

MR01

Particulars of a charge



Companies House

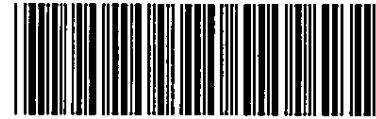
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

WEDNESDAY



A2EAE42G

A08

07/08/2013

#12

COMPANIES HOUSE

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. This will be
scanned and placed on the public record

1 Company details

Company number 05727713

Company name in full A & I SCOFFS LTD

0005 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 06/08/2013

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 HSBC BANK PLC

Name

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

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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

A Mortgage over a life policy

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

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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



X

This form must be signed by a person with an interest in the charge

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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

Company name **HSBC BANK PLC**

Address **SECURITIES PROCESSING
PO BOX 3924**

Post town **SHEFFIELD**

County/Region **SOUTH YORKSHIRE**

Postcode **S 1 9 B D**

Country **UNITED KINGDOM**

DX **712350 SHEFFIELD 19**

Telephone **08456 035 366**



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 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

MR01 - continuation page

Particulars of a charge

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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

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5727713

Charge code. 0572 7713 0005

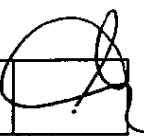
The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2013 and created by A & I SCOFFS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2013.

DX

Given at Companies House, Cardiff on 9th August 2013



Dated 6 August 2013

Checker's
initial 

A & I Scoffs Ltd

to

HSBC Bank plc

MORTGAGE OF LIFE POLICY

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Policy described in the Schedule. You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

HSBC Bank plc will hold this Mortgage as security for all the debts and/or the other liabilities to HSBC Bank plc as set out in clause 3 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.

If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can convert the Policy and/or surrender or sell the Policy and put the money received towards the debts and/or the other liabilities.


The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf.

Until the debts and/or the other liabilities are paid or discharged in full, you have no right to the Policy, but you must keep it in force.

This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.

This Mortgage contains other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Save for the material redacted pursuant to
s.859G of the Companies Act 2006, 6 Aug 13
We hereby certify this is a true and
accurate copy of the original document.  ✓
For and on behalf of HSBC Bank plc.

THIS MORTGAGE made by deed the 6 day of August two thousand and 13
BETWEEN Mortgagor A & I Scoffs Ltd Number 05727713 ("you")

and HSBC Bank plc ("the Bank")

WITNESSES as follows

Meaning of certain words

- 1 (a) "the Bank" means HSBC Bank plc (registered in England number 14259) and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Mortgage
- (b) "you" means the Mortgagor named above, and words such as "your", "yours", etc should be read in this way If there is more than one of you, the obligations under this Mortgage apply to each of you individually as well as jointly
- (c) "Mortgage" means this Deed
- (d) "the Policy" means the Policy(ies) mentioned in the Schedule to this Deed and any other policy(ies) required to be effected by this Deed together with the rights and benefits accrued or accruing under these policies

The Main Subject Matter of this Mortgage

The Debt which is secured on the Policy

- 2 This Mortgage is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt")
- 3 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank

This includes, but is not limited to

- (a) overdrafts, personal and other loans or facilities and further advances of money,
 - (b) guarantees and indemnities to the Bank and any of your other contingent liabilities,
 - (c) discount, commission and other lawful charges and expenses,
 - (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,
 - (e) money agreed to be paid by you under clause 22 below
- 4 The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

Transfer of the benefit of the Policy to HSBC

- 5 (a) With full title guarantee, you, and if there is more than one of you, each of you, assign and charge the Policy together with your beneficial interest in it absolutely to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (b) If the Debt and your other liabilities under this Mortgage are unconditionally and irrevocably paid or discharged and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will at your request re-assign and release the Policy to you or as you may direct

What you agree in relation to the Policy

You are able to assign the Policy

6 You agree that

- (a) you are the beneficial owner of the Policy and have the right to assign and charge it,
- (b) the Policy is free from any charge or encumbrance of any kind and all payments due under it are paid up to date,
- (c) that nothing has occurred to prevent the Bank from receiving the full benefit of the Policy or which has caused, or might cause, the Policy to become voidable or void

Interest of other persons in the Policy

- 7** If any other person is interested in the Policy, you will do everything necessary to arrange that this person gives all documents necessary to assign and/or charge the full right and interest in the Policy absolutely to the Bank

