

MR01
Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the V
Please go to www

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is
You may not use this form to
register a charge with an instrument Use for

FRIDAY



A26

A3DU5WQP

08/08/2014

#57

COMPANIES HOUSE

ase

uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 2 7 2 1 8 1 1

Company name in full Bray Marine Sales Limited

For official use
42
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 4 0 7 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lombard North Central Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	Marine Mortgage Vessel Type Aquanaut 1300CS Hull Number NLAYS01264C314		
5	Fixed charge or fixed security		
Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6	Floating charge		
Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes			
7	Negative Pledge		
Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

MR01
Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

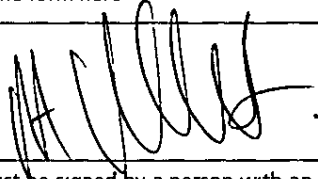
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Lombard North Central Plc

Address

Po Box 464, Templars Way

Chandlers Ford

Post town

Eastleigh

County/Region

Hampshire

Postcode

S O 5 3 3 U S

Country

DX

Telephone

02380 242171



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2721811

Charge code: 0272 1811 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2014 and created by BRAY MARINE SALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2014.

Given at Companies House, Cardiff on 15th August 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

UNREGISTERED MARINE MORTGAGE



I certify that, save for material redacted pursuant to S.859G of the Companies act 2006,
this copy instrument is a correct copy of the original instrument

Signed. *Lombard North Central Plc*
Lombard North Central PLC



Dated. *07/08/2014*

DOCUMENT MADE UP OF 10 PAGES


Your Particulars

Full Name	Bray Marine Sales Ltd	(Company Number 02721811)
Address	Bray Marina Monkey Island Lane Bray MAIDENHEAD Berkshire SL6 2EB	
Tel – Home	01628 773177	
Tel – Business		
Occupancy		
How long at address		
If company, year established	1992	
Date of Birth		
Occupation		
Employers		
Address		
How long with employers		
Bankers		
Address		
Sort Code		
Account Number		

Particulars of the Vessel

Name or proposed name	Aquanaut 1300CS	Year of construction/manufacture	2013
Type of Vessel	Aquanaut Yachting Holland	Hull Identification Number	NLAYS01264C314
Builder	B V	Engine Number	
Vendor's Name	Customer already owns	Engine Type	
Address			
Yacht Broker's Name		Vessel will be kept at	Bray Marina
Address		Purchase Price	
Insurance Company/Broker			
Address			
Telephone			
Policy Number/Reference Number			

Payee of Loan

Amount of Loan to be paid to	
Name	Bray Marine Sales Ltd
Address	Bray Marina, Monkey Island, Berkshire, SL6 2EB
Your Signature	

Particulars of Loan

U 1 4 U 8 6

- 1 Amount of Loan
- 2 Rate of interest % per year above LIBOR from time to time LIBOR being % per year at the date of this Mortgage an effective current rate of % per year) Minimum Base Rate 0.0 % per year

LIBOR is the London Interbank offered rate administered by the British Bankers' Association (or any other person or entity which takes over the administration of that rate) for the period of 1 month as displayed on the pages LIBOR01 and LIBOR02 of the Reuters screens (or any replacement Reuters page or replacement service which publishes that rate) as at 11 00 am on the first business day of the month when the date of this agreement occurs and on the first business day of each calendar month thereafter. This rate will then apply for the complete calendar month.

If a rate for the relevant period is unavailable, then LIBOR is the rate calculated by Lombard to reflect its cost of funding.

- 3 Monthly Payment [SEE PLAN BELOW]
* See Plan Below

to be made each month commencing one month after the date of this Mortgage and continuing on the same day of each succeeding month.

- 4 An administration fee of is payable at the same time as the first Monthly Payment.

- 5 Initial Advance (if any) £

- 6 Details of stage payments, if any, of the Balance of the Amount of Loan

a) £

b) £

PLAN

INTEREST ONLY – BALANCED PAYMENTS (FIXED TERM) WITH BALLOON

Interest only Monthly Payment for 12 months due and payable on the 15th day of SEPTEMBER 2014 and on the same day of each successive month during the interest only period ("The Interest Only Period"), followed by a Monthly Payment of due and payable on the 15th day of SEPTEMBER 2015 and on the same day of each successive month for a fixed term of 12 months with an additional estimated balloon payment of due and payable on the same day as the final Monthly Payment.

