



Registration of a Charge

Company name: **ORGANIC TRADE (UK) LIMITED**

Company number: **06582072**



X6L87FP6

Received for Electronic Filing: **13/12/2017**

Details of Charge

Date of creation: **08/12/2017**

Charge code: **0658 2072 0001**

Persons entitled: **TRIODOS BANK NV**

Brief description: **FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: **STEVEN RICE TLT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6582072

Charge code: 0658 2072 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2017 and created by ORGANIC TRADE (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2017 .

Given at Companies House, Cardiff on 15th December 2017

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



TRIODOS BANK NV

CHARGE OF DEPOSIT

Insert date on
which
Charge is entered
into

THIS CHARGE is made on

8 DECEMBER 2017

BETWEEN:

Insert full name(s)
and address(es)
of company

Organic Trade (UK) Limited

a company incorporated in England and Wales
(company no 06582072) the registered office of
which is at 18 Rooksbury Road, Andover,
Hampshire, SP10 2LW

(the "Company")

and Triodos Bank NV of Deanery Road, Bristol, BS1 5AS (the **Bank**)
subject to the terms and conditions set out in the following pages (the
"**Conditions**").

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE
BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND
THE BANK IS NOT PAID, YOU COULD LOSE THE ASSET CHARGED.**

CONDITIONS

1. Interpretation

- 1.1 In this Charge unless the context otherwise requires, the words and expressions set out below shall have the following meanings.

"Company's Liabilities" means all of the Company's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses;

"Deposit" means all sums (whether of principal, interest or otherwise) now or hereafter standing to the credit of the Security Account together with all other rights and benefits accruing to or arising in connection with the Security Account (including, without limitation, entitlements to interest);

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Deposit or the Company's Liabilities or in taking or perfecting this Charge or in preserving defending or enforcing the security created by this Charge or in exercising any power under this Charge or otherwise with Interest from the date they are incurred;

"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time;

"LPA" means the Law of Property Act 1925;

"Receiver" means a receiver and/or manager of any or all of the Deposit appointed under this Charge;

"Security Account" means account number [REDACTED] with sort code [REDACTED] in the name of the Company with the Bank as that account may be renumbered or redesignated from time to time.

- 1.2 In this Charge a reference to:

- 1.2.1 a statutory provision includes a reference to:

- (a) that statutory provision as modified or re-enacted or both from time to time before the date of this Charge; and
- (b) any subordinate legislation made under that statutory provision before the date of this Charge;

- 1.2.2 persons includes a reference to any individual, firm, body corporate, unincorporated association or partnership;

- 1.2.3 a person includes a reference to that person's legal personal representatives, successors and assigns;

- 1.2.4 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Charge;

Triodos Bank

- 1.2.5 the singular shall include the plural and vice versa; and
- 1.2.6 this Charge (or any specified provision of it) or any other agreement or document is a reference to this Charge, that provision agreement or document as from time to time supplemented or amended;
- 1.3 If the expression "**Company**" includes more than one person, it shall be construed as referring to all and/or any one or more of those persons and their obligations shall be joint and several.
- 1.4 The headings to these Conditions shall not affect the interpretation of this Charge.
2. **Covenant to pay**
- The Company shall, on demand, pay to the Bank and discharge the Company's Liabilities when they become due.
3. **Interest**
- The Company shall pay Interest on any amounts due under clause 2 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at the rate and in the manner charged to the Company by the Bank from time to time. In the case of any Expenses or other amounts due under this Charge, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Bank, without the need for any demand for payment being made.
4. **Charges**
- 4.1 As a continuing security for the payment and discharge of the Company's Liabilities, the Company with full title guarantee charges to the Bank, by way of first fixed charge, the Deposit.
5. **Further assurance**
- 5.1 The Company, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities or charges (containing a power of sale and such other provisions as the Bank may reasonably require) as the Bank, in its absolute discretion, requires from time to time over all or any part of the Deposit.
- 5.2 The Company will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same.
6. **Restrictions**
- The Company shall not at any time, except with the prior written consent of the Bank:
- 6.1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Deposit other than this Charge; or
- 6.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Deposit; or
- 6.3 create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party.

Triodos Bank

7. Warranty

- 7.1 The Company hereby warrants to the Bank that it is the absolute legal and beneficial owner of the Deposit free from all liens, charges and encumbrances.

8. Company's covenants

- 8.1 During the continuance of this Charge, the Company shall:

- 8.1.1 not withdraw or transfer all or any part of the Deposit until all the Company's Liabilities have been discharged in full;
- 8.1.2 not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank or materially diminish the value of the Deposit or the effectiveness of the security created by this Charge (including, without limitation, closing the Security Account);
- 8.1.3 enforce any rights and institute, continue or defend any proceedings relating to the Deposit which the Bank may require from time to time;
- 8.1.4 immediately report to the Bank any notice, order or requirement received from whatever source in relation to the Deposit.

