



Registration of a Charge

Company name: **BRITANNIA COACH SERVICES LIMITED**

Company number: **04424894**



X5LRYAQ3

Received for Electronic Filing: **13/12/2016**

Details of Charge

Date of creation: **25/11/2016**

Charge code: **0442 4894 0002**

Persons entitled: **AGENSYND S.L. AS SECURITY TRUSTEE**

Brief description: **NONE.**

Contains fixed charge(s).

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

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4424894

Charge code: 0442 4894 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2016 and created by BRITANNIA COACH SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2016 .

Given at Companies House, Cardiff on 14th December 2016

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

25 November

THIS SECURITY ACCESSION DEED is made on 2016

BETWEEN:

- (1) The Companies listed in Schedule 1 hereto (together the "New Charging Companies" and each a "New Charging Company"); and
- (2) AgenSynd S.L. as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 25 October 2016 between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and/or amended by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANIES

2.1 Accession

Each New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 Covenant to Pay

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment in accordance with their terms.

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and

2 Ashurst LLP
on behalf
of all
parties.

(b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule ³ (Subsidiary Shares)) and corresponding Distribution Rights; *Ashurst LLP on behalf of all parties.*
- (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Cash Collateral Accounts (including as specified in schedule ⁴ (Cash Collateral Accounts (Blocked))); *Ashurst LLP on behalf of all parties.*
- (vii) all Intellectual Property (including as specified in schedule ⁵ (Intellectual Property)); *Ashurst LLP on behalf of all parties.*
- (viii) its goodwill and uncalled capital; and
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

(a) As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:

- (i) the Assigned Agreements (including as specified in schedule ⁶ (Assigned Agreements)); *Ashurst LLP on behalf of all parties.*
- (ii) the Insurances (including as specified in schedule ⁷ (Insurance Policies)); and *Ashurst LLP on behalf of all parties.*
- (iii) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each New Charging Company re-assign the relevant rights, title and interest in the assigned assets to the New Charging Company (or as it shall direct).

(b) For the avoidance of doubt, prior to the occurrence of a Declared Default, each New Charging Company shall (in its sole discretion and in a manner which does not

adversely affect the validity or enforceability of the security or cause an Event of Default to occur), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consents) under and in connection with the Assigned Agreements, the Insurances and the Hedging Agreements and be entitled to all proceeds and claims arising therefrom.

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

Each New Charging Company confirms that its address details for notices in relation to clause 35 (Notices) of the Facilities Agreement are as follows:

Address: Kingswood Centre Grosvenor Hall, Kennington, Ashford, Kent, England, TN25 4AJ

Email: Nicholas.Goodwin@inspiring-learning.com
Paul.Runge@inspiring-learning.com

Attention: Nicholas Goodwin

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

The New Charging Companies

Name of Company	Registered Number	Place of Incorporation
Inspiring Learning Services Limited	06612409	England and Wales
Inspiring Learning (Holdings) Limited	06323443	England and Wales
Inspiring Learning Limited	06323699	England and Wales
CB (Oldco) Limited	04109413	England and Wales
Kingswood Learning and Leisure Group Limited	03476432	England and Wales
Camp Beaumont Day Care Limited	02670032	England and Wales
London Day Camps Limited	07807769	England and Wales
Kingswood (Isle of Wight) Limited	03369271	England and Wales
Britannia Coach Services Limited	04424894	England and Wales
Kingswood Colomendy Limited	05897187	England and Wales
Kingswood Day Camps Limited	06356655	England and Wales

SCHEDULE 2

Property

CHARLOR

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Kingswood Learning and Leisure Group Limited

Property Type	Address	Title Number
Leasehold	Grosvenor Hall, Kennington, Ashford TN25 4AJ	No title number yet allocated
Leasehold	Dearne Valley, Denaby Main, Doncaster	No title number yet allocated
Leasehold	Kingswood Centre, West Runton	No title number yet allocated
Leasehold	Kingswood, Overstrand Hall, 48 Cromer Road, Norfolk	No title number yet allocated
Leasehold	Land and Buildings to the south west of Albrighton Road, Albrighton	No title number yet allocated
Leasehold	The Colomendy Centre of Ruthin Road, Loggerheads, Mold	CYM352113
Leasehold	Dukeshouse Wood Centre, Fellside, Hexham	ND156279 and ND161261
Leasehold	Isle of Wight, Old Schpol Buildings, Hillway Road, Bembridge, Isle of Wight	IW77645 and IW77680
Leasehold	Scout Dike Outdoor Centre, Huddersfield Road, Penistone, Sheffield	SYK542779

