



Registration of a Charge

Company Name: **ST ANDREW'S TUTORIAL SERVICES LIMITED**

Company Number: **01835460**



Received for filing in Electronic Format on the: **04/06/2021**

XA5Y31L6

Details of Charge

Date of creation: **02/06/2021**

Charge code: **0183 5460 0031**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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: **SYLVANA LEE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1835460

Charge code: 0183 5460 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2021 and created by ST ANDREW'S TUTORIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2021 .

Given at Companies House, Cardiff on 4th June 2021

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**

DEED OF ACCESSION - SECURITY

THE DEED is dated 2 June 2021

- (1) **THE COMPANIES LISTED IN PART 1 OF THE SCHEDULE HERETO** (each an "Additional Chargor", together the "Additional Chargors");
- (2) **DUKES EDUCATION FINANCE LTD** for itself as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (the "Company"); and
- (3) **WILMINGTON TRUST (LONDON) LIMITED** as security agent for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the "Security Agent").

BACKGROUND

- (A) Each Additional Chargor is a Subsidiary of the Company.
- (B) The Company has entered into a debenture (containing fixed and floating security) dated 31 October 2019 (the "Security Agreement") between the Company, the other Chargors under and as defined in the Security Agreement and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Transaction Security Document.

2 ACCESSION

With effect from the date of this Deed each Additional Chargor:

- a) will become a party to the Security Agreement as a Chargor; and
- b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3 SECURITY

- a) Paragraphs (a) to (g) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- b) All this Security:
 - i is created in favour of the Security Agent;
 - ii is security for the payment, discharge and performance of all the Secured Obligations; and

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- iii is made where relevant with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- c) Subject to paragraph (d) below, if an Additional Chargor assigns an agreement or any rights with respect to an agreement under this Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement, the assignment or charge will not take effect.
- d) After any Security created by this Deed has become enforceable, notwithstanding paragraph (c) above, in respect of any Relevant Contract if the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
 - i each Additional Chargor must promptly notify the Security Agent;
 - ii unless the Security Agent otherwise requires, each Additional Chargor must, and each other Additional Chargor must ensure that each Additional Chargor will, use reasonable endeavours to obtain the consent as soon as practicable;
 - iii the assignment or charge will take effect once that consent is obtained; and
 - iv each Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- e) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- f) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security.
- g) Each Additional Chargor:
 - i charges by way of a first fixed charge all shares owned by it and specified in Part 2 of the schedule to this Deed;
 - ii charges by way of a first fixed charge all Plant and Machinery;
 - iii charges by way of a first fixed charge all of its rights in respect of each of its Bank Accounts specified in Part 3 of the schedule to this Deed;
 - iv assigns by way of security, subject to a proviso for reassignment on redemption:
 - (1) all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts; and
 - (2) to the extent that they are not effectively assigned under paragraph (1) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (1) above;
 - v assigns by way of security, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 5 of the schedule to this Deed; and
 - vi charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 6 of the schedule to this Deed.

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4 MISCELLANEOUS

With effect from the date of this Deed:

- a) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party to the Security Agreement in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (Security Assets) (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it); and
- c) the Company, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

5 LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE

PART 1 – ADDITIONAL CHARGORS

Name of Additional Chargor	Registration Number	Original Jurisdiction	Notice Details
Hampton Court House Limited	03504339	England and Wales	Address: 4 th Floor South 14- 16 Waterloo Place London SW1Y 4AR E-Mail: [REDACTED] Attention: Aatif Hassan and Jon Pickles
Chiswick & Bedford Park Preparatory School Company Limited	02489668	England and Wales	Address: 4 th Floor South 14- 16 Waterloo Place London SW1Y 4AR E-Mail: [REDACTED] Attention: Aatif Hassan and Jon Pickles
The Career Portal Limited	09266724	England and Wales	Address: 4 th Floor South 14- 16 Waterloo Place London SW1Y 4AR E-Mail: [REDACTED] Attention: Aatif Hassan and Jon Pickles
St Andrew's Tutorial Services Limited	01835460	England and Wales	Address: 4 th Floor South 14- 16 Waterloo Place London SW1Y 4AR E-Mail: [REDACTED] Attention: Aatif Hassan and Jon Pickles

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PART 2

SHARES

Name of Chargor (registered holder of shares)	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
N/A	N/A	N/A	N/A	N/A