9. Enforcement

- 9.1 The security constituted by this Charge shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this Charge) shall be immediately exercisable at any time after the Bank shall have demanded payment of any of the Company's Liabilities.
- 9.2 Section 103 of the LPA shall not apply to this Charge and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this Charge) shall, as between the Bank and a purchaser, arise on the execution of this Charge and be exercisable at any time after such execution, but the Bank shall not exercise such power of sale until the security constituted by this Charge has become enforceable under clause 9.1.
- 9.3 After the security constituted by this Charge has become enforceable, the Bank may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Deposit.
- 9.4 The rights and powers of the Bank contained in this Charge shall apply notwithstanding that:
- 9.4.1 all or part of the Deposit may have been deposited for a fixed or minimum period or be subject to a period of notice;
 - 9.4.2 any interest on the Deposit is calculated by reference to a fixed or minimum periods; and/or
 - 9.4.3 any such fixed or minimum period or period of notice may or may have expired or been given.
- 9.5 The Company irrevocably authorises the Bank at any time after the security constituted by this Charge has become enforceable to break or determine the Deposit in whole or in part and/or

Triodos Bank

to renew all or any of the Deposit for such fixed periods as the Bank may, in its absolute discretion, from time to time think fit.

9.6 At any time after this Charge has become enforceable, the Bank and any Receiver may (without prejudice to any other right which the Bank or the Receiver may have) without further notice to the Company exercise the power to sell or otherwise dispose of the whole or any part of the Deposit.

9.7 Any sale or disposal under Clause 9.6 above, may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as the Bank and the Receivers, as the case may be, shall in its absolute discretion think fit and without liability for loss.

10. Appointment of Receiver

10.1 At any time after the security constituted by this Charge has become enforceable or at the request of the Company, the Bank may by writing under the hand of any duly authorised officer of the Bank or any person authorised by such officer in writing:

10.1.1 appoint any person or persons to be a Receiver of the Deposit or any part thereof; and

10.1.2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place.

10.2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Bank specifies to the contrary).

10.3 The power to appoint a Receiver (whether conferred by this Charge or by statute) shall be, and remain, exercisable by the Bank despite any prior appointment in respect of all or any part of the Deposit.

11. Powers and Capacity of a Receiver

11.1 Any Receiver appointed by the Bank under this Charge shall (in addition to all powers conferred on him by law) have the power to do all such acts and things as an absolute owner could do in the management of the Deposit.

11.2 All money received by the Bank or a Receiver in the exercise of any enforcement powers conferred by this Charge shall be applied:

11.2.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Bank (and any Receiver, attorney or agent appointed by it);

11.2.2 secondly, in payment of the Receiver's remuneration (as agreed between the Bank and the Receiver);

11.2.3 thirdly, in or towards satisfaction of the Company's Liabilities in such order and manner as the Bank determines; and

11.2.4 finally in paying any surplus to the Company or any other person entitled to it.

11.3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Company who shall be solely responsible for his or their acts or defaults and for his or their

Triodos Bank

remuneration. Neither the Bank nor any Receiver shall be liable to the Company as mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this Charge.

- 11.4 The Bank may fix the remuneration of any Receiver appointed by it for his or their services and for those of his or their firm(s) appropriate to the work and responsibilities involved without being limited by the maximum rate specified in section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Charge which shall be due and payable immediately upon its being paid by the Bank.
- 11.5 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of any of the Company's Liabilities. The Bank may, in its absolute discretion, at all times prior to payment in full of all of the Company's Liabilities, place and keep to the credit of a separate or suspense account any money received by the Bank or a Receiver by virtue of this Charge for so long and in such manner as the Bank may determine without any obligation to apply the same or any part of it in or towards the discharge of any of the Company's Liabilities.
- 11.6 Neither the Bank nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Company's Liabilities.
- 11.7 At any time after this Charge shall have become enforceable or after any powers conferred by any encumbrance having priority to this Charge shall have become exercisable, the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Company and all moneys paid by the Bank to the encumbrancer in accordance with such accounts shall be repayable by the Company to the Bank on demand together with Interest from the date of payment by the Bank.
- 11.8 To the extent permitted by law, any right, power or discretion conferred by this Charge on a Receiver may, after the security constituted by this Charge has become enforceable be exercised by the Bank in relation to the Deposit whether or not it has taken possession of the Deposit and without or notwithstanding the appointment of a Receiver.

12. Power of Attorney

- 12.1 The Company irrevocably appoints the Bank and separately any Receiver to be its attorney and, in its name, on its behalf and as its act and deed, to execute any document and do any acts and things which:

- 12.1.1 the Company is required to execute and do under this Charge; and

- 12.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Charge or by law on the Bank or any Receiver.

- 12.2 The Company ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 12.1.

13. New Accounts

If the Bank receives notice of any subsequent charge or assignment or other interest affecting

Triodos Bank

the Deposit, the Bank may open a new account or accounts for the Company. If the Bank 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 or on behalf of the Company to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to discharge any part of the Company's Liabilities outstanding at the time when the Bank received notice.

