



**Registration of a Charge**

Company name: **BY DESIGN GROUP LIMITED**

Company number: **03223123**



X99UF5SG

Received for Electronic Filing: **22/07/2020**

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**Details of Charge**

Date of creation: **17/07/2020**

Charge code: **0322 3123 0002**

Persons entitled: **JOHN PAUL HYWEL JONES  
ELIZABETH JANE JULIA JONES**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**LEGAL CLARITY LIMITED**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3223123

Charge code: 0322 3123 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2020 and created by BY DESIGN GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2020 .

Given at Companies House, Cardiff on 23rd July 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**

DATED 17 Aug 2020 2020

- (1) BY DESIGN GROUP LIMITED
- (2) JOHN PAUL HYWEL JONES &  
ELIZABETH JANE JULIA JONES

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DEBENTURE

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WE CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL  
DOCUMENT

Signed Pickering Solicitors  
Date 17/8/2020  
PICKERINGS SOLICITORS  
ETCHELL HOUSE, ETCHELL COURT, BONEHILL ROAD  
TAMWORTH, STAFFS, B78 3HQ

LEGAL  
CLARITY<sup>TM</sup>

SOLICITORS

Legal Clarity Limited, First floor, Charles House, 148-149 Great Charles Street, Birmingham B3 3HT  
T: 08456 800 727 F: 08456 800 729  
[www.legalclarity.co.uk](http://www.legalclarity.co.uk) Email: [customerservice@legalclarity.co.uk](mailto:customerservice@legalclarity.co.uk)

THIS DEBENTURE is dated 17 July 2020

## **PARTIES**

- (1) **BY DESIGN GROUP LIMITED** incorporated and registered in England and Wales with company number 03223123 whose registered office is at 49 Kepler, Lichfield Road Industrial Estate, Tamworth, Staffordshire, B79 7XE ("**Company**"); and
- (2) **JOHN PAUL HYWEL JONES** and **ELIZABETH JANE JULIA JONES**, both (the "**Sellers**" and each a "**Seller**").

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

In this Debenture the following expressions shall, unless the context otherwise requires, have the following meanings:

<b>Administrator</b>	as defined in clause 13;
<b>Book Debts</b>	all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them;
<b>Charged Property</b>	all the property, assets and rights charged under this Debenture;
<b>Encumbrance</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
<b>Equipment</b>	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions;
<b>Event of Default</b>	has the meaning given to that expression in the Share Purchase Agreement;
<b>Fixed Charged Property</b>	all the property, assets and rights charged under clause 4.1(a) of this Debenture;
<b>Floating Charged Property</b>	all the property, assets and rights charged under clause 4.1(b) of this Debenture;

**Guarantee**

the deed of guarantee entered into by the parties to this Debenture and dated on or around the date of this Debenture;

**Intellectual Property Rights**

all rights in patents, patent applications, inventions, trade marks, trade mark applications, service marks, trade names, registered designs, copyrights, know-how, confidential information, trade secrets and any other intellectual property rights whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;

**Investments**

all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

**Midland Bank Charge**

means the Debenture created on 26<sup>th</sup> October 1998 and delivered on 30<sup>th</sup> October 1998 and registered over the Company's assets in favour of Midland Bank PLC

**Properties**

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest and "**Property**" means any of them;

**Receiver**

as defined in clause 13; and

**Secured Liabilities**

all moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company to the Sellers pursuant to the Guarantee.

**"Share Purchase Agreement"**

the agreement of even date between Geoffrey Peter Parsons, Heather Corrie, John Paul Hywel Jones and Elizabeth Jones (1) and Good by Design Limited (2) in respect of the sale of the entire issued share capital of the Company.

**2. PAYMENT COVENANT**

The Company hereby covenants with the Sellers that it will on the date or dates provided in clause 3 pay and discharge to the Sellers the Secured Liabilities.

**3. PAYMENT DATE**

The Secured Liabilities shall be repaid or discharged by the Company in accordance with the terms of the Guarantee unless the Company and the Sellers otherwise agree in writing.