The monthly payments due during the Interest Only Period will vary dependant on the interest rate applicable during each month and the number of days in each month.

The amount of balloon payment required will vary according to changes in interest rates.

Deed of Mortgage

014046

THIS MORTGAGE is made on the date shown

BETWEEN "You" the person(s) or company named in the Schedule and

"We" Lombard North Central PLC of 3 Princess Way, Redhill, Surrey, RH1 1NP and our assigns

WHEREAS

- (1) You are the legal owner free from encumbrance of the Vessel described in the Schedule ("Vessel")
- (2) We have agreed to advance to You the Amount of the Loan referred to in the Particulars of Loan (the "Particulars") in the Schedule having the repayment together with interest secured in the manner below

NOW THIS DEED WITNESSETH as follows

Repayment and Interest

1 In consideration of us today advancing to You

- (1) the whole amount of the Amount of Loan or
- (2) if the Vessel is under construction the Initial Advance (the "Initial Advance") stated in the Particulars and agreeing to advance to You the Balance of the Amount of Loan by means of stage payments of the amounts stated in the Particulars on completion of each stage of construction on production of invoices authorised by You

You hereby agree with us

- (a) to repay the Amount of Loan as advanced in accordance with (1) or (2) above with interest,
- (b) that the monthly payment (the "Monthly Payment") will be made as set out in the Particulars in the manner and at the times stated in the Particulars,
- (c) that interest calculated on the balance of the Amount of Loan outstanding from day to day will be charged at the rate stated in the Particulars and debited to Your account with us (the "Loan Account") each month (commencing one month after the date of this Mortgage and continuing on the same day of each succeeding month),
- (d) that the interest debited to the Loan Account will be paid each month by appropriation from the Monthly Payment and the Amount of Loan will be reduced by appropriation of any balance of the Monthly Payment remaining,
- (e) that if in any month the amount of interest charged and debited to the Loan Account exceeds the amount of the Monthly Payment then the Monthly Payment will be appropriated wholly in reduction of the amount of the interest due and the excess of interest debited to the Loan Account in that month will be added to and form part of the Amount of Loan outstanding upon which interest is calculated and charged in accordance with sub paragraph (c) above,
- (f) that if the Amount of Loan stated in the Particulars has not been taken up in full before the expiration of twelve months from the date hereof then the Amount of Loan for the purposes of this Mortgage shall be that part of the Amount of Loan which shall actually have been advanced at the expiry of that period in place of the Amount of Loan stated in the Particulars,
- (g) that in the event that the Initial Advance shall be repaid with all interest accrued before the expiration of the period of twelve months from the date of this Mortgage You will continue the Monthly Payment until
 - (i) the balance of the Amount of Loan is taken up in which event the credit resulting from the continued Monthly Payment will be immediately credited against the Amount of Loan taken up, or
 - (ii) the period of twelve months referred to in sub paragraph (f) of this paragraph has expired in which event the credit resulting from the continued Monthly Payment will be returned to You
- (h) If before the end of the first year from the date of this Mortgage You settle the whole of the monies outstanding You will have to pay us an extra sum equal to 60 days interest on the Amount of Loan

Charging Clause

- 2 With full title guarantee and as security for payment and discharge of the Amount of Loan and interest and all other moneys payable under this Mortgage You hereby charge to us by way of legal mortgage the Vessel and all your right title and interest in over or to the Vessel

Maintenance of Vessel

- 3 (1) You have selected the Vessel and you will inspect it within a reasonable time of delivery although you are encouraged to do so promptly. If it is not satisfactory you will tell us of any defect as soon as reasonably possible. **THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER**
- (2) You will keep and maintain at Your own expense the Vessel and her machinery and auxiliaries and equipment at all times in good and seaworthy repair and maintain her existing classification and carry out any repairs and replacement parts whenever necessary to the Vessel and shall renew and replace all parts whenever they shall be worn out lost or damaged. All replacement parts will become part of the Vessel. You will be responsible for any loss of or damage to the Vessel even if it is not Your fault. You will pay on time all licence fees, charges, taxes and other sums due relating to the Vessel her use or her mooring. If you do not pay the same We may do so (but shall not be obliged to) and recharge You together with an additional fee for so doing of up to £50 per transaction.