Keeping the Policy paid up and valid

8 You must

- (a) deposit the Policy with the Bank,
- (b) promptly pay all premiums under the Policy,
- (c) whenever the Bank reasonably requires, deposit all receipts or other sufficient evidence of payment of premiums,
- (d) not do, or fail to do, anything which makes, or might make, the Policy voidable, void or lapse or cause an increased premium to become payable

Replacement Policy

- 9** If the Policy becomes voidable or void or lapses, you must at your own cost do everything necessary to restore the Policy. If that is not possible, you will effect and deposit with the Bank a new policy or policies in the Bank's name on the life or lives assured under the policy which
- (a) assures a sum and other benefits not less in amount than the sum and benefits assured by the Policy (including any bonus or bonuses which may have been declared or have accrued) as if all premiums and other money necessary for keeping the same in force had been paid when due and the Policy had not become voidable, void or lapsed,
 - (b) matures no later than the date on which the Policy would have matured if it had been kept in force, and
 - (c) is with an insurer approved by the Bank

The new policy or policies mentioned above shall be subject to this Mortgage as was the Policy

Safeguarding the Bank's Security

- 10** (a) You must not, without the Bank's written consent
- (i) in any way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Policy,
 - (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Policy
- (b) You must do everything in your power to prevent any person from becoming entitled to claim any interest in the Policy
- (c) You must do everything necessary to help the Bank to

- (i) Confirm or protect its interest in the Policy, and
- (ii) Exercise any of its rights under this Mortgage

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not this Mortgage has become enforceable

When this Mortgage becomes enforceable

- 11 You agree that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise
- 12 This Mortgage shall become enforceable if
 - (a) the Debt, or any part of it, is not paid or discharged when due,
 - (b) you are in breach of any of your obligations under this Mortgage,
 - (c) you, or if there is more than one of you, any of you, enter into any composition or arrangements with creditors or are made bankrupt, or any step is taken for administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against you, or any of you,
 - (d) anyone seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Policy or if anything else happens which might adversely affect the security given by this Mortgage, or
 - (e) any other event occurs that makes this Mortgage (or any other security for the Debt) enforceable or the Debt becomes due,

and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the power of sale conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Policy free from the restrictions contained in sections 103 and 109 of that Act

- 13 The Bank may, at any time after the power of sale has arisen, realise the Policy whether by surrender to the insurer of the Policy, by conversion of the Policy into a paid up policy, by sale or assignment of the Policy to any person or by any other method of realisation the Bank considers appropriate

Power of Attorney

- 14 You, and if there is more than one of you, each of you, irrevocably appoint the Bank as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit
 - (a) in the exercise of any powers or in respect of any of your obligations under this Mortgage, and
 - (b) (i) in the making of any payments (whether by way of payment of premiums or other money payable under the Policy or otherwise),
 - (ii) in effecting a replacement policy,
 - (iii) in doing other things or bringing, settling or defending any proceedings in your name and at your expense

- 15 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971

The Bank's Additional Rights and Powers

Benefits accruing

- 16 The Bank may, until this Mortgage is re-assigned and released, claim and receive any bonus or benefit accruing in respect of the Policy and exercise any options or other rights attaching to the Policy

Buying out prior interests

- 17 If someone else has a prior interest in the Policy, the Bank may, at any time, buy out the interest or have it transferred to the Bank. You will be fully bound by the transaction.

Adjustments to Law of Property Act powers and restrictions

- 18 The Bank's rights and remedies under this Mortgage are in addition to, and not in substitution for, any given by law.
- 19 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.

Making good your defaults

- 20 If at any time you fail to comply with any of your obligations under this Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including the payment of any premium and performing or obtaining compliance with the obligation.

Protection of purchasers

- 21 No one dealing with the Bank needs to check that the powers under this Mortgage have arisen or are being properly exercised.

Payment of the Bank's Fees, Expenses and Costs

- 22 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to
- (i) the preparation, completion, administration, protection and enforcement (including the costs of any proceedings) of this Mortgage, and
 - (ii) the exercise by the Bank of its rights and powers under this Mortgage.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence and duration of this Mortgage

- 23 (a) This Mortgage is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.
- (b) No prior security held by the Bank shall merge with this Mortgage.
- (c) This Mortgage remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank releases it in writing.

The Bank's powers to deal with Accounts and Money received

- 24 (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Policy, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If the Bank has more than one account for you, and this Mortgage becomes enforceable, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any

credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

- (c) If the Bank has any other mortgage or charge over the Policy, the Bank shall be able to appropriate any money received under this Mortgage or under the other mortgage or charge.