**4. CHARGING CLAUSE**

4.1 By way of continuing security for the payment and discharge of the Secured Liabilities, the Company, with full title guarantee, hereby charges to the Sellers:

(a) by way of fixed charge:

- (i) all present and future interests of the Company in, or over, the Properties;
- (ii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (iii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them;
- (iv) all its present and future goodwill;
- (v) all its uncalled capital;
- (vi) all the Equipment;
- (vii) all the Intellectual Property Rights of the Company;
- (viii) all the Investments; and
- (ix) all monies from time to time standing to the credit of the Company's accounts with any bank, financial institution or other person.

- (b) by way of floating charge, the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to clause 4.1, including, for the avoidance of doubt and without limitation, all the Book Debts.

4.2 The floating charge created by this Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## 5. **CONVERSION OF FLOATING CHARGE**

5.1 If:

- (a) the Company creates or attempts to create an Encumbrance or any trust in favour of another person over all or any part of the Charged Property;
- (b) the Company disposes, or attempts to dispose of, all or any part of the Charged Property (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company; or
- (d) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property,

the floating charge under this Debenture will automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property.

5.2 The Sellers may in their sole discretion by notice to the Company convert the floating charge contained in this debenture into a fixed charge as regards such Charged Property as the Sellers may specify in that notice (i) if they consider that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time following, the occurrence of an Event of Default, or both.

## 6. **NATURE OF CHARGES**

The charges hereby created shall be a continuing security and shall, unless otherwise agreed in writing by the Sellers, be first charges.

## 7. **NEGATIVE PLEDGE**

7.1 Save otherwise than in respect of the Midland Bank Charge the Company shall not without the prior written consent of the Sellers:

- (a) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so) all or any part of the Charged Property or any interest in the Charged Property other than the Floating Charged Property in the ordinary course of business;
- (b) create, purport to create or permit to subsist to create any Encumbrance on or in relation to any part of the Charged Property;



- (c) do, cause or permit to be done anything which may in the opinion of the Sellers, in any way depreciate, jeopardise or otherwise prejudice the value to the Sellers (whether monetary or otherwise) of the whole or any part of the Charged Property; and
- (d) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

8. **DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE**

The Company shall, if and when called upon by the Sellers so to do, deposit with the Sellers and the Sellers shall hereafter hold and retain all deeds and documents of title (if any) relating to the Fixed Charged Property.

9. **ASSIGNMENT**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Sellers absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

10. **FURTHER CHARGES**

10.1 The Company shall forthwith if and when called upon by the Sellers so to do, execute in favour of the Sellers or as the Sellers shall direct such further legal and other mortgages and charges and assignments as the Sellers shall require of and on all the Company's estate and interest in the Fixed Charged Property (including any vendor's lien) to secure all principal and other moneys intended to be hereby secured, such mortgages or charges or assignments to be prepared by or on behalf of the Sellers at the cost of the Company and to be in such form as the Sellers may reasonably require.

10.2 Pending the execution and delivery of any such assignments, the Company shall hold such Charged Property upon trust for the Sellers subject to the provisions of this Debenture.

10.3 Pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.

11. **POWER TO REMEDY**

If the Company is at any time in breach of any of its obligations contained in this Debenture, the Sellers shall be entitled (but shall not be bound) to remedy such breach and the Company hereby irrevocably authorises the Sellers and their agents to do all such things necessary or desirable in connection therewith. The rights of the Sellers contained in this clause 11 are without prejudice to any other rights of the Sellers hereunder. The exercise by the Sellers of their rights under this clause shall not make the Sellers liable to account as a mortgagee in possession.

12. **DEFAULT**

12.1 This Debenture shall become enforceable on the occurrence of any Event of Default and until such time as such Event of Default has been remedied to the

reasonable satisfaction of the Sellers, or if the Company requests the Sellers to appoint an Administrator or Receiver over the whole or any part of its undertaking and assets.

