



Registration of a Charge

Company name: **T.SAVILLE WHITTLE LIMITED**

Company number: **00415620**



X8HAXE36

Received for Electronic Filing: **01/11/2019**

Details of Charge

Date of creation: **30/10/2019**

Charge code: **0041 5620 0002**

Persons entitled: **T.SAVILLE WHITTLE(EXPORT)LIMITED**

Brief description: **BY WAY OF LEGAL DEBENTURE ALL ASSETS AND UNDERTAKINGS OF THE COMPANY.**

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

Certified by: **KNIGHTS PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 415620

Charge code: 0041 5620 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2019 and created by T.SAVILLE WHITTLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2019 .

Given at Companies House, Cardiff on 4th November 2019

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

Knights

Printed 25/10/2019 12:38 PM

DATED

30th October

2019

(1) T.SAVILLE WHITTLE(EXPORT)LIMITED

and

(2) T.SAVILLE WHITTLE LIMITED

DEBENTURE

Knights plc
34 Pocklington's Walk
Leicester
LE1 6BU

THIS DEED is made on the

30th October

2019

BETWEEN

- (1) **T.SAVILLE WHITTLE(EXPORT)LIMITED** a company incorporated in England and Wales (company number 00193672) whose registered office is at Albion Bridge Works, Vickers Street, Manchester, M40 8EF (**Chargee**); and
- (2) **T.SAVILLE WHITTLE LIMITED** a company incorporated in England and Wales (company number 00415620) whose registered office is at Albion Bridge Works, Vickers Street, Manchester, M40 8EF (**Chargor**).

RECITALS

The Chargor has agreed to provide security to the Chargee for all monies owing from the Chargor to the Chargee pursuant to the Facility Agreement (as defined below).

IT IS HEREBY AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Acts: means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force).

Administrator: has the meaning given to it in clause 4.1.

Assets: means the property, undertaking and assets of the Chargor expressed to be charged to the Chargee now or hereafter under clause 2.

Chargee: shall include, unless the context otherwise requires, the Chargee's successors and assigns.

Deed of Priority: the deed of priority dated on or about the date of this Deed made between (among others) the Chargee and the Chargor.

Environmental Laws: means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment.

Facility Agreement: the facility agreement dated on or about the date of this Deed between the Borrower and the Lender.

Indebtedness: means all the Chargor's present or future indebtedness to the Chargee pursuant to the Facility Agreement and all the Chargor's other liabilities whatever to the Chargee pursuant to the Facility Agreement, together with interest, commission and any

other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Chargee and including those arising from the Chargee perfecting or enforcing or attempting to enforce this Deed or any other security (and its rights thereunder) held by the Chargee from time to time.

Property: means all leasehold and freehold property referred to in clauses 2.1.1 and 2.1.2.

Receiver: has the meaning given to it in clause 4.1.

1.2 Interpretation

In this deed:

- 1.2.1 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.4 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7 a reference to **writing** or **written** includes fax but not e-mail.

2. CHARGE

2.1 The Chargor hereby covenants on demand to pay or discharge the Indebtedness to the Chargee as and when the same become due for payment and discharge. As security for the payment and discharge of the Indebtedness as and when the same become due for payment and discharge, the Chargor hereby charges to the Chargee, with full title guarantee:

- 2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Chargor, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

- 2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Chargor (not being Property charged by clause 2.1.1) now and in the future vested in the Chargor, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
 - 2.1.3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
 - 2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Chargor;
 - 2.1.5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Chargor;
 - 2.1.6 by way of floating charge, all the Chargor's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Deed.
- 2.2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.1.6 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of the Insolvency Act 1986.

3. COVENANTS

- 3.1 The Chargor shall not;
- 3.1.1 (except for charges in favour of the Chargee created under or pursuant to this Deed) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;
 - 3.1.2 sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
 - 3.1.3 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;
 - 3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring;
 - 3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it; or
 - 3.1.6 move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of May 29, 2000 on insolvency procedures outside England and Wales.

3.2 The Chargor shall:

- 3.2.1 forthwith upon request by the Chargee deposit with the Chargee all deeds and documents of title and all insurance policies relating to the Assets and promptly notify the Chargee on acquiring any Property after the date of this Deed;
- 3.2.2 keep such of the Assets as are insurable comprehensively insured to the Chargee's satisfaction in writing (and, if so required by the Chargee, in the joint names of itself and the Chargee) against loss or damage by fire and such other risks as the Chargee may require, to their full replacement value and, where such insurance is not in joint names, procure that the Chargee's interest is noted on all policies required under this clause 3.2.2;
- 3.2.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.2.2 and on demand produce the insurance policies and premium receipts to the Chargee;
- 3.2.4 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
- 3.2.5 forthwith upon request by the Chargee pay into an account nominated by the Chargee all moneys which it may receive in respect of the book debts and other debts charged by clause 2.1.4 and, except with the Chargee's prior written consent, not make any withdrawals from such account;
- 3.2.6 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify the Chargee promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of any Environmental Laws; and
- 3.2.7 promptly notify the Chargee of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Chargor or any of its Assets and, if any such official is appointed, of his appointment.