PART 3**BANK ACCOUNTS**

Name of Chargor	Bank	Sort code	Account Number
Hampton Court House Limited	Barclays	■■■■■	■■■■■
Hampton Court House Limited	Barclays	■■■■■	■■■■■
Hampton Court House Limited	Barclays	■■■■■	■■■■■
Hampton Court House Limited	Barclays	■■■■■	■■■■■
Hampton Court House Limited	Barclays	■■■■■	■■■■■
Chiswick & Bedford Park Preparatory School Company Limited	Natwest	■■■■■	■■■■■
Chiswick & Bedford Park Preparatory School Company Limited	Natwest	■■■■■	■■■■■
The Career Portal Limited	Natwest	■■■■■	■■■■■
St Andrew's Tutorial Services Limited	Lloyds	■■■■■	■■■■■
St Andrew's Tutorial Services Limited	Lloyds	■■■■■	■■■■■

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PART 4**INSURANCE**

Chargor	Insurer	Policy Number	Type of Policy
Hampton Court House Limited	Ecclesiastical Insurance Office plc		Commercial Combined
Chiswick & Bedford Park Preparatory School Company Limited	Ecclesiastical Insurance Office plc		Commercial Combined
The Career Portal Limited	Ecclesiastical Insurance Office plc		Commercial Combined
St Andrew's Tutorial Services Limited	Ecclesiastical Insurance Office plc		Commercial Combined

PART 5

RELEVANT CONTRACTS

1. The Share Sale and Purchase Agreement of the entire issued share capital of The Career Portal Limited dated 26 January 2021 and entered into between Dukes Applications Ltd and the persons listed in part 1 of Schedule 1 therein
2. The Share Sale and Purchase Agreement of the entire issued share capital of **St. Andrew's** Tutorial Services Limited dated 17 February 2021 and entered into between Dukes Colleges Ltd and the persons listed in part 1 of Schedule 1 therein
3. The Share Sale and Purchase Agreement of the entire issued share capital of Chiswick & Bedford Park Preparatory School Company Limited dated 26 February 2021 and entered into between Dukes Schools Ltd and the persons listed in part 1 of Schedule 1 therein
4. The Share Sale and Purchase Agreement of the entire issued share capital of Hampton Court House Limited and Fredic Limited dated 16 March 2021 and entered into between Dukes Schools Ltd and the persons listed in part 1 of Schedule 1 therein

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PART 6**INTELLECTUAL PROPERTY****Domain Names**

Chargor	Domain
Hampton Court House Limited Chiswick & Bedford Park Preparatory School Company Limited The Career Portal Limited St Andrews Tutorial Services Limited	

Trade marks**Unregistered trade marks**

Chargor	Trade names	Logos
Hampton Court House Limited Chiswick & Bedford Park Preparatory School Company Limited The Career Portal Limited St Andrews Tutorial Services Limited		

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargors

EXECUTED as a DEED by)
HAMPTON COURT HOUSE LIMITED)
 acting by a director in the presence of:) Director
) **Print name: Jonathan Pickles**

Signature of witness _____

Print name (in BLOCK CAPITALS): **Rebecca Pickles**

Address:

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EXECUTED as a DEED by)
CHISWICK & BEDFORD PARK)
PREPARATORY SCHOOL COMPANY)
LIMITED) Director
 acting by a director in the presence of:) **Print name:** Jonathan Pickles

Signature of witness _____

Print name (in BLOCK CAPITALS): **Rebecca Pickles**

Address:

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EXECUTED as a DEED by) 
THE CAREER PORTAL LIMITED) _____

acting by a director in the presence of:

)	Director
)	Print name: Jonathan Pickles

Signature of witness _____

Print name (in BLOCK CAPITALS): **Rebecca Pickles**

Address: [REDACTED]

EXECUTED as a DEED by) 
ST ANDREW'S TUTORIAL SERVICES) _____

acting by a director in the presence of:) **Director**
) **Print name:** Jonathan Pickles

Signature of witness _____

Print name (in BLOCK CAPITALS): **Rebecca Pickles**

Address: _____

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The Company


EXECUTED as a deed by)
DUKES EDUCATION)
FINANCE LTD)


Director


In the presence of)

Signature of witness:

Name:


Rebecca Pickles

Address:


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**The Security Agent
Wilmington Trust (London) Limited**

By:

Notice details for the Security Agent

Name: George Bolas

Email:

[REDACTED]

Fax: N/A

Address: Third Floor, 1 King's Arm Yard, London, EC2R 7AF

**The Security Agent
Wilmington Trust (London) Limited**

By: 
CHRIS HURFORD
VICE PRESIDENT

Notice details for the Security Agent

Name: George Bolas

Email: 

Fax: N/A

Address: Third Floor, 1 King's Arm Yard, London, EC2R 7AF