



Registration of a Charge

Company name: **STEPHENS & WYATT LIMITED**

Company number: **01478912**



X836OXG3

Received for Electronic Filing: **11/04/2019**

Details of Charge

Date of creation: **08/04/2019**

Charge code: **0147 8912 0002**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **N/A**

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: **NIKKI ADAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1478912

Charge code: 0147 8912 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2019 and created by STEPHENS & WYATT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2019 .

Given at Companies House, Cardiff on 12th April 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

To: **HANDELSBANKEN PLC**

In consideration of Handelsbanken plc (the "Bank", which expression shall include its successors and assigns) agreeing to make or continuing to make loans or advances to Stephens & Wyatt Limited, 01478912, of Ground Floor, 45 Pall Mall, London, SW1Y 5JG (hereinafter referred to as the "Depositor") or incurring liabilities on behalf of the Depositor by way of acceptance or discount or negotiation of bills of exchange or in respect of documentary credits or standby credits or collections or otherwise in any way whatsoever, at any office or offices of the Bank, the Depositor undertakes to and agrees with the Bank as follows:

1. Joint and several Liability

Where this Memorandum is signed by or on behalf of a firm or otherwise by or on behalf of more than one person, any liability arising under this Memorandum shall be deemed to be the joint and several liability of the partners in the firm or of such persons as referred to above and any demand made or notice given by the Bank to any one or more of such persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Bank is to be at liberty to release or discharge any one or more of such persons from liability under this Memorandum or to compound with, accept compositions from or make any other arrangements with any of such persons without as a result releasing or discharging any other party to this Memorandum or otherwise prejudicing or affecting its rights and remedies against such other party. If this Memorandum is signed by or on behalf of more than one person and any one or more of those persons is not bound by the provisions of this Memorandum (whether by reason of lack of capacity or improper execution of this Memorandum or for any other reason) the parties hereto shall continue to be bound by the provisions of this Memorandum as if those who are not bound had not been parties to this security.

2. Covenant to pay

The Depositor will pay or discharge on the Bank's first demand, and this Memorandum shall be a continuing security to the Bank for the payment or discharge on demand by the Bank of, the following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Depositor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere):-

- (A) all present and future indebtedness of the Depositor to the Bank on any current, advance, loan or other account whatsoever;
- (B) all liabilities whatsoever of the Depositor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Depositor or other loans, credits or advances made to or for the accommodation or at the request of the Depositor;
- (C) all other liabilities and obligations whatsoever of the Depositor to the Bank, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the

Bank (including, without limitation, liabilities and obligations as surety or guarantor); and

- (D) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Depositor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank in respect of or in any way relating to this Memorandum or the Deposit (as defined in Clause 3 hereof) or arising out of or in any way relating to or in respect of any such indebtednesses or liabilities or obligations on a full and unqualified indemnity basis

together in each of the cases mentioned in paragraphs (A), (B), (C) and (D) of this Clause with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Depositor, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment. The certificate of the Bank as to the amount at any time secured hereby shall save in the case of manifest error be conclusive as against the Depositor.

3. Deposit and Charge

- (A) The Depositor has agreed to deposit with the Bank at its office at Hertford branch the sum of £25,000. Such sum and all other sums from time to time standing to the Depositor's credit on the Depositor's account number [REDACTED] with the Hertford branch of the Bank or any deposit account with the Bank, whether at the same or at any other of the Bank's offices, whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited with the Bank by the Depositor or otherwise, together in each case with any interest from time to time accruing in respect thereof and all amounts deriving therefrom whether directly or indirectly are hereinafter referred to as the "Deposit".
- (B) It is a fundamental term arising upon the deposit with the Bank of each amount which is to constitute part of the Deposit that no part of the amount so deposited or any other part of the Deposit shall be repayable by the Bank, unless the Bank otherwise agrees in writing, until all indebtednesses, liabilities and obligations referred to in Clause 2 hereof (together, the "Liabilities") shall be duly paid or discharged and the Bank shall not be subject to any obligation which may lead to the Depositor incurring any further indebtedness, liability or obligation to the Bank (a "Bank Obligation").
- (C) Upon receipt by the Bank of the full amount of the Liabilities the Bank shall (if it is not subject to any Bank Obligation and subject to Clause 15 hereof) repay the Deposit in accordance with its terms following a demand by the Depositor.

- (D) The Depositor with full title guarantee and as a continuing security for the payment and discharge of all the Liabilities hereby charges in favour of the Bank by way of first fixed charge the Deposit and each and every debt represented by the Deposit.

