



Registration of a Charge

Company Name: **B.O.B. STEVENSON LIMITED**

Company Number: **01881804**



XCTY7ZXN

Received for filing in Electronic Format on the: **03/01/2024**

Details of Charge

Date of creation: **22/12/2023**

Charge code: **0188 1804 0003**

Persons entitled: **PERROTT PROPERTY INVESTMENTS LTD**

Brief description:

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

Certified by: **THOMAS BENJAMIN JACKSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1881804

Charge code: 0188 1804 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by B.O.B. STEVENSON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2024 .

Given at Companies House, Cardiff on 4th January 2024

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 22nd Dec 2023

B.O.B. Stevenson Limited

and

Perrott Property Investments Ltd

DEBENTURE

B.O.B. STEVENSON LIMITED

(incorporated under the Companies Act 2006)

DEBENTURE

Issued under the authority of the Company's Articles of Association and a resolution of the board of directors of the Company passed on **22 December 2023**

Parties

1. **B.O.B. Stevenson Limited** incorporated and registered in England and Wales with company number 01881804 whose registered office is at 5 Coleman Street, Derby, England, DE24 8NL ('Company') hereby charges to **Perrott Property Investments Ltd** incorporated and registered in England and Wales with company number 09826037 whose registered office is at 154 Parkway, Welwyn Garden City, Hertfordshire, England, AL8 6HZ ('**Debenture Holder**' which expression where the context so admits includes their successors in title and permitted assigns) the assets specified in clause 2 of this Debenture in the manner specified in that clause with payment of all money and liabilities actual and contingent which at the date of this Debenture and from time to time hereafter shall be due owing or incurred by the Company to the Debenture Holder together with any legal and other costs charges and expenses incurred by the Debenture Holder in relation to its Debenture or in enforcing the security hereby created on a full and unqualified indemnity basis.

Charges

2. The Company with full title guarantee hereby charges with the payment of all sums intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 4 of this Debenture):
 - (1) by way of first fixed equitable charge all freehold and leasehold property which the Company may acquire in future including all buildings and fixtures (including trade fixtures) from time to time on any such property together with the benefit of all leases underleases tenancies and agreements relating to such property and all rents and profits from such property;
 - (2) by way of first fixed charge all stocks shares bonds and securities of any kind

whether marketable or otherwise and all other interests including (but not limited to) loan capital of the Company both present and future in any company firm consortium or entity;

- (3) by way of first fixed charge the uncalled capital goodwill and all patents patent applications trade marks trade names registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;
- (4) by way of first fixed charge all plant and machinery, equipment and motor vehicles from time to time owned by the Company (whether fixed or loose, removable or otherwise but excluding the Company's stock-in-trade); and
- (5) by way of floating charge all the undertaking and assets of the Company (including but not limited to its book and other debts and its stock-in-trade) whatsoever and wheresoever situate both present and future.

Debenture Holder's Rights

3. (1) The Company shall deposit with the Debenture Holder and the Debenture Holder during the continuance of this security shall subject as aforesaid be entitled to hold all deeds and documents of title relating to the Company's freehold and leasehold properties for the time being and the Company shall on the Debenture Holder's written demand and at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties for the time being vested in the Company at any time during the continuance of this security and not already the subject of a legal charge in favour of the Debenture Holder to secure the payment to the Debenture Holder of the money and liabilities hereby secured such legal mortgage to be in such form as the Debenture Holder may require.
- (2) The Company shall not have power save with the written consent of the Debenture Holder to create any further mortgage or charge over any of the Company's assets ranking in priority to or pari passu with this Debenture.
- (3) This Debenture shall be a continuing security to the Debenture Holder notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Debenture

Holder may now or at any time hereafter hold on the assets of the Company or any part thereof for or in respect of the monies hereby secured or any of them or any part thereof respectively.

- (4) The Debenture Holder may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge over any of the assets which are specified in such notice. Any such floating charge shall automatically be converted into a fixed charge immediately prior to the Company disposing of any of its assets in breach of the terms of this Debenture.

Demand and Enforcement

4. All money and liabilities hereby secured shall become immediately payable and the security enforceable:
 - (1) if a distress or execution is levied or issued against any of the property of the Company and is not paid out within fourteen days; or
 - (2) if any order is made or an effective resolution is passed for winding-up the Company; or
 - (3) if an incumbrancer takes possession of any of the assets of the Company or any person is appointed as an administrator or receiver of the Company; or
 - (4) if the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
 - (5) if any security now or hereafter issued by the Company in favour of any third party shall become enforceable; or
 - (6) if the Company makes default for 14 days in the payment of any amounts due to the Debenture Holder (whether demanded or not) and hereby secured.