Vessel Permits etc

- 4 You will maintain or cause to be maintained in full force and effect all certificates licences, registrations, permits and authorisations required by any statutory authority at all times during this Mortgage and ensure that each of the foregoing are in force on termination of this Mortgage.

Access to Vessel

- 5 You will let us inspect the Vessel at any reasonable time and pay to us our inspection costs. If We require You to put right any defects We discover following inspection and You fail to do so within two months of our notice to You We may carry out the necessary work and the cost thereof will be repayable to us forthwith upon our demand.

Insurance etc

- 6 (1) You will insure the Vessel with a marine insurance company or underwriter approved by us against all the usual marine and third party risks and claims for injury loss or damage caused by the Vessel or her use. The amount of insurance cover for each third party claim shall be a minimum of £2,000,000. You will pay all insurance premiums on time. You will show us the Certificate of Insurance and premium receipt on request. You will notify the insurance company or underwriter of our interest in the Vessel as Mortgagee and You shall arrange for the insurance policy to be endorsed with our interest and for us to be named as loss payee thereunder. You will not use or permit the use of the Vessel for any purpose not permitted by the terms of the insurance policy or permit to be done any act or thing by which the insurance policy may be invalidated.
- (2) If you default in keeping the Vessel insured as stated above or in paying the said premiums or other monies or in giving particulars thereof or in delivering the said policies and receipts to us or in the event of us being of opinion that such insurances do not completely protect it We may (but shall not be obliged to) insure the Vessel in such manner as We shall think fit and such sums so expended may either be debited by us to Your account or, at our option, repayable to us forthwith upon our demand.
- (3) We shall be entitled to collect, sue for, recover and give good discharge for all or any of the claims under the said policies of insurance and may compromise any claim under such policies or otherwise deal with it on such terms as We shall think fit.
- (4) Any sums We receive in respect of any such claim shall after deducting brokerage and any costs or charges legal or otherwise incurred in the recovery of such monies be applied as follows:
- (a) any monies payable in respect of an actual or constructive or compromised or arranged total loss shall be received by us and applied in accordance with clause 7,
 - (b) any monies payable in respect of any loss or damage not amounting to a total loss shall be received by us and shall, if no default has been made by You under the terms hereof be handed over to You as and when the Vessel has been properly restored to her former condition to the satisfaction of our surveyors and all costs and charges of such restoration have been fully paid by You but otherwise such amount shall be retainable by us.
- 7 We shall hold the monies received by us on the total loss of the Vessel or by virtue of the sale of the Vessel or any parts thereof upon trust:
- (1) in the first place to pay or retain all costs and expenses incurred in consequence of such loss or in pursuance of such sales or in or about the execution of the powers conferred upon us by this Mortgage, and
 - (2) to apply the balance firstly in or towards payment of all unsatisfied interest owing to us under this Mortgage secondly in or towards payment of the principal sum owing under this Mortgage thirdly in or towards payment of all other monies then owing or which will become owing under this Mortgage and fourthly to pay the balance (if any) to You or Your assigns.

Use of Vessel

- 8
- (1) You shall use the Vessel for private purposes only in the United Kingdom and coastal waters. You will not let, hire, charter or part with possession or control of the Vessel, use the Vessel for residential purposes nor in any way permit the Vessel to be used by any person firm or company other than You without our prior written consent. You shall not use the Vessel or permit the Vessel to be used for any illegal purposes and shall on demand made at any time by us inform us of the whereabouts of the Vessel.
 - (2) You will not let anyone obtain any rights over the Vessel, let anyone take or threaten to take the Vessel to pay any debt that You owe or allow the Vessel to be arrested, confiscated or requisitioned.
 - (3) You will not abandon, transfer, mortgage lend or give the Vessel to anyone.
 - (4) You will not permit or allow the Vessel to be used contrary to law including any statute or other rule, regulation or order.
 - (5) You will not make any alterations to the Vessel without our prior written consent unless you are obliged to do so by law. Any additions, upgrades, accessones, alterations or replacements will become the property of the owner of the Vessel and subject to this Mortgage.

Identification

- 9
- You shall not without our prior written consent interfere or allow interference with any name, name-plate, identification number or other identification mark on the Vessel or any part thereof.

Payment

- 10
- (1) You shall repay all sums due and payable at our address given in this Mortgage. In the event that any sum shall not be repaid on the due date You shall pay to us interest thereon at the rate of 1.5 per cent per month from the due date to the date of payment such interest to run from day to day.
 - (2) You will pay to us on demand our costs and expenses incurred by us directly or indirectly as a result of Your request for us to
 - (a) vary the terms of this Mortgage, or
 - (b) provide additional services or information.