4. Bank's powers

Notwithstanding the terms of Clause 3 hereof, the Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction:

- 4.1. to retain and take possession of the whole or any part or parts of the Deposit;
- 4.2. to appropriate the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Liabilities;
- 4.3. for the purposes of any such appropriation to convert (without the Bank having any responsibility for any resulting loss) the whole or any part or parts of the Deposit, at the expense of the Depositor, into any currency other than that in which the same is or are then held by the Bank, and/or to transfer the whole or any part or parts of the Deposit to any of the Bank's offices other than that at which the same is or are then held by the Bank;
- 4.4. generally to exercise all other rights, remedies and powers of enforcement conferred by law,

all in such manner as the Bank may in its absolute discretion determine. The powers conferred by this Memorandum shall not prejudice the Bank's right to enforce payment or discharge of the Liabilities without previous resort to this security. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security.

5. Set-off

Notwithstanding the terms of Clause 3 hereof, the Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction to apply in or towards payment or discharge of any or all of the Liabilities any credit balance (whether or not then due and irrespective of the currency of the balance) on any account (whether current, deposit or other) maintained with the Bank in the name of the Depositor. Without prejudice to the generality of the provisions contained in Clause 4 hereof, for this purpose the Bank is irrevocably authorised to use all or any such part of any such credit balance as it shall see fit to purchase such other currencies (if any) as may be necessary to effect any such application. The rights of the Bank under this Clause shall be without prejudice and in addition to any right of set-off, combination or consolidation of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

6. Deposit for fixed period

The provisions of Clauses 3, 4 and 5 above shall apply notwithstanding that the Deposit or any part or parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired.

7. Representation, warranty and undertaking

The Depositor represents and warrants that the Depositor is the sole legal and beneficial owner of the Deposit now subject to, or which at any time after this date may become subject to, the security constituted by this Memorandum and that the rights of the Depositor in respect of the Deposit are free from any mortgage, lien or security agreement or security interest of any kind, with the exception of the security constituted by this Memorandum, and the Depositor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Memorandum the Depositor will not, with the exception of the security constituted by this Memorandum, create, attempt to create, or permit to subsist any such mortgage, lien or security agreement or security interest on or over or assign or purport to assign the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

8. Covenant for further assurance and power of attorney

- (A) The Depositor will upon notice in writing by the Bank and at the cost of the Depositor execute and deliver such documents and such further or other memoranda of security, mortgages, charges, assignments or assurances in such form and on such terms as the Bank may require in respect of the Deposit, and execute, deliver and do all such documents, acts, matters or things as the Bank may require to perfect or protect the security hereby created or any of it and to enable or facilitate the exercise by the Bank of all powers, authorities and discretions hereby conferred upon it.
- (B) The Depositor hereby irrevocably and by way of security appoints the Bank and any person nominated in writing under the hand of any officer of the Bank as joint and several attorney of the Depositor for the Depositor and in his name and on his behalf and as his act and deed and with full power of substitution (before as well as after the winding-up, liquidation, dissolution, bankruptcy, incapacity or death of the Depositor) to execute, seal and deliver or perfect and do or make any deed, assurance, agreement, instrument, act or thing which the Depositor ought to execute and do under the covenants, undertakings, and provisions contained in this Memorandum or which may be required or deemed proper by the Bank, in its absolute discretion, for any of the purposes of this security. The Depositor hereby ratifies and confirms, and agrees to ratify and confirm, whatsoever his attorneys appointed hereunder (and any of them) shall do or purport to do in the exercise, or purported exercise, of all or any of the rights or powers vested in them hereunder.

9. No suretyship

None of the persons included in the expression "Depositor" shall, as against the Bank, be entitled to any of the rights or remedies, legal or equitable, of a surety or a joint obligor as regards the

indebtednesses, obligations or liabilities of any of the other persons included in the expression "Depositor".

10. No contravention of constitution

The Depositor hereby represents and warrants to the Bank in any case where a company is comprised in the Depositor that (i) it has full power to enter into this Memorandum and to exercise its rights and perform its obligations hereunder, (ii) all corporate and other action and conditions and things required to be taken, fulfilled or done (including the obtaining of any necessary consents, approvals and authorisations) to enable it duly and lawfully to enter into this Memorandum and to perform its obligations hereunder have been duly taken, fulfilled or, as the case may be, done, and all such consents, approvals and authorisations remain in full force and effect, (iii) neither the entry into nor the performance of its obligations under this Memorandum do or will violate, contravene or constitute a default under, or exceed any borrowing restrictions or other powers or restrictions granted or imposed by, under or pursuant to, any law or regulation to which it is subject or its memorandum or articles of association or other of its constitutional documents or any agreement to which it is a party or which is binding on it or its assets or do or will result in the existence of or oblige it to create any mortgage, charge, pledge, lien or other encumbrance over its undertaking or any of its assets (otherwise than in favour of the Bank).