Receivers and Administrators

5. (1) At any time after the presentation of a petition applying for an administration order to be made in relation to the Company or if the Company so requests at any time or at any time after this security shall otherwise have become enforceable the Debenture Holder may appoint by writing any person to be an administrator of the Company. An administrator so appointed shall be the agent of the Company and the Company shall be responsible for such administrator's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Debenture Holder.
- (2) Notwithstanding the Debenture Holder's powers granted pursuant to clause 5 (1) of this Debenture, at any time after this Debenture shall have become enforceable (or if so requested by the Company) the Debenture Holder may appoint by writing any person or persons to be a receiver and manager or receivers and managers (but not an administrative receiver within the meaning of the Insolvency Act 1986) ("the **Receiver**") which expression shall include any substituted receivers and managers) over the assets of the Company. The Debenture Holder may, whether or not this Debenture has become enforceable, appoint a Receiver if the Debenture Holder becomes aware of any of the matters referred to in clause 4 of this Debenture.
- (3) An administrator or a Receiver appointed pursuant to this Debenture shall be entitled to exercise all powers conferred upon an administrator or on a receiver (as the case may be) by Schedules 1 and B1 to the Insolvency Act 1986 (as inserted by Section 248 of the Enterprise Act 2002).
- (4) Any monies received by the administrator or by the Receiver or by the Debenture Holder (as the case may be) shall (subject to payment as far as necessary of any claims having priority to this Debenture) be paid or applied in the following order of priority:
- (a) in satisfaction of all costs charges and expenses properly incurred and all payments properly made by either the administrator or the Receiver and of the remuneration of the administrator or the Receiver (as the case may be);
 - (b) in or towards satisfaction of the liabilities hereby secured in such order as

the Debenture Holder may require; and

- (c) as to the surplus (if any) to the person or persons entitled thereto.
- (5) The Debenture Holder may from time to time determine the remuneration of the administrator or of the Receiver (as the case may be) and may remove an administrator or the Receiver and appoint another in their place.
- (6) The Receiver shall be the Company's agent and shall have the powers conferred by this Deed and by the Law of Property Act 1925. The Company alone shall be responsible for their acts and omissions and for their remuneration. Without limiting the Debenture Holder's power of sale or the generality of the remaining provisions of this Debenture, the Receiver shall have power:
- (a) to take, continue or defend any proceedings in relation to the assets hereby charged and make any arrangement or compromise with the Debenture Holder or as they shall think fit;
 - (b) to appoint managers, officers and agents for any of the above purposes at such salaries as the Receiver may determine;
 - (c) to take possession of, collect and get in the assets hereby charged and for that purpose to enter (together with such servants or agents and equipment as may be necessary) any premises where any of the assets is reasonably thought to be stored or kept to effect such possession or collection or getting in of such assets for which purpose a licence is hereby granted (so far as the Company is lawfully able to do so);
 - (d) to make and effect all repairs, improvements and insurances to any of the assets hereby secured; and
 - (e) to do all such other acts and things which they may consider to be incidental or conducive to any of the above powers.

Covenants

6. The Company hereby covenants with the Debenture Holder that during the continuance of this security the Company will:

- (1) carry on its business in a proper and efficient manner and will not save with the written consent of the Debenture Holder make any substantial alteration in the nature of that business;
 - (2) not save with the written consent of the Debenture Holder sell or otherwise dispose of the whole or any substantial part of its undertaking or assets;
 - (3) keep its property of an insurable nature insured to the full value thereof with a reputable insurance office against loss or damage by fire lightning burglary theft and such other risks as the Debenture Holder may from time to time reasonably specify; and
 - (6) put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant machinery and other effects in good working order and condition.
7. If the Company is in default under any of the covenants set out in clause 6 above (or any of its other obligations under this Debenture), the Debenture Holder may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither the Debenture Holder, nor any person authorised by it, shall be deemed to have taken possession of any land by virtue of exercising any power given by this clause, irrespective of the degree of control exercised over any land secured by this Debenture or access to it, unless and until the Debenture Holder (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.

