Companies House

MR01 (ef)

Registration of a Charge

Company name: **HPB TRAVEL CLUB LIMITED**

Company number: **01992328**

Received for Electronic Filing: **19/06/2020**

X97K1FJ5

Details of Charge

Date of creation: **05/06/2020**

Charge code: **0199 2328 0001**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

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: **ADAM KEAN**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1992328

Charge code: 0199 2328 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2020 and created by HPB TRAVEL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2020 .

Given at Companies House, Cardiff on 22nd June 2020

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 be presented for registration at Companies House
within 21 days of dating against all the companies and limited liability
partnerships (both "Existing" and "Further") which are a party to this document.

THIS DEED OFACCESSION is made the ..5..... day of .....June..... 2020

BETWEEN:

(1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the **"Existing Companies"**);

(2) **THE SEVERAL COMPANIES** specified in Part II of the schedule hereto (the **"Further Companies"**); and

(3) **LLOYDS BANK plc** (the **"Bank"**)

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 25 September 2014 as supplemented by deeds dated 1 July 2015, 5 September 2017 and 14 November 2019 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the **"Principal Deed"**)

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.

2. The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):

2.1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date

of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent(including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of such Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at

some future time or times and also all credits then established by the Bank for such Further Company;

2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them:

(a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities;

2.4 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed.

4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 5 June 2020.

The Schedule

Part I - The Existing Companies

Name	Registered Number	Registered Office
Quality Holidays Assured Limited	015163V	Bank Chambers 15 – 19 Athol Street Douglas Isle of Man IM1 1LB
Rural Retreats Holidays Limited	02711772	Rural Retreats Retreat House Draycott Business Centre Draycott Moreton-in-Marsh Gloucestershire GL56 9JY
HPB Tenancies Limited	04099198	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH
Signature Holidays Limited	08020630	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH
HPB Loans Limited	08931298	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH
Lantern & Larks Limited	06669289	HPB House 24-28 Old Station Road Newmarket CB8 8EH
Norfolk Hideaways Limited	07593730	Big Blue Sky Building Warham Road Wells Next The Sea Norfolk NR23 1QA
Newmarketing Campaign Limited	04075831	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH

Conker Interiors Limited	05590922	Abbotsgate House Hollow Road Bury St Edmunds Suffolk IP32 7FA
Hideaways Holidays Group Limited	10017928	HPB House Old Station Road Newmarket Suffolk CB8 8EH
HPB Holdings Limited	017285V	Bank Chambers 15-19 Athol Street Douglas Isle of Man IM1 1LB

Part II - The Further Companies

Name	Registered Number	Registered Office
HPB Travel Club Holdings plc	01914449	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH
HPB Travel Club Limited	01992328	HPB House 24-28 Old Station Road Newmarket Suffolk CB8 8EH
Cotswolds Hideaways Limited	06395333	Retreat House Draycott Business Park Draycott Moreton-In-Marsh Gloucestershire GL56 9JY
Cornwall Hideaways Limited	03514233	HPB House Old Station Road Newmarket Suffolk CB8 8EH

EXECUTED as a deed by **HPB TRAVEL CLUB HOLDINGS PLC** acting by its:

JAMES BOYCE .....(insert full name)
Director
[redacted]

.....(insert full name)
Director/Secretary*
[redacted]

in the presence of
Witness: KAREN GREEN ..... (name)

[redacted] gnature)

Address: [redacted]

Occupation: [redacted]

EXECUTED as a deed by **HPB TRAVEL CLUB LIMITED** acting by its:

JAMES BOYCE .....(insert full name)
Director
[redacted] e)

BARNABY EDWARD GEOFFREY BABER .....(insert full name)
Director/Secretary*
[redacted] ture)

in the presence of
Witness: KAREN GREEN ..... (name)

Address: [redacted]

Occupation:

EXECUTED as a deed by **COTSWOLDS HIDEAWAYS LIMITED** acting by its:

JAMES BOYCE .....(insert full name)
Director
[redacted] ture)

GEOFFREY BABER (insert full name)
Director/Secretary*
[redacted] re)

in the presence of
Witness: KAREN GREEN ..... (name)

Address: [redacted]

Occupation:

EXECUTED as a deed by **CORNWALL HIDEAWAYS LIMITED** acting by its:

JAMES BOYCE (insert full name)
Director

[redacted]

GEOFFREY BAKER (insert full name)
Director/Secretary*

[redacted]

in the presence of
Witness: KAREN GREEN (name)

Address: [redacted]

Occupation:

EXECUTED as a deed by **QUALITY HOLIDAYS ASSURED LIMITED** acting by its:

GEOFFREY BAKER (insert full name)

[redacted]

ROBERT BOYCE (insert full name)

[redacted]

in the presence of
Witness: KAREN GREEN (name)

Address: [redacted]

Occupation:

EXECUTED as a deed by the **EXISTING COMPANIES** other than Quality Holidays Assured Limited acting by Quality Holidays Assured Limited their duly authorised attorney acting by its:

GEOFFREY BAKER (insert full name)

[redacted] (signature)

ROBERT BOYCE (insert full name)
Director/Secretary*

[redacted] (signature)

in the presence of
Witness: KAREN GREEN (name)

Address: [redacted]

Occupation:

* Delete as applicable.