received

- 19. (a) If the Bank receives notice of any subsequent charge or other interest affecting all or any of the charged property, the Bank may open a new account or accounts for the Company in its books.
- (b) If the Bank does not do so, it shall be regarded as having done so unless the Bank gives express written notice to the contrary to the Company. Notwithstanding any appropriation by the Company to the contrary, as from the time of receipt of such notice, all payments made by the Company to the Bank shall be treated as having been credited to a new account of the Company. Such payments will not be applied in reduction of the amount due, owing or incurred from the Company to the Bank at the time when it received the notice.
- 20. (a) All monies received, recovered or realised by the Bank under this Floating Charge (including the proceeds of any conversion under Clause 22 below) may, in the reasonable discretion of the Bank, be credited to any suspense or impersonal account.
- (b) They may be held in such account for so long as the Bank may think fit pending the application from time to time of such monies and all accrued interest (at the rate, if any, agreed in writing between the Company and the Bank from time to time) in or towards the discharge of the Debt.

21. The Company waives any right of set-off it may have now, or at any time in the future, in respect of the Debt (including sums payable by the Company under this Floating Charge).

Currency Conversion

22. (a) For the purpose or pending the discharge of the Debt, the Bank may convert any monies received, recovered or realised by the Bank under this Floating Charge (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into such other currency of denomination as the Bank may reasonably think fit.
- (b) Any such conversion shall be made at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each previous reference in this Clause to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

Dealings with you and others

23. The Bank may, in its discretion, grant time, or make any other arrangement, variation or release with any person or persons not party to this Floating Charge (whether or not such person or persons are jointly liable with the Company) in respect of any of the Debt or of any other security for it. If it does, it will not in any way affect either this Floating Charge or the liability of the Company for the Debt.

Bank's Right of Set Off

24. In addition to all rights of set-off conferred by law, the Bank may set-off any money standing from time to time to the credit of any account the Company has with the Bank against the Debt.

Preservation and Retention of Security

25. (a) Any settlement, discharge or release between (i) the Company and (ii) the Bank (the "Relevant Person(s)") shall be conditional upon no security given, or payment made, to the Relevant Person(s) by the Company (or any other person) being avoided or reduced as a result of any provisions or enactments relating to insolvency for the time being in force in any jurisdiction.
- (b) In the event of such security or payment being avoided or reduced, the Relevant Person(s) shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred.
26. (a) Notwithstanding any other provision of this Floating Charge, or any release, settlement, discharge or arrangement given or made by the Bank, the Bank may retain the security created by this Floating Charge (and all documents evidencing title to the charged property or any part of it deposited with it) following the payment and discharge in full of the Debt for a period of two years and one month after such discharge.
- (b) If at any time during that period, any step is taken for the administration or winding-up (whether voluntary or compulsory) of the Company or any analogous proceedings shall be commenced, the Bank may continue to retain this security and the documents mentioned above for such further period as the Bank may reasonably determine.
- (c) The security created by this Floating Charge and documents relating to it shall be deemed to have continued to have been held as security for the Debt.

Notices Governing Law and Jurisdiction

27. Without affecting any other lawful method of service, any demand or notice to be made or given by the Bank to the Company (including without limitation, a demand for payment of all or any of the Debt) may be made or given by any manager or officer of the Bank or of any branch of it:-
- (a) By letter addressed to the Company and delivered to any officer of the Company at any place or sent by first-class post to, or left at the registered office of, the Company or any place of business or activity of the Company last known to the Bank. If sent by post it shall be regarded as having been made or given at noon on the second day following the day the letter was posted.
 - (b) By fax or other electronic means to the fax number or electronic mail address of the Company last known to the Bank. It shall be regarded as having been made or given at the time of transmission.
28. (a) This Floating Charge will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Floating Charge, its subject matter, negotiation or formation will be determined in accordance with English law.
- (b) Both the Company and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Floating Charge.