11. Notices

Any demand or notice by the Bank hereunder shall be in writing signed by any of its officers and may be served on the Depositor by leaving the same, or sending it through the post or by telex or facsimile transmission addressed to the Depositor, at the address last known to the Bank as the registered or principal office or, as the case may be, place of abode or business of the Depositor, and a demand or notice so served shall be effective, notwithstanding that it may later be returned undelivered, if left at such address at the time it was so left, or if sent by post at the time of posting, and in proving such service by post it shall be sufficient to prove that the envelope containing the demand or notice was properly addressed, stamped and posted. In proving personal service an affidavit sworn by the process server shall be sufficient evidence of proper service for all purposes. Any such demand or notice by telex or facsimile transmission shall be deemed to have been duly served at the time when in the ordinary course of transmission it would have been received.

12. Bank reorganisation

This Memorandum shall remain in effect and binding on the Depositor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale of any part of its undertaking and assets to a new company and notwithstanding the sale or transfer of the whole or any part of the Bank's undertaking and assets to another company whether the company with which the Bank amalgamates or merges or the company to which the Bank transfers the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not differ from the Bank in its objects, character or constitution and notwithstanding any transfer or assignment of the benefit of the indebtedness, liabilities or obligations hereby secured, the provisions herein contained and/or any rights conferred upon the

Bank hereby to any other person it being the intent of the Depositor that this Memorandum shall remain valid and effectual in all respects in favour of and against and with reference to, and that the benefit hereof and all or any rights conferred upon the Bank hereby may be assigned to and enforced by, any such company or other person and proceeded on in the same manner to all intents and purposes as if such company or other person had been named herein instead of or in addition to the Bank and the Bank shall be entitled (without liability to the Depositor) to disclose any information regarding the financial affairs of the Depositor or otherwise to any transferee or assignee or proposed transferee or assignee or other person entering into or proposing to enter into contractual arrangements with the Bank in relation to this Memorandum and/or the Liabilities.

13. No waiver

No delay or omission on the part of the Bank in exercising any right, power, privilege or remedy in respect of this security shall impair such right, power, privilege or remedy or be construed as a waiver thereof nor shall any single or partial exercise of any such right, power, privilege, or remedy preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies herein provided are cumulative and not exclusive of any rights, powers, privileges and remedies provided by law. Any waiver by the Bank of any term of this Memorandum and any consent or approval given by the Bank under or in relation to it, shall only be effective if given in writing and then for the purpose for which, and upon the terms and conditions (if any) on which it is given.

14. Continuing security

This security shall be a continuing security notwithstanding the winding-up, liquidation, dissolution, receivership, administration, insolvency, bankruptcy, incapacity or death of the Depositor, or any settlement of account or other matter whatsoever and is in addition to^u and shall not merge with or otherwise release, prejudice or affect any contractual or other right or remedy or any other security now or hereafter held by or available to the Bank and shall not be in any way released, prejudiced or affected thereby or by the invalidity thereof or by the Bank now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with the Depositor or any other person or making or abstaining from making any demand for payment on the Depositor or any other person.

15. Void or voidable payments and retention of security

- (A) No assurance, security, guarantee or payment which may be void, voidable, avoided or invalidated under any law relating to bankruptcy, insolvency, administration or winding-up (including without limitation sections 238, 239, 242, 243, 245 or 423 of the Insolvency Act, 1986), and no release, settlement, discharge or arrangement given or made by the Bank on the faith or as a consequence of any such assurance, security, guarantee or payment, shall prejudice or affect the right of the Bank to enforce this security to the full extent of the Liabilities.
- (B) The Bank may in its absolute discretion retain the security hereby created for a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be set aside, avoided or invalidated after all financial accommodation from

time to time made available to the Depositor by the Bank shall have ceased to be available or (if longer) all the Liabilities shall have been paid and discharged in full to the satisfaction of the Bank (including provision for contingent liabilities in such manner and in such amount as may be determined by the Bank), notwithstanding any release, settlement, discharge or arrangement given or made by the Bank on, or as a consequence of, such cessation of financial accommodation, or as the case may be, payment of moneys due.