- 25 (a) All money received by the Bank under this Mortgage may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.
- (b) Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates:
- (i) if and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges,
 - (ii) if and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

Waiver of set-off

- 26 You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

Currency Conversion

- 27 The Bank may convert any money received under this Mortgage from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

- 28 The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or any other security for it, without releasing or otherwise affecting either this Mortgage or the liability for the Debt.

Notices, Governing Law and Jurisdiction

- 29 Any demand, notice or proceeding under this Mortgage may be served

- (a) by letter, sent by first class post to, or left at, your last known address or registered office, and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered, or
- (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If the Bank is unable to serve notice on all of you (where there is more than one of you) service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any manager or officer of the Bank.

- 30 (a) This Mortgage will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Mortgage, its subject matter, negotiation or formation will be determined in accordance with English law.

- (b) Both you and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Mortgage

Disclosure of Information

- 31 You consent to the disclosure by the Bank of any information about you, this Mortgage, the Policy and/or the Debt to
- (a) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights, under this Mortgage or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer, and/or
 - (b) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in respect of this Mortgage or the Debt, and/or
 - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents, and/or
 - (d) any insurer who is to or who proposes to provide insurance to the Bank in respect of the Policy and/or the Debt
 - (e) any other person to whom, and to the extent that such information is required to be disclosed by any applicable law or regulation

Transfer of Rights

- 32
- (a) The Bank may transfer all or any part of its rights under this Mortgage and/or the Debt to any person at any time
 - (b) If the Bank transfers all or any part of its rights under this Mortgage and/or the Debt, your rights under this Mortgage and/or the Debt will stay exactly the same
 - (c) You will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person
 - (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations
 - (e) You will, at the expenses of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Mortgage and/or the Debt
 - (f) You will not transfer all or any part of your rights under this Mortgage and/or the Debt without the prior written consent of the Bank
 - (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above
 - (i) the term **transfer** means sale, assignment and/or transfer,
 - (ii) the term **rights** means rights, benefits and/or obligations, and
 - (iii) the term **person** means any person, trust, fund or other entity

The Bank's written consent and reasonable requirement

- 33
- (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect
 - (i) the Bank's security under this Mortgage and the Bank's ability to enforce this Mortgage,
 - (ii) the value of the Policy and the Bank's ability to convert, surrender or sell the Policy,
 - (iii) the Bank's ability to recover the Debt, or
 - (iv) the assessment of the value of this Mortgage as an asset of the Bank
 - (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in
 - (i) the preservation of the Bank's security under this Mortgage or the value of the Policy, or

(11) the Bank's ability to recover the Debt

Severance and Modification - Unenforceability

- 34 (a) If any of the clauses (or part of a clause) of this Mortgage is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents
- (c) If this Mortgage is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Mortgage

Interpretation

35 In this Mortgage

- (a) the headings are used for guidance only,
- (b) any reference to a person includes a body corporate,
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force,
- (d) references to the singular include the plural and vice versa

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

SCHEDULE

The Policy mortgaged

Date of Policy	25 March 2012
Issued by	Zurich Assurance Limited
Policy Number	22959-2TA-DYS
Sum Assured (exclusive of any bonus)	£1,500,000 00

This Mortgage is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Signed as deed by the Mortgagor acting by

Signature ☒ [Redacted] Director

Name in full ☒ ANTONY TAGLIAMONTI
(Block letters)

In the presence of

Full name of witness ☒ KAREN ELSMORE Witness
(Block letters)

Signature of Witness ☒ [Redacted] KAREN ELSMORE

Address ☒ [Redacted]

Occupation ☒ [Redacted]

For Bank Use Only

This Deed of Re-assignment and Release

In this Deed the words used have the meanings given to them in the Mortgage The Bank re-assigns, releases and transfers (as appropriate) to

The Policy now comprised in the Mortgage

Signed as a deed and delivered this _____ day of _____ 20____

By _____
(Block letters) (Signature)

as the attorney and on behalf of HSBC Bank plc

in the presence of

Full name of witness _____
(Block letters)

Signature of witness _____

Address

Occupation

NOTE TO POLICY HOLDER/S

When this document is re-assigned, it should be kept with the Policy as it forms part of the title to the Policy and evidence of its discharge will be required by the insurer before payment.