

MR01

Particulars of a charge

168100 £13,  
IRIS Laserform

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

X **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR0

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.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. It will be scanned and placed on the public record



A17 \*A3NE5DAW\* 24/12/2014 #588  
COMPANIES HOUSE

WEDNESDAY

**1 Company details**

Company number 0 4 9 0 3 6 7 2

Company name in full Safety Management and Monitoring Services Limited

00001 For official use

→ **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 d2 d3 m1 m2 y2 y0 y1 y4 ✓

**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 Sanne Fiduciary Services Limited as agent and

trustee for the secured parties under and as

Name ✓ defined in the Increditor Agreement dated 19

December 2014 (the "Security Agent")

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

N/A

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

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ 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

☒ Yes

☐ 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 *Dikran Melik W.S.* 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 Patrick Clarke

Company name Dickson Minto W S

Address Level 13 Broadgate Tower

20 Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E W

Country

DX DX DXExch

Telephone 020 7628 4455



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4903672

Charge code: 0490 3672 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2014 and created by SAFETY MANAGEMENT AND MONITORING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2014

2

Given at Companies House, Cardiff on 6th January 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CERTIFIED TRUE COPY

DEED OF ACCESSION - DEBENTURE

THIS DEED is dated 23 November 2014

BETWEEN

by *C. Rooney*  
CHRISTOPHER ROONEY  
Solicitor (England & Wales)

23/12/14

- (1) **SAFTEY MANAGEMENT AND MONITORING SERVICES LIMITED** (registered number 04903672) with its registered office at Salus House, Dyson Wood Way, Bradley Business Park, Huddersfield, HD2 1GN (the "Additional Chargor"),
- (2) **ALCUMUS HOLDINGS LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (the "Parent"), and
- (3) **SANNE FIDUCIARY SERVICES LIMITED** as agent and security agent for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the "Security Agent")

**BACKGROUND**

- (A) The Additional Chargor is a Subsidiary of the Parent
- (B) The Parent has entered into a security agreement dated \_\_\_ December 2014 (the "Security Agreement") between the Parent, the other Chargors under and as defined in the Security Agreement and the Security Agent
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. INTERPRETATION**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document

**2. ACCESSION**

With effect from the date of this Deed the Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor, and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

**3. SECURITY**

- (a) Paragraphs (a) to (h) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed
- (b) All this Security
  - (i) is created in favour of the Security Agent,

- (ii) is security for the payment, discharge and performance of all the Secured Obligations, and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (c) If the Additional Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
  - (i) the Additional Chargor must notify the Security Agent immediately,
  - (ii) unless the Security Agent otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable, and
  - (iii) the Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security
- (f) The Additional Chargor
  - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of the schedule to this Deed,
  - (ii) charges by way of a first legal mortgage all shares owned by it and specified in Part 2 of the schedule to this Deed,
  - (iii) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles specified in Part 3 of the schedule to this Deed,
  - (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 4 of the schedule to this Deed, and
  - (v) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 5 of the schedule to this Deed
- (g) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry
 

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement referred to in the charges register dated [       ] in favour of [       ] (as agent and trustee for the secured parties referred to in that security agreement) or its conveyancer "*
- (h) The Additional Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

*"The Lenders under a senior facilities agreement dated [ ] between, amongst others, Alcumus Holdings Limited, [ ] as facility agent and [ ] as security agent have provided a loans (subject to the terms of that senior facilities agreement) to Alcumus Holdings Limited and the security agreement referred to in the charges register dated [ ] in favour of [ ] (as agent and trustee for the secured parties referred to in that security agreement) secures the obligation to repay that loan "*

#### **4. MISCELLANEOUS**

With effect from the date of this Deed

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

#### **5. LAW**

This Deed is governed by English law

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed



**SCHEDULE**

**PART 1**

**REAL PROPERTY**

**Freehold/Leasehold**

**Description**

None as at the date of this deed

**PART 2**

**SHARES**

| <b>Name of company in<br/>which shares are held</b> | <b>Name of nominee<br/>(if any) by whom<br/>shares are held</b> | <b>Class of shares held</b> | <b>Number of shares held</b> |
|---|---|-----------------------------|------------------------------|
|   | None as at the date of this deed                                |                             |                              |