- 3.3 If the Chargor fails to perform any of its obligations under clauses 3.2.2, 3.2.3 or 3.2.4, the Chargee may take out or renew any insurance or effect such repairs and take such other action as he may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Chargor on demand.

4. RECEIVER

- 4.1 At any time after the Chargee's demand for payment from the Chargor of any Indebtedness (or if so requested by the Chargor), the Chargee may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers (the **Receiver**, which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Assets or may appoint an administrator (the **Administrator**) of the Chargor in accordance with paragraph 14 of Schedule B1 to the

Insolvency Act 1986. Without limiting the Chargee's rights under this clause 4.1 or at law, the Chargee may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver or an Administrator if the Chargee becomes aware of any of the matters referred to in clause 3.2.7 or if the security created by this Deed shall be in jeopardy.

4.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

4.3 The Receiver shall, subject to the terms of the Acts, be the Chargor's agent and shall have all powers conferred by the Acts. The Chargor alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Chargee's power of sale, the Receiver shall have power:

4.3.1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Chargor's name or otherwise as he shall think fit;

4.3.2 to carry on or concur in carrying on the Chargor's business and raise money from the Chargee or others on the security of all or any part of the Assets;

4.3.3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;

4.3.4 to take, continue or defend any proceedings and make any arrangement or compromise which the Chargee or he shall think fit;

4.3.5 to make and effect all repairs, improvements and insurances;

4.3.6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;

4.3.7 to call up any of the Chargor's uncalled capital;

4.3.8 to promote the formation of a subsidiary company or companies of the Chargor, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets; and

4.3.9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.

4.4 Any moneys received under this Deed shall be applied in the order as set out in clause [XX] of the Deed of Priority.

5. MISCELLANEOUS

5.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by

the Chargor without the Chargee's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.

5.2 By notice in writing to the Chargor, the Chargee may at any time convert the floating charge created by clause 2.1.6 into a specific charge over any Assets specified in the notice which the Chargee considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Chargor at its expense shall at any time on the Chargee's request promptly execute and deliver to the Chargee any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2.1.6) or such other charge as the Chargee may in their discretion think fit for securing the Indebtedness.

5.3 This Deed shall be:

5.3.1 a continuing security to the Chargee, notwithstanding any settlement of account or other matter or thing whatever;

5.3.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Chargee may hold now or hereafter on all or any part of the Assets; and

5.3.3 in addition to any rights, powers and remedies at law.

- 5.4 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Deed. The Chargee shall not exercise his power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 5.5 No failure or delay on the Chargee's part in the exercise of any of his rights, powers and remedies (in this clause 5) under this Deed or at law shall operate or be construed as a waiver. No waiver of any of the Chargee's rights shall preclude any further or other exercise of that right or of any other right.
- 5.6 The Chargee may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Chargor's liabilities or the Chargee's rights under this Deed.
- 5.7 The Chargor certifies that the charges created by this Deed do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 5.8 The Chargor shall, on demand by the Chargee, execute and deliver all transfers, mandates, assignments, deeds or other documents as the Chargee may require to perfect his rights under this Deed and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Deed.

6. POWER OF ATTORNEY

By way of security, the Chargor hereby irrevocably appoints the Chargee and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

7. COSTS

All costs, charges and expenses incurred by the Chargee and all other moneys paid by the Chargee or the Receiver in perfecting or otherwise in connection with this Deed and all costs of the Chargee or the Receiver of all proceedings for enforcement of this Deed shall be recoverable from the Chargor as a debt, shall bear interest at the rate per annum of 4 per cent over the base lending rate of the Bank of England accordingly (as well before as after judgment) and shall be charged on the Assets.

8. SEVERANCE

If at any time any provision in this Deed is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not be impaired.

9. NOTICES

9.1 Each notice or other communication required to be given to a party under or in connection with this Deed shall be:

9.1.1 in writing;

9.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service, and sent to the relevant party at the address stated in this deed or to any other address as is notified in writing by one party to the other from time to time.

9.2 Any notice or other communication shall be deemed to have been received:

9.2.1 if delivered by hand, at the time it is left at the relevant address; and

9.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given on a day that is not a business day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next business day.

10. GOVERNING LAW AND JURISDICTION

10.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof this document has been executed and delivered as a deed on the date first stated above.

Chargee

EXECUTED and DELIVERED
as a DEED by
T.SAVILLE WHITTLE(EXPORT)LIMITED
acting by a director in the presence of:

Director Signature

Director Name

Witness:

Signature

Name

Address

Occupation

EXECUTED and DELIVERED
as a **DEED** by **T.SAVILLE WHITTLE LIMITED**
acting by a director
in the presence of:

Director Name

Occupation

Plenus

PAMELA FENN

34, BELMONT AVE.,

SPRINGHEAD, OLDHAM
OLY 4RS

SALES MANAGER