Details of our costs and expenses are available on request and will be notified to You in any event before You are charged.

- (3) If You fail to comply with any of Your obligations under this Mortgage or We take or procure any action in or about the protection, maintenance or enforcement of this Mortgage, the protection of our interest in the Vessel or the exercise by us of any of the powers vested in us, You will pay to us on a full indemnity basis forthwith on demand all moneys whatsoever which We have expended, been put to, or for which We have become liable.
- (4) You will pay such reasonable sums as we may decide in respect of
 - (a) cheques, standing order payments and/or direct debit payments which are received and/or claimed by us in respect of this Agreement, but which are subsequently unpaid, returned or recalled,
 - (b) letters sent (other than any we are obliged to send by law) or telephone calls made by us or another person on our behalf as a result of your breach of this Agreement,

and all other expenses (including tracing fees, collection costs and legal costs) that we incur if you break this Agreement and if we have to enforce it against you.

Details of our charges are available on request and will be notified to you in any event before you are charged.

Enforcement of Security

- 11
- The whole of the balance of the Amount of Loan outstanding with all interest accrued thereon will become immediately due and payable to us without the need for any demand being made upon the happening of any of the following events:
- (1) any Monthly Payment not being paid within 7 days of its due date, or
 - (2) any statement by You herein or in any negotiations leading up to the advancing of our loan being found to be untrue, or
 - (3) You contract to sell the Vessel or charge the same, or

- (4) You fail to observe or to perform any of Your obligations under this Mortgage, or
- (5) the Vessel is arrested or any execution or distress or other legal process is levied or threatened to be levied against the Vessel, or
- (6) the Vessel is abandoned lost destroyed captured confiscated or requisitioned for title, or
- (7) the Vessel shall lose the class which she had on the execution of these presents, or
- (8) You die or become bankrupt, have a receiving order or an administration order or interim order made against You or call a meeting of or make an arrangement with Your creditors or if (being a company) a petition is filed or any order is made or a resolution is passed for Your winding-up (except bona fide by way of reconstruction or amalgamation) or a Receiver is appointed of the whole or part of Your assets, or
- (9) If any judgement against You shall remain unsatisfied for a period of fourteen days or if You shall do or suffer anything whatsoever which in our opinion is formed on reasonable grounds and will or may have the effect of jeopardising our right and interest in the Vessel

12 When the security hereby constituted shall become enforceable We shall have full power (without prejudice to any remedies which We may possess by virtue of statute or common law) to do all or any of the following things

- (1) to pay or compromise the claims of third parties affecting the Vessel and recover the cost from You,
- (2) to take possession of the Vessel and for that purpose to enter into or upon any premises or place under Your control or to which You have access where the Vessel may be for the time being,
- (3) to appoint a Receiver of the Vessel,
- (4) to sell the Vessel by private treaty or by auction as We or any Receiver appointed under this Deed thinks fit,
- (5) after taking possession of the Vessel as above to navigate manage insure charter demise or employ her and/or lay her up for so long and in such manner and in every respect as We may think fit and to do all acts and things incidental or conducive thereto as may be desirable We shall incur no responsibility whatever to You for or in respect of any loss or deterioration of or damage to the Vessel from any cause whatsoever after We have entered into possession of the Vessel

Appointment of Receiver

13 The appointment of a Receiver referred to above may be made in writing by any of our Directors or our Secretary or our General Manager or any one of our assistants and the Receiver shall become a receiver of the Vessel upon such terms as to remuneration and otherwise as We shall think fit and We may from time to time remove any Receiver so appointed and appoint another in his place

14 A Receiver so appointed shall be Your agent for all purposes and shall have power

- (1) to take possession of the Vessel,
- (2) to sell to dispose of or concur in so doing the Vessel or otherwise deal on such terms in our interest as he shall think fit Any sale or disposal may be for cash or on hire purchase or credit sale terms or for such other terms as he shall determine,
- (3) to carry any such sale or disposal into effect by delivering conveying or assuring the Vessel sold in Your name and on Your behalf,
- (4) to make any arrangements or compromise which he shall think expedient,

PROVIDED ALWAYS that nothing contained in this Mortgage shall make us liable to any such Receiver as above in respect of his remuneration costs charges or expenses or otherwise

