



Registration of a Charge

Company Name: **HARGREAVES SERVICES PLC**

Company Number: **04952865**



Received for filing in Electronic Format on the: **29/07/2021**

XA9QU7GG

Details of Charge

Date of creation: **27/07/2021**

Charge code: **0495 2865 0018**

Persons entitled: **SANTANDER UK PLC**

Brief description: **N/A**

Contains fixed charge(s).

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: **KATHLEEN ACOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4952865

Charge code: 0495 2865 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2021 and created by HARGREAVES SERVICES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2021 .

Given at Companies House, Cardiff on 30th July 2021

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 27 July 2021

HARGREAVES SERVICES PLC (1)

and

SANTANDER UK PLC (AS SECURITY TRUSTEE) (2)

**FIXED CHARGE OVER DEBTS AND NEGATIVE
PLEDGE**

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THIS CHARGE is made on

27 July

2021

BETWEEN:

- (1) **SANTANDER UK PLC** registered in England and Wales with number 02294747 and whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN as security trustee for each Group Member ("**Security Holder**"); and
- (2) **THE PARTY** whose details appear immediately below, hereinafter referred to as the "**Client**".

Name : **HARGREAVES SERVICES PLC**

Registration Number : **04952865**

Registered Office : **West Terrace, Esh Winning, Durham, Durham, DH7 9PT**

THIS DEED WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, except where the context otherwise requires the following words shall have the following meanings:

"Administrator" means any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property.

"Bank" means Santander UK plc (registered number 02294747) or such other clearing bank as the Security Holder may specify to the Client in writing, from time to time.

"Charged Property" means all of the property of the Client described in Clause 3.1 of this Deed.

"Debts" means all present and future book and other debts of the Client and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Client (and including any owing by Santander to the Client).

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Enforcement Date" means the date on which the Security Holder or a Group Member demands the payment or discharge of all or any or any of the Secured Liabilities pursuant to this Deed, or if earlier, the date on which:

- (a) the Security Holder receives from any person a notice of intention to appoint any person under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property;

- (b) the Client requests the Security Holder to appoint a Receiver;
- (c) an application is made for the appointment of an Administrator in relation to the Client;
- (d) a petition is made for an administration order in relation to the Client; or
- (e) an Administrator is appointed in relation to the Client.

"Group" means Santander UK plc (registered number 02294747) and its Subsidiaries for the time being.

"Group Member" means a member of the Group.

"LPA" means the Law of Property Act 1925.

"Receiver" means any receiver and/or receiver and manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986).

"Receivership Assets" means part of the Charged Property not being the whole or substantially the whole of the Client's property, as the Security Holder may specify.

"Santander" means Santander UK plc registered in England and Wales with number 2294747 and whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN.

"Secured Liabilities" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 In this Deed:

- (a) references to **"the parties"** means the parties to this Deed and shall be construed so as to include their respective successors and permitted assigns;
- (b) references to a **"business day"** shall be construed as a reference to a day (other than a Saturday or a Sunday) on which banks are generally open for the transaction of business in Pounds Sterling in London;
- (c) references to Clauses and Schedules are references to Clauses of and Schedules to this Deed;
- (d) references to this Deed shall be to this Deed as amended, varied, supplemented or novated from time to time;
- (e) headings are inserted for ease of reference only and shall be ignored in the construction of this Deed;
- (f) references to any statute, law, decree or regulations shall be deemed to be references to such statute, law, decree or regulations as re-enacted, amended, extended or replaced from time to time; and

(g) the singular includes the plural and vice versa and any gender includes any other.

2 COVENANT TO PAY

The Client covenants with the Security Holder that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Client.

3 CHARGES

3.1 As continuing security for the payment of the Secured Liabilities, the Client with full title guarantee charges to the Security Holder (as security trustee for the Group Members) by way of fixed charge all Debts.