- (C) If at any time within the period in which any assurance, security, guarantee or payment may be set aside, avoided or invalidated a petition shall be presented to a competent court for an order for the bankruptcy, insolvency or winding-up of the Depositor, or if an effective resolution is passed for the winding-up of the Depositor, or a petition for an administration order shall be presented or an administration order shall be made in respect of the Depositor, the Bank may, notwithstanding as aforementioned, continue to retain the security hereby created or any part thereof for and during such further period as the Bank in its absolute discretion shall determine. The Depositor agrees that in such circumstances the security hereby created shall be deemed to have been and to have remained held by the Bank as and by way of security.
- (D) In the event that the Bank shall be required under sections 234, 241 or 425 of the Insolvency Act 1986 to pay any sum to any party (including the Depositor), then such sum when paid by the Bank shall be deemed to form part of the Liabilities and any release, settlement, discharge or arrangement given or made by the Bank on the faith or as a consequence of any payment on account of the Liabilities which payment the Bank shall have been so required to pay to any party shall be treated as having been given or made by the Bank, and accepted by the Depositor upon the express condition that the same shall be subject and without prejudice to the Bank's right to recover the same under this Memorandum.

16. Depositor's insolvency

As between the Bank and any person comprised in the Depositor, no such person shall without the Bank's written consent prove in the winding-up, liquidation, administration, dissolution or bankruptcy of, or exercise any right of action or right to obtain security or claim any security for or in relation to any indebtedness, liability or obligation of, any other such person and any moneys received by or security given to any such first referred to person in contravention of this Clause shall be held upon trust for the Bank absolutely and dealt with as it shall direct in its absolute discretion.

17. Perpetuity period

The perpetuity period applicable to the trusts declared in this Memorandum shall be a period of eighty years from the date hereof.

18. Severability of provisions

The illegality, invalidity or unenforceability of any provision of this Memorandum under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other

jurisdiction or the legality, validity or enforceability of any other provision of this Memorandum.

19. Interpretation

In this Memorandum unless the context otherwise requires:-

- (i) any reference to a "person" shall include any person, firm, body corporate or unincorporated body of persons;
- (ii) any reference to the masculine gender shall include the feminine gender and the neuter gender and vice versa;
- (iii) any reference to the singular shall include the plural and vice versa;
- (iv) any reference to a statutory or other legislative provision shall be construed as a reference thereto as amended, varied, re-enacted or substituted (whether before or after the date hereof) and shall include any provision of which it is a re-enactment or substitute; and
- (v) any reference to winding up, liquidation, dissolution, receivership, administration, insolvency or bankruptcy or any other insolvency or bankruptcy event shall be deemed to constitute a reference also to any event which, in the opinion of the Bank, appears to correspond thereto or appears to be similar thereto in any country or territory in which the Depositor is incorporated or carries on business or to the jurisdiction of whose courts the Depositor or any part of the assets of the Depositor are subject.

(B) Headings shall be ignored when construing this Memorandum.

20. Governing law: submission to jurisdiction: process agency

This Memorandum shall be governed by and construed in accordance with English law and the Depositor hereby irrevocably agrees for the sole benefit of the Bank that the English courts are to have jurisdiction to settle any suit, action or proceeding which may arise out of or in connection with this Memorandum and accordingly any suit, action or proceeding so arising (in this Clause referred to as "Proceedings") may be brought in such courts and the Depositor hereby submits to the jurisdiction of such courts. Without prejudice to the foregoing, the parties hereto further irrevocably agree that any Proceedings may be brought in the courts of such other jurisdiction or jurisdictions as the Bank may from time to time select and the Depositor hereby waives absolutely any immunity to which he or his assets may be entitled in any jurisdiction and any objection which he may have now or in the future to the English or any such other courts being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such

court is not a convenient or appropriate forum. The Depositor hereby irrevocably appoints such person (if any) as is specified below as his agent for service of process in England.

Agent for service of process:

Name:

Address:

IN WITNESS WHEREOF the Depositor has caused this Memorandum to be executed under seal or otherwise as his deed on the 8th day of ~~March~~ April 2019.

SIGNED and DELIVERED by
as his/her DEED in the presence of:)

[Redacted Signature]

MARK OULDS

Witnessed by:

Signature

Name

Occupation

[Redacted Signature]

MARK BELSEY

BANK OFFICIAL

Address:

[Redacted Address]

SIGNED by)
(a Director) and)
(a Director or Secretary) and)
thereby executed by)
as its DEED)

Director

Director/Secretary)

Resolution re Memorandum of Security over Cash Deposits

Extract from the Minutes of a Meeting of the Directors

of STEPHENS & WYATT LIMITED (the 'Company')

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business the Company agreed to enter into the memorandum of security over cash deposits in the form now produced (the "Memorandum") and to deliver the Memorandum to the Bank.

It was resolved that the Memorandum be executed by the Company and executed and delivered as a deed by the Director in the presence of a witness."

I hereby certify that the foregoing is a true extract from the Minutes of a Meeting of the Directors at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the 12th day of January 2019 and that a true copy of the Memorandum has been retained by the Company.

Secretary

