



Registration of a Charge

Company Name: **G.A.H. (REFRIGERATION) LIMITED**

Company Number: **02778816**



XC8ZH8X6

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Details of Charge

Date of creation: **25/07/2023**

Charge code: **0277 8816 0008**

Persons entitled: **L.E. JACKSON (COACHWORKS) LTD (REGISTRATION NUMBER: 00398067)**

Brief description: **BY WAY OF FIXED CHARGE THE PATENT GB 2475882.**

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: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2778816

Charge code: 0277 8816 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2023 and created by G.A.H. (REFRIGERATION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2023 .

Given at Companies House, Cardiff on 1st August 2023

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 25 July **2023**

PATENT CHARGE

between

G.A.H. (Refrigeration) Limited

and

L.E. Jackson (Coachworks) Ltd

Moss Solicitors LLP

80-81 Woodgate

Loughborough

LE11 2XE

Ref: TCD/94644

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This deed is dated 25 July 2023

Parties

- (1) **G.A.H. (Refrigeration) Limited** incorporated and registered in England and Wales with company number 02778816 whose registered office is at Quadrant House Floor 6, 4 Thomas More Square, London, United Kingdom, E1W 1YW (**Chargor**)
- (2) **L.E. Jackson (Coachworks) Ltd** incorporated and registered in England and Wales with company number 00398067 whose registered office is at Queens Road, Loughborough, Leicestershire, LE11 1HD (**Chargee**)

BACKGROUND

- (A) The Chargor and the Chargee have entered into a Commission Agreement (as defined below).
- (B) Under this deed, the Chargor provides security to the Chargee for the payment of the Relevant Commission payable to the Chargee under the Commission Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Commission Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Commission Agreement: the commission agreement of even date as this deed between the Chargor and the Chargee in relation to the System.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Event of Default: when the Chargor fails to pay to the Chargee any Relevant Commission payable by it under the Commission Agreement when due, unless (i) its failure to pay is caused solely by an administrative error or technical problem and payment is made within five Business Days of its due date or (ii) is otherwise remedied by the Chargor within thirty Business Days of the relevant due date for payment.

LPA 1925: the Law of Property Act 1925.

Patent: the patent applications and granted patent shown in the Schedule hereto

Secured Asset: the Patent, which is subject to the Security created by or pursuant to, this deed.

Secured Liabilities: all present and future obligations of the Chargor to pay the Relevant Commission to the Chargee, under or in connection with the Commission Agreement.

Security: the fixed charge over the Patent.

Security Period: the period starting on the date of this deed and ending on:

- (i) the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; or
- (ii) the date the Chargee releases the Security; or
- (iii) subject to (i) and (ii) above, for the duration of the Commission Agreement.

1.2 Interpretation

The interpretation provisions of Commission Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Commission Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Chargee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. Covenant to pay

The Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3. Grant of Security

3.1 Charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee by way of a first fixed charge, the Patent until the end of the Security Period.

4. Covenants

4.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Chargee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party.

4.2 Preservation of Secured Assets

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

4.3 Patent

- (a) The Chargor shall:
 - (i) record the Security at the UK Intellectual Property Office;
 - (ii) register the Security at UK Companies House; and
 - (iii) pay all prosecution and renewal fees in respect of the Patent as they fall due.
- (b) The Chargor shall not during the Security Period:
 - (i) do or omit to do any act whereby sufficient grounds arise for a compulsory licence to be granted under section 48 of the Patent Act 1977.
 - (ii) without the express written consent of the Chargee dispose of the Secured Asset or apply to amend the specification of any granted Patent.
 - (iii) whether by act or omission, cause or permit anything that may invalidate any claim of any Patent or surrender the Patent or allow the Patent to lapse.

5. Powers of the Chargee

5.1 Power to remedy

- (a) The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- (b) The Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Chargee in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Chargee on a full indemnity basis.

6. When security becomes enforceable

6.1 Security becomes enforceable on Event of Default

The Security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

6.2 Discretion

After the Security constituted by this deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of the Secured Asset.

7. Enforcement of security

7.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the Security constituted by this deed has become enforceable under clause 6.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

8. Further assurance

The Chargor shall, at its own expense, take whatever action the Chargee may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee in respect of any Secured Asset,

including, without limitation the execution of any transfer, conveyance, assignment or assurance of the Secured Asset to the Chargee and the giving of any notice, order or direction and the making of any registration.

9. Release

At the end of the Security Period, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Asset from the security constituted by this deed.

10. Assignment and transfer

10.1 Assignment by Chargee

The Chargee may not assign any of its rights or transfer any of its rights and obligations under this deed.

10.2 Assignment by Chargor

Until the end of the Security Period, the Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person other than for the purposes of any licence or sub-licence of the Patent to which the Chargee has previously consented pursuant to the terms of the Commission Agreement.

11. Amendments, waivers and consents

11.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

11.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure by the Chargee to exercise, or delay by it in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Chargee shall be effective unless it is in writing.

12. Partial invalidity

12.1 Partial invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13. Third party rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.

14. Notices

14.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) the Chargor at:
Building 846, Bentwaters Parks, Rendlesham, Woodbridge, Suffolk,
IP12 2TW United Kingdom
Attention: Shaun O'Farrell and Matthew Turner
 - (ii) the Chargee at:
Queens Rd, Loughborough, Leicestershire, LE11 1HD
Attention: Peter Jackson and Matthew Jackson

or to any other address notified in writing by one party to the other from time to time

14.2 Receipt

Any notice or other communication by either party shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 14.2(a) on a day that is not a Business Day, or after normal business hours, in the place it is received shall be deemed to have been received on the next Business Day.

14.3 Service of proceedings

This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Governing law and jurisdiction

15.1 Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule – The Patent

Patent
Patent no. GB 2475882

Executed as deed by **G.A.H. (REFRIGERATION)**
LIMITED acting by, a director, in the presence of:

.....
[Redacted Signature]

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

Shaun O'Farrell

Managing Director GAH Refrigeration Limited

[Redacted Signature]

SIGNATURE OF
DIRECTOR

Director

Executed as deed by **L.E. JACKSON (COACHWORKS)**
LTD acting by a director, in the presence of:

.....

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

SIGNATURE OF
DIRECTOR

Director

Executed as deed by **G.A.H. (REFRIGERATION)**
LIMITED acting by, a director, in the presence of:

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

SIGNATURE OF
DIRECTOR

Director

Executed as deed by **L.E. JACKSON (COACHWORKS)**
LTD acting by a director, in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS

T.C. Dunbar
Solicitor
For and on behalf of
Moss Solicitors LLP
80-81 Woodgate
Loughborough LE11 2XE



SIGNATURE OF
DIRECTOR
MATTHEW JACKSON
Director