---

**PART 3**

**SPECIFIC PLANT AND MACHINERY**

**Description**

None as at the date of this deed

## PART 5

### SPECIFIC INTELLECTUAL PROPERTY RIGHTS

| Domain Name                     | Expiry Date       |
|---------------------------------|-------------------|
| sm-ms co uk                     | 25 September 2015 |
| [sm-ms biz] <sup>1</sup>        | 14 November 2023  |
| Lshcontractorplus com           | 12 March 2015     |
| Bombardier-contractorplus co uk | 24 October 2019   |

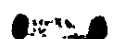
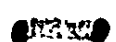
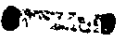
| Bespoke Systems |
|-----------------|
| PropertyPlus    |
| ContractorPlus  |
| AsbestosPlus    |

---

<sup>1</sup> Subject to being transferred to SM&MS by Philip Morris (one of the exiting shareholders)

**PART 6**  
**ACCOUNTS**

| Bank          | Sort Code  | Account No.    |
|---------------|------------|----------------|
| HSBC Bank Plc | [REDACTED] | [REDACTED] 769 |
| HSBC Bank Plc | [REDACTED] | [REDACTED] 750 |
| HSBC Bank Plc | [REDACTED] | [REDACTED] 867 |
| HSBC Bank Plc | [REDACTED] | [REDACTED] 652 |



**PART 7**  
**INSURANCE**

| <b>Insurer</b>                        | <b>Policy Number</b> | <b>Description</b>                                     |
|---------------------------------------|----------------------|--|
| Markel International Insurance Co Ltd | SC1919X140VR/404     | Professional liability insurance                       |
| CNA Insurance Company Limited         | EA732018             | Professional indemnity (Excess of Loss)                |
| Aviva Insurance Limited               | 25004967 CCI         | Employer's liability and public and products liability |
| Novae Syndicates Limited              | B074089140116        | Excess public / products liability                     |
| QBE Insurance (Europe) Limited        | Y019887FLT0114A      | Motor insurance  |
| AimTrust Europe Limited               | MLP/AM01777533       | Motor legal insurance                                  |
| Aviva Life and Pensions UK Limited    | A142566EL            | Life insurance   |
| Aviva Life and Pensions UK Limited    | A160566EN            | Life insurance   |
| Aviva Life and Pensions UK Limited    | A16046EZ             | Life insurance   |

**SIGNATORIES (TO DEED OF ACCESSION)**

**The Additional Chargor**

Executed as a deed by )  
**Safety Management and Monitoring** )  
**Services Limited** )  
acting by )

Director

[Redacted signature]

in the presence of

Witness's signature

Name

*William Heywood*

Address

2.1/15 Cameron McKenna LLP  
Aire House  
160 Aldersgate Street  
London EC1A 4DD

**The Parent**

Executed as a deed by )  
**Alcumus Holdings Limited** )  
acting by )

Director

[Redacted signature]

in the presence of

Witness's signature

Name

*William Heywood*

Address


2.1/15 Cameron McKenna LLP  
Aire House  
160 Aldersgate Street  
London EC1A 4DD

**The Security Agent**

**Sanne Fiduciary Services Limited**

By





10-10-68

[illegible]

1950

**SIGNATORIES (TO DEED OF ACCESSION)**

**The Additional Chargor**

Executed as a deed by )  
Safety Management and Monitoring )  
Services Limited )  
acting by )

Director \_\_\_\_\_

in the presence of:

Witness's signature:.....

Name: .....

Address:.....

**The Parent**

Executed as a deed by )  
Alcumus Holdings Limited )  
acting by )

Director \_\_\_\_\_

in the presence of:

Witness's signature: .....

Name:.....

Address. ....

**The Security Agent**

**Sanne Fiduciary Services Limited**

By: 