Disclosure of Information

29. The Company consents to the disclosure by the Bank of any information about the Company, this Floating Charge, the charged property and the Debt:-
- (a) to any person to whom the Bank has transferred, or proposes or may propose to transfer, all or any of its rights under this Floating Charge and/or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer; and/or
 - (b) to any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in connection with this Floating Charge and/or the Debt; and/or
 - (c) to any company within the HSBC Group being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents; and/or
 - (d) any insurer who is to, or who proposes to, provide insurance to the Bank in respect of the charged property and/or, this Floating Charge and/or Debt and/or.
 - (e) to any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

30. (a) The Bank may transfer all or any of its rights under this Floating Charge and/or the Debt to any person at any time.
- (b) If the Bank transfers all or any of its rights under this Floating Charge and/or the Debt, the Company's rights under this Floating Charge and/or the Debt (as the case may be) will stay exactly the same.

- (c) The Company will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to the Company so far as that person assumes the Bank's obligations.
- (d) The Company will at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of its rights under this Floating Charge and/or the Debt.
- (e) The Company will not transfer all or any part of its rights under this Floating Charge and/or the Debt without the prior written consent of the Bank.
- (f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above;
 - (i) the term **transfer** means sale, assignment and/or transfer;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

31. (a) Where the words "without the Bank's written consent" appear in any Clause, the Bank will not unreasonably withhold consent. The Company agrees that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
- (i) the Bank's security under this Floating Charge and its ability to enforce it;
 - (ii) the value of that which is secured to the Bank and its ability to sell the same;
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Floating Charge as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, the Company agrees that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the preservation of the Bank's security under this Floating Charge or the value of that which is secured by it; or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

32. (a) If any of the Clauses (or part of a Clause) and/or any of the paragraphs (or part of a paragraph) becomes invalid or unenforceable in any way under any law, the validity of the remaining Clauses (or part of a Clause) or paragraph (or part of a paragraph) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable Clause or paragraph mentioned above (or part of either) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

Interpretation:-

33. (a) The expressions:-
- (i) "the Company" shall include any person from time to time deriving title under the Company.

- (ii) "the Bank" shall include its successors and transferees and in both cases to the extent of their respective rights and benefits (including, without limitation, any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of the Bank become vested).
 - (iii) "environmental laws" includes all applicable laws, regulations and directives (and all notices, circulars, orders, judgements and decisions of any court or other competent authority in any jurisdiction) concerning the pollution or protection of the environment or the health of humans, animals or plants. This includes, public and workers' health and safety, the generation, use, treatment, storage, transportation or disposal, or discharge or release into the environment, of any chemicals or other pollutants or contaminants or industrial, radioactive, dangerous, toxic or hazardous substances or wastes (in whatever form and including noise and genetically modified organisms).
 - (iv) "environmental permits" means all permits, licenses, consents, approvals, certificates and other authorisations (including all conditions applicable to them) required under any environmental laws.
 - (v) "holding company" "subsidiary" and "subsidiary undertaking" shall have the meanings respectively set out in the Companies Act 2006 (as the same may be amended, varied or replaced from time to time).
- (b) Any reference to a person shall include any person, company, corporation, body corporate, government, state (or agency of a state) and any association or partnership (whether or not having legal personality) of any of these.
 - (c) Any reference to any statute or any section of any statute shall be regarded as including reference to any statutory modification or re-enactment of it for the time being in force.
 - (d) References to the singular shall include the plural and vice versa; the use of the male pronoun shall include the female and neuter; the use of the neuter pronoun shall include both the male and the female.
 - (e) The headings are used for guidance only.

Company's compliance with Memorandum and Articles of Association

34. The Company confirms that this Floating Charge does not contravene any of the provisions of its Memorandum and Articles of Association,

IN WITNESS this Deed has been executed and is intended to be and is delivered on the date first mentioned above.

Signed as a Deed by the Company acting by

Signature _____

Name in full _____

Signature _____

Name in full _____

{REDACTED}

{REDACTED}

Secretary

(Block letters)

(For use by a
Company
without a
Common Seal)

For and on behalf of HSBC Bank plc



NOTE: Receipt not to be used for registered charges.

For Bank Use Only

This Release made the _____ day of _____

BETWEEN (1) HSBC Bank plc ("the Bank")

and (2)

("the Company")

Witnesses that the Bank hereby releases to the Company all the property now comprised in or charged by the within written Floating Charge from all monies secured by and from all claims and demands under the within written Floating Charge.

In Witness whereof this document which is intended to take effect as a deed has been duly executed the day and year first before written.

SIGNED AND DELIVERED

By _____

(Signature)

as the attorney and on behalf of HSBC Bank plc
in the presence of

Full name of witness _____

Signature of witness _____

Address _____

Occupation _____