15 The foregoing provisions shall take effect by way of variation and extension of Section 101 and 104 to 109 inclusive of the Law of Property Act 1925 and the provisions of these sections and the powers conferred on a Mortgagee or Receiver by these sections as so varied and extended shall apply to and be exercisable by any such Receiver as far as applicable

Further provisions relating to security

16 It is hereby agreed and declared as follows

- (1) that Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Mortgage and that You shall not be entitled to redeem this Mortgage without at the same time redeeming every or any existing or future

Mortgage or legal charge for the time being held by us on other property now or at any time hereafter belonging to You or to redeem any other such Mortgage without at the same time redeeming the present Mortgage

- (2) that this Mortgage shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held or judgement or order obtained by us for all or any part of the moneys hereby secured nor shall such collateral or other security judgement or order or any lien to which We may be otherwise entitled (including any security charge or lien prior to the date of these presents on the Vessel) or the liability of any company or companies person or persons not parties hereto for all or any part of the moneys hereby secured be in any way prejudiced or affected by this Mortgage

Notices

- 17 Any demand required or permitted to be given to You hereunder shall be deemed to have been validly given if served on You personally or sent to You by prepaid post at or left at Your address set out above or Your last known address. Any such demand sent by post shall be conclusively deemed to have been received by you within 48 hours after the time of posting.

Waiver

- 18 No forbearance indulgence or relaxation which We may from time to time or at any time extend to You shall prejudice or act as a waiver of our strict rights under this Mortgage. We shall be at liberty from time to time to give time for payment of any bill of exchange promissory note or other security which may have been discounted for or received in account from You by us or on which You may be liable as drawer or endorser or otherwise to any part thereto or liable thereon as We shall in our discretion think fit without in any manner releasing You or affecting the security constituted hereby.

Joint and several liability

- 19 Where there is more than one person party hereto of the one part the covenants herein contained on Your part shall be construed and take effect as joint and several covenants by all such persons and all obligations undertaken hereunder by You shall be construed and take effect as obligations undertaken by all the said persons and by each of them and all other references to You shall where the context admits be construed and take effect as references to the said persons or any of them.

Applicable law

- 20 This Mortgage shall be governed by and construed according to the laws of England.
- 21 You will not default in the payment of any sum due or commit any other breach under any loan, instalment credit, hire or leasing agreement you may have with us.

22 Your information

22.1 Who we are

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies, please visit www.rbs.com and click on 'About us', or for similar enquiries telephone 0131 556 8555 or Textphone 0845 900 5960.

22.2 Your electronic information

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

22.3 How we use your information and who we share it with

Your information includes information about your transactions.

We may use and share your information with other members of the Group to help us and them assess financial and insurance risks, recover debt, prevent and detect crime, understand our customers' requirements, develop and test products and services.

We do not disclose your information to anyone outside the Group except where we have your permission, or where we are required or permitted to do so by law, or to other companies who provide a service to us or you, or where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

23 **Credit reference agencies**

23.1 A link between you and anyone with whom you have a joint account or similar financial association will be recorded at credit reference agencies, creating a 'financial association'. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies.

We may make periodic searches of and provide information (including how you manage your account and any arrears) to credit reference agencies and the Group to manage and take decisions about your account. Such information may be used by other credit providers to take decisions about you and your financial associates.

We can provide the names and addresses of agencies we use if you would like a copy of your information held by them. Please telephone 02380 242171. The agencies may charge a fee.

24 **Fraud prevention agencies**

24.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking applications for, and managing credit or other facilities and recovering debt, checking insurance proposals and claims, checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

KEEPING YOU INFORMED

We would like to keep you informed by letter, phone and electronic means (including e-mail and facsimile) about products, services and additional benefits that we believe may be of interest to you. If you don't want us to do this, please place a cross in this box ☐

GIVING YOUR CONSENT

By signing this agreement you are agreeing that we may use your information in the way described in this form (including the 'Keeping you informed' section) and in the associated Terms and Conditions. You are also confirming that you are duly authorised by other officers and beneficial owners to consent to the searches and use of information in the same way.

EXECUTED AS A DEED
by You

Director Do

SIGNED

Date 24/07/2014

in the presence of

Signature of Witness

Name

Address

Occupation

M. LENTGES

ROTHWISSTRADOR

014066