Power of Attorney

8. The Company hereby irrevocably and by way of security appoints the Debenture Holder (whether or not an administrator or a Receiver has been appointed) and also (as a separate appointment) each administrator or Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the

Debenture Holder in its sole opinion may consider necessary or desirable for perfecting the Debenture Holder's title to any of the assets or enabling the Debenture Holder or the Receiver to exercise any of their rights or powers under this Debenture.

9. The money hereby secured shall be paid and this Debenture shall be transferable without regard to any set-off cross-claim or equities between the Company and the original or any intermediate holder of this Debenture and the receipt of the sole holder or the first-named of joint holders shall be a good discharge to the Company.

Payment of Money

10. The Debenture Holder may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any money received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Company or of the Debenture Holder as the Debenture Holder shall think fit, without any intermediate obligation on the Debenture Holder's part to apply the same or any part thereof in or towards the discharge of the money owed to it by the Company.

Protection of Third Parties

11. (1) In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Debenture Holder, as varied and extended by this Debenture, and all other powers of the Debenture Holder, shall be deemed to arise and be exercisable immediately after the execution of this Debenture.
- (2) No purchaser from or other person dealing with the Debenture Holder, or any person to whom it has delegated any of its powers, or the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the liabilities hereby secured remain outstanding, nor whether any event has happened to authorise the Receiver or the Debenture Holder to act or as to the propriety of validity of the exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.
- (3) The receipt of the Debenture Holder or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve them of any obligation to see to the application of any monies paid to or by the

direction of the Debenture Holder or the Receiver.

Protection of the Debenture Holder and Receiver

12. (1) Neither the Debenture Holder nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture.
- (2) Without prejudice to any other provision of this Debenture, entry into possession of any asset of the Company shall not render the Debenture Holder or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.
- (3) The Company shall indemnify and keep indemnified the Debenture Holder, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the assets hereby charged. The provisions of this clause 12 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

Notices

13. Notices hereunder may be given by the Debenture Holder to the Company in writing by delivering or posting the same in a first-class pre-paid envelope to the registered office for the time being of the Company and every notice so given shall be deemed to have been served in the case of a notice delivered at the time of delivery and in the case of a notice posted twenty-four hours after the time of posting.

Miscellaneous

14. (1) While this Debenture continues in force:-
- (a) 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 land hereby charged or any part of its shall be capable of being exercised by the Company; and
 - (b) the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any land, or to share occupation of any land with any other person or persons, or to surrender any lease of land or permit such a lease to be assigned or forfeited
- without in each case the prior written consent of the Debenture Holder.
- (2) The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture.
- (3) The statutory powers of sale, leasing and accepting surrenders exercisable by the Debenture Holder are hereby extended so that the Debenture Holder may, either in its own name or in that of the Company:
- (a) grant a lease or leases (whether or not at a premium) of the whole or any part or parts of any land owned by the Company, with such rights relating to other land and containing such covenants on the part of the Company and generally on such terms and conditions as the Debenture Holder shall think fit (including the payment of money to a lessee or tenant on a surrender); and

- (b) accept a surrender of any lease on such terms as the Debenture Holder may think fit

in either case, without any of the restrictions on such powers contained in the Law of Property Act 1925 Sections 99 and 100.

- (4) The rights powers and discretions given to the Debenture Holder in this Debenture:

- (a) may be exercised as often as, and in such manner as, the Debenture Holder thinks fit;


- (b) are cumulative, and are not exclusive of any of their rights under the general law; and

- (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.

- (5) All costs, charges and expenses incurred or paid by the Debenture Holder or by the Receiver in the negotiation, preparation or execution of this Debenture or in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the assets hereby charged, and of all proceedings for the enforcement of this Debenture or for obtaining payment of any money hereby secured shall be recoverable from the Company on demand as debts, may be debited by the Debenture Holder at any time to any account of the Company, and shall bear interest until payment at 3% over the base rate for the time being of the Bank of England.

Executed as a Deed by the parties to it this 22nd day of December 2023

EXECUTED as a Deed by
B.O.B Stevenson Limited
acting by a director in the
presence of:-



Witness Signature :

Andrew Neill

Witness Name :

ANDREW NEILL

Witness Address :

43 Fordwich Road
Welwyn Garden City
AL8 6EY

Witness Occupation :

Senior Manager

SIGNED as a Deed by
Perrott Property Investments Ltd
in the presence of:-



Witness Signature :

Andrew Neill

Witness Name :

ANDREW NEILL

Witness Address :

43 Fordwich Road
Welwyn Garden City
AL8 6EY

Witness Occupation :

Senior Manager