12.2 On and at any time after the occurrence of an Event of Default, the Sellers, in their absolute discretion, may by written notice to the Company:

- (a) declare the Secured Liabilities to be immediately due and payable and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Company; or
- (b) declare the Secured Liabilities to be due and payable on demand of the Sellers; and/or
- (c) declare the security constituted by this Debenture to be enforceable.

### 13. **ADMINISTRATOR OR RECEIVER**

13.1 At any time after the security constituted by this Debenture becomes enforceable, or at the request of the Company, the Sellers may without further notice:

- (a) appoint under seal or by writing under hand any one or more persons to be an administrator ("**Administrator**") or a receiver or a receiver and manager ("**Receiver**") of all or any part of the Charged Property (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager under the power hereinafter contained); and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Sellers, remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

13.2 Where more than one person is appointed Administrator or Receiver, they will have the power to act separately (unless the appointment by the Sellers specifies to the contrary).

### 14. **POWERS OF ADMINISTRATOR OR RECEIVER**

14.1 Any Administrator or Receiver appointed by the Sellers under this Debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which such Administrator or Receiver is appointed and, in particular, shall have power to:

- (a) take immediate possession of get in and collect the Charged Property or any part thereof and for that purpose enter upon any premises at which the Charged Property or any part thereof is located and sever dismantle or remove the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence;
- (b) carry on the business of the Company and for that purpose make or procure advances and secure the same by mortgage or charge in priority or subsequent to the moneys and interest secured by this

Debenture or otherwise as may be thought expedient and carrying interest at such rate as the Sellers may consider necessary;

- (c) make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
- (d) sell, convert into money and realise all or any part of the Charged Property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- (e) let all or any part of the Fixed Charged Property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- (f) accept a surrender of any lease or tenancy;
- (g) compromise any claim by or against the Company;
- (h) call up all or any portion of any uncalled capital of the Company;
- (i) give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Charged Property;
- (j) use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company for all of which purposes the Company hereby irrevocably appoints every such Administrator or Receiver to be its attorney; and
- (k) appoint managers, officers, agents, accountants, clerks, servants, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper.

**15. SALE**

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture nor to any sale by the Sellers or an Administrator or Receiver appointed hereunder and the statutory power of sale shall as between the Sellers or such Administrator or Receiver and a purchaser from the Sellers or such Administrator or Receiver be exercisable at any time after the execution of this security, provided that the Sellers shall not exercise the said power of sale until payment of the moneys hereby secured shall have become due or an Administrator or a Receiver has been appointed hereunder, but this proviso shall not affect a purchaser or put him upon enquiry whether such moneys have become due or such appointment has been made.

**16. FURTHER ASSURANCE**

The Company shall from time to time execute and do all such assurances and things as the Sellers may reasonably require for perfecting the security hereby constituted and after the moneys hereby secured shall have become payable for facilitating the realisation of the Charged Property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on the Sellers or any Administrator or Receiver appointed by it.

17. **ATTORNEY**

The Company hereby irrevocably and by way of security appoints the Sellers acting jointly to be the attorney of the Company in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do hereunder and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Sellers or any Administrator or Receiver appointed by them and the Company hereby expressly authorises the Sellers to pursue any insurance claim relating to the Charged Property in the name of the Company and to delegate all or any of the powers hereby conferred upon it to any Administrator or Receiver appointed by them or to such other person or persons as they may in their absolute discretion think fit.

18. **APPLICATION OF RECEIPTS**

18.1 Any moneys received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture, be applied for the following purposes and in the following order of priority:

- (a) in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Sellers or any Administrator or Receiver appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as the Sellers shall in their absolute discretion decide;
- (b) in satisfaction of the moneys outstanding and secured by this Debenture whether principal or interest in such order as the Sellers shall in their absolute discretion decide; and
- (c) the surplus (if any) shall be paid to the person or persons entitled thereto.

18.2 All moneys received, recovered or realised by the Sellers under this Debenture may be credited at the discretion of the Sellers to any suspense or impersonal account and may be held in such account for so long as the Sellers shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Debenture.