3.2 The Client will not without the Security Holder's prior written consent create or purport or attempt to create or permit to subsist any Encumbrance upon the Charged Property nor sell, transfer, lease, licence, part with possession dispose of or grant any interest in or relating to all or any part of the Charged Property.

4 CLIENT'S OBLIGATIONS

4.1 The Client agrees that it will: -

- (a) not sell, transfer, lease, licence, part with possession or dispose of or grant any interest in or relating to all or any part of the Charged Property without the prior written consent of the Security Holder;
- (b) during the continuance of this Deed: -
 - (i) pay into a current account or a separate designated account (as the Security Holder may require) with the Bank all moneys which it may receive in respect of the Debts hereby charged and (subject to any rights of the Bank in respect thereof) pay or otherwise deal with such moneys standing in such account in accordance with any directions from time to time given in writing by the Security Holder;
 - (ii) if called upon to do so by the Security Holder execute a legal assignment of such Debts to the Security Holder in such terms as the Security Holder may require and give notice thereof to the debtors from whom those debts are owing or incurred and take such other steps as the Security Holder may require to perfect such legal assignment;
 - (iii) deal with such Debts in accordance with any directions from time to time given in writing by the Security Holder (subject to any rights of the Bank in respect thereof) and in default of and subject to any such directions deal

with the same only in the ordinary course of getting in and realising the same (but not sell, assign, factor or discount the same in any way); and

- (iv) permit the Bank to furnish directly to the Security Holder from time to time upon request full statements and particulars of all the Client's accounts with the Bank and such other financial statements and other information respecting the assets and liabilities of the Client as are from time to time available to the Bank;
 - (c) obtain or cause to be obtained, maintain in full force and effect and comply in all material respects with the conditions and restrictions (if any) imposed in, or in connection with, every consent, authorisation, licence or approval of governmental or public bodies or authorities or courts and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable under applicable law for the continued due performance of all its obligations under this Deed;
 - (d) observe and perform all covenants, requirements and obligations from time to time imposed on, applicable to or otherwise affecting the Charged Property and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Charged Property whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Charged Property without infringement by any third party and not without the prior written consent of the Security Holder enter into any onerous or restrictive obligations affecting any of the same;
 - (e) conduct and carry on its business, and procure that each of its Subsidiaries conducts and carries on its business so that its centre of main interest for the purposes of Council Regulations (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings including, but not limited to, its headquarter functions is located at all times within England and Wales and not move its centre of main interest to any other jurisdiction without the prior written consent of the Security Holder at the Security Holder's sole discretion or otherwise reduce in or divert from England and Wales the substantive management and control of its business or any of its properties; and
 - (f) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.
- 4.2 If the Client fails to carry out any of its obligations under Clause 4.1 the Security Holder may do so (though without being deemed thereby to be a mortgagee in possession) and may recover any payments made by it relating thereto from the Client on demand until which time such payments shall form part of the Secured Liabilities.
- 5 ENFORCEMENT**
- 5.1 Section 103 of the LPA will not apply and the Security Holder may exercise its power of sale and other powers under that or any other act or this Deed at any time after the date of this Deed. d.