Ashurst on behalf of all parties

Ashurst LLP on behalf of all parties

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares
Inspiring Learning Services Limited	Inspiring Learning (Holdings) Limited	1,029,858,689 A Ordinary Shares 26,666 B Ordinary Shares 61,240 Ordinary Shares
Inspiring Learning (Holdings) Limited	Inspiring Learning Limited	10,296,495 Ordinary Shares
Inspiring Learning Limited	CB (Oldco) Limited	2 Ordinary Shares
CB (Oldco) Limited	n/a	n/a
Kingswood Learning and Leisure Group Limited	Camp Beaumont Day Care Limited	25,000 Ordinary Shares
	Kingswood (Isle of Wight) Limited	2 Ordinary Shares
	Kingswood Colomendy Limited	1 Ordinary Share
	Britannia Coach Services Limited	1 Ordinary Share
Camp Beaumont Day Care Limited	London Day Camps Limited	1 Ordinary Share
London Day Camps Limited	n/a	n/a
Kingswood (Isle of Wight) Limited	n/a	n/a
Britannia Coach Services Limited	n/a	n/a
Kingswood Colomendy Limited	n/a	n/a
Kingswood Day Camps Limited	n/a	n/a

SCHEDULE 4

Collection Accounts (Not blocked)

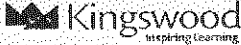
Charging Company	Description/purpose	Account Bank	Sort Code	Account Number
Inspiring Learning Services Limited	Main Bank Account	National Westminster Bank plc		
Inspiring Learning (Holdings) Limited	Main Bank Account	National Westminster Bank plc		
Inspiring Learning Limited	Main Bank Account	National Westminster Bank plc		
CB (Oldco) Limited	No Bank Account	n/a	n/a	n/a
Kingswood Learning and Leisure Group Limited	Main Bank Account	National Westminster Bank plc		
Camp Beaumont Day Care Limited	2 Bank Accounts	National Westminster Bank plc		
London Day Camps Limited	No Bank Account	n/a	n/a	n/a
Kingswood (Isle of Wight) Limited	Main Bank Account	n/a	n/a	n/a
Britannia Coach Services Limited	Main Bank Account	National Westminster Bank plc		
Kingswood	Main Bank Account	National Westminster		

Colomendy Limited		Bank plc		
Kingswood Day Camps Limited	2 Bank Accounts	National Westminster Bank plc		

SCHEDULE 5

Intellectual Property

Mark	Country	Class	Proprietor	Registration / application number	Renewal date
CAMP BEAUMONT	CTM	39, 41 & 43	Inspiring Learning Services Limited	EU005404884	20/10/2016
	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778619	01/04/2024
	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778742	01/04/2024
CAMP BEAUMONT INSPIRING LEARNING	CTM	39, 41 & 43	Inspiring Learning Services Limited	12769626	01/04/2024
	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778684	01/04/2014
EDUCATION TRAVEL GROUP	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448478	19/12/2023
EQUITY	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448511	19/12/2023
EQUITY INSPIRING LEARNING	CTM	39, 41 & 43	Inspiring Learning Services Limited	12769592	01/04/2024
	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778833	01/04/2024
KINGSWOOD	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448304	19/12/2023

KINGSWOOD INSPIRING LEARNING	CTM	39, 41 & 43	Inspiring Learning Services Limited	12769576	01/04/2024
 Kingswood Inspiring Learning	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778858	01/04/2024
PAVILION	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448882	19/12/2023
ROCKETSKI	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448593	19/12/2023
SKIPLAN	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448684	19/12/2023
STG	CTM	39, 41 & 43	Inspiring Learning Services Limited	12448783	19/12/2023
THE ACADEMIES	CTM	39, 41 & 43	Inspiring Learning Services Limited	12776605	09/04/2024
 SPORT ACADEMIES	UK	41	Inspiring Learning Services Limited	UK00002641748	08/11/2022
 SPORT ACADEMIES	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778908	01/04/2024
 THE ACADEMIES	UK	41	Inspiring Learning Services Limited	UK00002641749	08/11/2022
 THE ACADEMIES	CTM	39, 41 & 43	Inspiring Learning Services Limited	12778932	09/04/2024
Kingswood Camps	CTM	39, 41 & 43	Inspiring Learning	13590054	18/12/2024



CTM

39, 41
& 43

Services
Limited
Inspiring
Learning
Services
Limited

13586128

18/12/2024

SCHEDULE 6

Assigned Agreements

None at the date of this deed.