19. **LIABILITY OF ADMINISTRATOR OR RECEIVER**

Neither the Sellers nor any Administrator or Receiver appointed as aforesaid shall by reason of their or the Administrator's or Receiver's entering into possession of the Charged Property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, but every Administrator or Receiver duly appointed by the Sellers under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Company for all purposes and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Sellers and every such Administrator or Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the said Act.

20. **PROTECTION OF PURCHASER**

No purchaser, mortgagee or other person or company dealing with the Sellers or any Administrator or Receiver appointed hereunder or its or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Administrator or Receiver is purporting to exercise has become exercisable or whether any money remains due on this Debenture or to see to the application of any money paid to the Sellers or to such Administrator or Receiver.

21. **COSTS AND EXPENSES**

All costs, charges and expenses incurred and all payments made by the Sellers or any Administrator or Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Company shall be payable by the Company on demand and shall be secured by this Debenture.

22. **INDEMNITY**

The Sellers and every Administrator, Receiver, attorney, manager, agent or other person appointed by the Sellers hereunder are hereby entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to this Debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted by them or him in any way relating to the Charged Property, and the Sellers and any such Administrator or Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

23. **CONSOLIDATION**

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this Debenture.

24. **NOTICES**

Where a notice is to be given to the Company or the Sellers (as the case may be) it may be served by leaving it at the registered office or last known address of the Company or the Sellers (as the case may be) or by sending it first-class letter post to the registered office or last known address of the Company or the Sellers (as the case may be) when it shall be deemed to have been served at the expiration of forty-eight hours after it has been posted.

25. **MISCELLANEOUS**

25.1 The Sellers may, without discharging or in any way affecting the security created by this Debenture or any remedy of the Sellers, grant time or other indulgence or abstain from exercising or enforcing any remedy, security, guarantee or other right which they may now or in the future have from or against the Company and may make any arrangement variation and/or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the moneys obligations and liabilities secured by this Debenture.

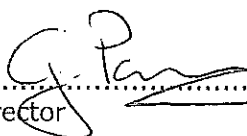
25.2 The provisions of this Debenture shall be severable and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the

validity legality and enforceability of the remaining provisions shall not in any way be impaired.

- 25.3 The rights and remedies of the Sellers provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time as often as the Sellers may deem expedient.
- 25.4 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 25.5 Save as provided in clause 22, the parties to this Debenture do not intend that any term of this Debenture should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Debenture.
- 25.6 This Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document.
- 25.7 Each party to this Debenture agrees to be bound by this Debenture despite the fact that any other person which was intended to execute or to be bound does not do so or is not effectually bound and despite the fact that any Encumbrance contained in this Debenture is terminated or becomes invalid or unenforceable against any other person whether or not such termination, invalidity or unenforceability is known to the Sellers.
- 25.8 Neither the Sellers nor the Company may assign, transfer, novate or dispose of any of, or any interest in, their or its rights and obligations under this Debenture, save that the Sellers may assign such rights as provided in the Guarantee.
- 25.9 In the event of there being any conflict between the terms of the Guarantee and the terms of this Debenture, the terms of the Guarantee shall prevail.
- 25.10 This Debenture shall be governed by and construed in accordance with English Law.

IN WITNESS whereof this Debenture had been executed as a Deed and delivered the day and year first above written.

Executed as a deed by **BY DESIGN GROUP LIMITED** acting by, a director, in the presence of:

  
.....  
Director

Witness signature: .....

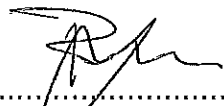
Witness name: (block capitals) .....

Witness address: .....

Witness occupation: .....



Signed as a deed by **JOHN PAUL HYWEL JONES** in the presence of:

  
.....

Witness signature: .....


Witness name: (block capitals) .....

Witness address: .....

Witness occupation: .....



Signed as a deed by **ELIZABETH JANE JULIA JONES** in the presence of:

  
.....

Witness signature: .....

Witness name: (block capitals) .....

Witness address: .....

Witness occupation: .....