- 5.2 At any time after the breach by the Client of any of its obligations under this Deed or any other agreement with a Group Member or if any other agreement becomes terminable by Santander or after request by the Client or on or after the Enforcement Date, the Security Holder may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of the Receivership Assets. Any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Security Holder may specify to the contrary in the appointment. The Security Holder may remove any Receiver so appointed and appoint another in his place.
- 5.3 A Receiver shall be the agent of the Client and the Client shall be solely responsible for his acts or defaults and for his remuneration.
- 5.4 A Receiver shall have the power to do or omit to do on behalf of the Client anything which the Client itself could do or omit to do if the Receiver had not been appointed, notwithstanding any liquidation of the Client. In particular (but without limitation) a Receiver shall have power to:
- (a) take possession of, collect and get in the Receivership Assets and, for that purpose, to take such proceedings as may seem to him expedient;
 - (b) sell or otherwise dispose of the Receivership Assets by public auction or private auction or private contract or, in Scotland, to sell, feu, hire out or otherwise dispose of the Receivership Assets by public group or private bargain;
 - (c) raise or borrow money and grant security therefor over the Receivership Assets;
 - (d) appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions;
 - (e) bring or defend any action or other legal proceedings in the name and on behalf of the Client;
 - (f) refer to arbitration any question affecting the Client;
 - (g) do all acts and to execute in the name and on behalf of the Client any deed, receipt or other document necessary for the purpose only of realising Charged Property;
 - (h) appoint any agent to do any business which he is unable to do himself or which can more conveniently be done by an agent and power to employ and dismiss employees;
 - (i) do all such things (including the carrying out of works) as may be necessary for the realisation of the Receivership Assets;
 - (j) make any payment which is necessary or incidental to the performance of his functions;
 - (k) make any arrangement or compromise on behalf of the Client in respect of the Receivership Assets;

- (l) rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Client and to receive dividends, and to accede to trust deeds for the creditors of any such person.

A Receiver shall also have all powers from time to time conferred on receivers by statute without, in the case of powers conferred by the LPA, the restrictions contained in Section 103 of the LPA.

- 5.5 The Security Holder may from time to time determine the remuneration of any Receiver and section 109(6) LPA shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.
- 5.6 All monies received under the powers conferred by this Deed shall, subject to repayment, so far as required, of any claim having priority to this Deed, be paid or applied in the following order of priority: -
 - (a) in satisfaction of all costs, charges and expenses incurred and payments made by the Security Holder or the Receiver and of the remuneration of the Receiver;
 - (b) in or towards satisfaction of the Secured Liabilities in such order as Security Holder and the Group Members may from time to time conclusively agree (in their discretion);
 - (c) as to any surplus (if any) to the person or persons entitled thereto.

6 FURTHER ASSURANCE & POWER OF ATTORNEY

- 6.1 Upon request by the Security Holder the Client will at the Client's cost immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as the Security Holder or any receiver appointed hereunder may require in order to secure the Secured Liabilities or perfect or enforce the security created by this Deed or to use the powers given to each of them in this Deed.
- 6.2 The Client by way of security hereby irrevocably appoints the Security Holder, any Receiver and/or any third party appointed by the Security Holder, severally to be its attorney and in its name and on its behalf:
 - (a) to execute and complete any documents or instruments which the Security Holder or such Receiver may require for perfecting the title of the Security Holder to the Charged Property or for vesting the same in the Security Holder, its nominees or any purchaser;
 - (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 6.1; and
 - (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Holder or a Receiver under this Deed or which may be deemed expedient by the Security Holder or a Receiver in connection with any disposition, realisation or getting in by the Security Holder or such Receiver of the Receivership Assets or in connection with any other exercise of any power under this Deed and including,

but not limited to a power in favour of any Receiver to dispose for value of any of the assets of the Client over which such Receiver may not have been appointed and which are located at real property over which he has been appointed, without being liable for any losses suffered by the Client.

7 CONSOLIDATION

The restrictions on the right of consolidating mortgages contained in Section 93 of the LPA shall not apply to this Deed.

8 NOTICE OF SUBSEQUENT INTERESTS

If the Security Holder receives notice of any subsequent mortgage, charge, assignment, security or other interest affecting the Charged Property the Security Holder may open a new account or accounts for the Client. If the Security Holder does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Client to the Security Holder shall be credited or treated as having been credited to a new account and shall not operate to reduce the amount secured by this Deed when the Security Holder received such notice.

9 ADDITIONAL SECURITY

This Deed is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of the Security Holder or a Group Member or any assignment, bill, note, guarantee, mortgage or other security now or in the future held by or available to the Security Holder or a Group Member (whether created by the Security Holder or a third party) in favour of the Security Holder or a Group Member in respect of the Secured Liabilities.

