



**Registration of a Charge**

Company name: **ANDREW BROWN LEISURE LIMITED**

Company number: **03763413**



X7KKY2SO

Received for Electronic Filing: **11/12/2018**

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**Details of Charge**

Date of creation: **23/11/2018**

Charge code: **0376 3413 0007**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **NOT APPLICABLE.**

**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: **ADDLESHAW GODDARD LLP**



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

Company number: 3763413

Charge code: 0376 3413 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by ANDREW BROWN LEISURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2018 .

Given at Companies House, Cardiff on 12th December 2018

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

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** Andrew Brown Leisure Limited (**Registered No:** 03763413)  
**Bank:** National Westminster Bank Plc  
**Policy:** Name of Insurer: Aegon  
Policy Number: L0191892204  
Life Assured: Oliver Andrew Brown

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Policy or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, assigns to the Bank all rights to the Policy and all money payable under the Policy.

**3. Maintenance of the Policy**

- 3.1 The Owner will comply with the terms of the Policy and pay all premiums under the Policy and if required by the Bank, provide evidence that the premiums have been paid.
- 3.2 The Bank can do anything needed to maintain the Policy or an equivalent policy and the Owner will pay the cost.

**4. Restrictions**

The Owner will not, without the Bank's consent:

- 4.1 permit or create any mortgage, charge or lien on the Policy, or
- 4.2 dispose of or assign the Policy.

**5. Meaning of Policy**

References to Policy include any policy as amended, any policy that has been substituted for any policy assigned by this deed and if more than one policy is assigned then this deed refers to the policies together and separately.

**6. Powers of the Bank**

- 6.1 The Bank may without restriction sell or surrender the Policy or convert it to a paid up policy and may exercise any rights conferred by the Policy.
- 6.2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

6.3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

6.4 The Bank may serve notice of this deed on any person to perfect the security.

## **7. Power of Attorney**

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

## **8. Application of Payments**

8.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

8.2 If the Bank receives notice of any charge or other interest affecting the Policy, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

## **9. Preservation of Other Security and Rights and Further Assurance**

9.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

9.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

## **10. Consents, Notices and Demands**

10.1 All consents, notices and demands must be in writing.

10.2 The Bank may deliver a notice or demand to the Owner at its registered office.

10.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

10.4 A notice from the Owner to the Bank will be effective on receipt.

## **11. Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

## **12. Possession and Exercise of Powers**

12.1 The Bank does not have an immediate right to possession of the Policy, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

12.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

12.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

13. **Law**

13.1 English law applies to this deed and the English courts have exclusive jurisdiction.

13.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

**Executed and Delivered** as a deed by  
the Owner

) Director

)

)

)

) Director/Secretary

)

A witness is required if there is only one signature – which must be a Director

Witness' name in full

Signature

Address

Occupation

FERN GORDON

Napthens LLP  
Solicitors  
Darwen House  
Walker Business Park  
Walker Road  
Blackburn  
BB1 2QF

TRAINEE SOLICITOR

Date

23 NOV 8

You must date  
the document