SCHEDULE 7

Insurance Policies

Insurer	Policy Number	Effective Date	Termination Date	Insured
QBE	Y025383QBE0115A	27 October 2016	29 November 2016	Property Business Interruption Employers Liability Public/Products Liability
Touchstone Underwriting	TOL621006	27 October 2016	29 November 2016	Tour Operators Liability including Professional Indemnity
CNA Insurance	10191161	27 October 2016	29 November 2016	Excess Public Liability
Amlin	9135195	27 October 2016	29 November 2016	Motor Fleet
AIG	0015900987	27 October 2016	29 November 2016	Personal Accident & Travel
RSA	RSAP2954443200	27 October 2016	29 November 2016	Computers

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

Executed as a deed by)
INSPIRING LEARNING SERVICES LIMITED)
)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. RADCLIFFE

Address of witness TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Executed as a deed by)
INSPIRING LEARNING (HOLDINGS))
LIMITED)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. RADCLIFFE

Address of witness TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Executed as a deed by
INSPIRING LEARNING LIMITED

)
)
)
)

Signature of director

.....

Name of director

..... John Bentley

Signature of witness

.....

Name of witness

..... Holly Haney

Address of witness

.....

.....

.....

Occupation of witness

.....

Executed as a deed by
CB (OLD CO) LIMITED

)
)
)
)

Signature of director

.....

.....

Name of director

..... John Bentley

Signature of witness

.....

Name of witness

..... Holly Haney

Address of witness

.....

.....

Occupation of witness

.....

Executed as a deed by
INSPIRING LEARNING LIMITED

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by
CB (OLD CO) LIMITED

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

N. Goodman

B. Rax-Liff

TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Executed as a deed by)
KINGSWOOD LEARNING AND LEISURE)
GROUP LIMITED)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. Radcliffe

Address of witness TRAVERS SMITH LLP

10 SNOW HILL

LONDON EC1A 2AL

Occupation of witness

Executed as a deed by)
CAMP BEAUMONT DAY CARE LIMITED)
)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. Radcliffe

Address of witness TRAVERS SMITH LLP

10 SNOW HILL

LONDON EC1A 2AL

Occupation of witness

Executed as a deed by)
LONDON DAY CAMPS LIMITED)
)
)

Signature of director

Name of director John Bentley

Signature of witness
.....

Name of witness Holly Haney

Address of witness

Occupation of witness ..

Executed as a deed by)
KINGSWOOD (ISLE OF WIGHT) LIMITED)
)
)

Signature of director

Name of director John Bentley

Signature of witness
.....

Name of witness Holly Haney

Address of witness

Occupation of witness ..

Executed as a deed by)
LONDON DAY CAMPS LIMITED)
)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. RADCLIFFS

Address of witness TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL
.....

Occupation of witness

Executed as a deed by)
KINGSWOOD (ISLE OF WIGHT) LIMITED)
)
)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by)
BRITANNIA COACH SERVICES LIMITED)
)
)

Signature of director

Name of director .. N. Goodwin

Signature of witness

Name of witness B. RADCLIFFE

Address of witness TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Executed as a deed by)
KINGSWOOD COLOMENDY LIMITED)
)
)

Signature of director

Name of director N. Goodwin

Signature of witness

Name of witness B. RADCLIFFE

Address of witness TRAVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Occupation of witness

Executed as a deed by)
KINGSWOOD DAY CAMPS LIMITED)
)
)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
N. Goodwin

.....
R. RADCHOFF

.....
TRAVERS SMITH LLI
10 SNOW HILL
.....
LONDON EC1A 2AL
.....

Notice Details for New Charging Companies

Address: Kingswood Learning & Leisure Group Limited, Towerpoint 4th Floor, 44 North Road, Brighton, East Sussex BN1 1YR

Facsimile: 01273 693148

Email: Paul.Runge@inspiring-learning.com/Nicholas.Goodwin@inspiring-learning.com

Attention: Paul Runge/Nicholas Goodwin

The Security Agent

Signed for and on behalf of)
AGENSYND S.L.)
)
)

.....
Name:

Notice Details

Address: 78 Velazquez 4D, 28001 Madrid, Spain

Facsimile: 0034 91 7697230

Email: agency@agensynd.com

Attention: Christian Hain/Manuel Rodriguez