10 CURRENCY INDEMNITY

The Security Holder or any Group Member or any receiver appointed by it may, in their absolute discretion, convert any monies received, recovered or realised under this Deed from their then existing currency into such other currency as the Security Holder or the Group Member or such receiver may think fit and any such conversion shall be effected at the Security Holder's or the Group Member's bankers then prevailing spot selling rate of exchange for such other currency against the existing currency.

11 SUSPENSE ACCOUNT AND SET-OFF

- 11.1 The Security Holder, a Group Member or any receiver or other third party appointed by the Security Holder may at its discretion credit all or any monies received by it under or in relation to this Deed to a suspense account and hold such monies on such account for such period as either thinks fit pending its application in or towards discharge of the Secured Liabilities. Any Group Member may rely on this clause 11 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

12 TRANSFERS & DISCLOSURES

The rights and obligations of the Security Holder and each Group Member under this Deed are transferable by the Security Holder or the relevant Group Member and references in this Deed to the Security Holder or a Group Member shall include its successors and transferees. The Client may not assign, transfer or make any declaration of trust of any of its rights or obligations under this Deed. The Security Holder and each

Group Member may disclose any information about the Client to any person to whom it is proposing to transfer or has transferred this Deed. Any Group Member may rely on this Clause 12 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

13 MISCELLANEOUS

- 13.1 No failure to exercise, nor any delay in exercising, on the part of the Security Holder or any Group Member, any right or remedy available to it under this Deed or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Deed and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law. Any Group Member may rely on this Clause 13.1 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 13.2 Any waiver by the Security Holder of any term of this Deed or any consent or approval given by the Security Holder under it shall only be effective if given in writing and then only for the purpose stated and subject to any terms and conditions imposed by the Security Holder.
- 13.3 If at any time any one or more of the provisions of this Deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction the legality, validity or enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired as a result.
- 13.4 Any certificate signed by a director or other authorised officer of the Security Holder or a Group Member as to the amount of the Secured Liabilities at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and a binding obligation of the Client.
- 13.5 The meaning of general words introduced by the word "other" is not to be limited by reference to any preceding words.
- 13.6 The paper on which this Deed is written is and at all times remains the property of the Security Holder even after the discharge of this Deed.
- 13.7 Unless expressly provided to the contrary in this Deed, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 13.8 This Deed may be entered into in any number of counterparts, each of which when executed and delivered may be treated as an original.

14 NOTICE

- 14.1 Any notice to or demand upon the Client under this Deed shall be treated as being properly served upon it if it is personally handed to one of its directors or to the Company Secretary or if it is delivered or sent by letter to the Client at its registered office or its principal place of business or is sent by facsimile. Such notice or demand shall be deemed served: -
- (a) if personally handed to one of the Client's directors or to the Company Secretary, when handed over;

- (b) if sent by first class post on any day, at 10.00 am on the next day (or if the next day is a Saturday, Sunday or any date upon which no delivery of letters is made then at 10.00 am on the next day on which letters are delivered);
- (c) if sent by facsimile, at the time of despatch (whether or not actually received).

15 LAW AND JURISDICTION

The proper law of this Deed both as to form and substance shall be the Law of England and Wales and the Client hereby submits to the jurisdiction of the English Courts but without prejudice to the Security Holder's right to bring proceedings in the Courts of any territory in which the Client carries on business or may have assets.

IN WITNESS WHEREOF the parties hereto have executed this deed in the manner hereafter appearing and have delivered it on the date hereabove written.

SIGNED and delivered as a deed by

HARGREAVES SERVICES PLC

acting by two directors or by one director and the secretary:

Director

Signature :

Name : **John Samuel**

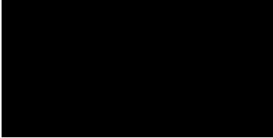
Director/Secretary

Signature :

Name : **David Anderson**

Santander

Signed by "**Darren Clarke**"
duly authorised
for and on behalf of
Santander UK plc



Address: 