14. Consolidation and Set Off

14.1 Notwithstanding any term to the contrary, the Bank shall be entitled at any time (both before and after demand) and without notice to the Company:

14.1.1 to combine or consolidate all or any existing accounts (including accounts in the name of the Bank and the Secured Account) of the Company with the Bank;

14.1.2 to set off or transfer any sum or sums standing to the credit of any account (including the Deposit) in or towards satisfaction of any of the liabilities of the Company to the Bank on any other account or in any other respect;

14.1.3 apply the Deposit or any part of it towards satisfaction of all or any of the Company's Liabilities; and

14.1.4 for this purpose, the Bank may convert any amount in one currency into another, using its market rate of exchange at the relevant time.

14.2 The Company waives any present or future right of set off it may have in respect of the Company's Liabilities.

15. Immediate Recourse

The Company waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge against the Company.

16. Notices

16.1 Any notice or other communication under or in connection with this Charge shall be in writing and shall be delivered personally or sent by pre-paid first class post (or air mail if overseas) or by fax to the party due to receive the notice or communication at its address or fax number set out in this Charge or such other address or fax number as either party may specify by notice in writing to the other from time to time.

16.2 Any notice or other communication shall be deemed to have been duly given:

16.2.1 if delivered personally, when left at the address referred to in clause 16.1;

16.2.2 if sent by mail, other than air mail, two days after posting it;

16.2.3 if sent by air mail, six days after posting it, in the absence of evidence of earlier receipt; and

16.2.4 if sent by fax, at the time of sending (with a valid transmission report).

16.3 Any notice given under this Charge shall not be validly served if sent by e-mail.

Triodos Bank

17. Assigns

- 17.1 At any time and without the consent of the Company, the Bank may assign or otherwise transfer all or any part of its rights or obligations under this Charge to any person. The Company consents to the disclosure by the Bank of any information and documentation concerning the Company to any prospective assignee or transferee.
- 17.2 The Company may not assign any of its rights, or transfer any of its obligations, under this legal Charge or enter into any transaction which would result in any of those rights or obligations passing to another person.
- 17.3 The expression "the Bank" shall include the Bank's assigns whether immediate or derivative. Any appointment or removal of a Receiver under clause 10 or any consents hereunder may be made or given by writing signed or sealed by any such assigns and the Company hereby irrevocably appoints each of such assigns to be its attorney in the terms and for the purposes set out in clause 12.

18. Additional Security

- 18.1 This Charge and the security created by this Charge shall be in addition to any other security or guarantees which the Bank may now or from time to time hold for any of the Company's Liabilities.
- 18.2 The restriction on the right of consolidation contained in Section 93 of the LPA shall not apply to this Charge or any further or other security entered into pursuant to this Charge.

19. Non-Merger

- 19.1 No prior security held by the Bank over the whole or any part of the Deposit shall merge in the security created by this Charge.
- 19.2 This Charge shall remain in full force and effect as a continuing security for the Company's Liabilities despite any settlement of account, or intermediate payment, or other matter or thing unless and until the Bank discharges this Charge in writing.

20. Severability

- 20.1 Each of the provisions in this Charge shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the remaining provisions shall not in any way be affected or impaired.

21. No waiver

- 21.1 Any waiver or variation of any right of the Bank (whether arising under this Charge or otherwise) shall only be effective if it is in writing and signed by the Bank, will only apply in the circumstances for which it was given and shall not prevent the Bank from subsequently relying on the relevant provision.
- 21.2 No delay or failure to exercise any right or power under this Charge shall operate as a waiver.

22. General

- 22.1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Charge.
- 22.2 The perpetuity period applicable to all trusts declared by this Charge shall be 80 years.
- 22.3 None of the persons included in the expression "Company" shall, as against the Bank, be entitled to any of the rights or remedies, legal or equitable, of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "Company".
- 22.4 The Company certifies that this Charge does not contravene any of the provisions of the company's memorandum and articles of association.
- 22.5 No third party dealing with the Bank or any Receiver need enquire that the powers under this Charge have arisen or are being properly exercised.
- 22.6 Nothing in the Charge shall give or be construed as giving to the Bank any security interest in or rights in respect of any assets which would constitute this Charge or any part of it as a bill of sale.

23. Regulation

The Bank is incorporated under the laws of the Netherlands with limited liability, and registered in England and Wales with registered number BR3012. The lender is authorised by the Dutch Central Bank and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of the Lender's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

24. Governing law and jurisdiction

- 24.1 This Charge is governed by and shall be construed in accordance with the laws of England and Wales.
- 24.2 For the benefit of the Bank, the Company irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Charge in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Triodos Bank

Signed as a deed by) 

Organic Trade (UK) Limited) 

acting by)

a director in the presence of:)

Director

Signature of Witness:



Name of Witness:



Address of Witness:



Occupation:



Triodos Bank

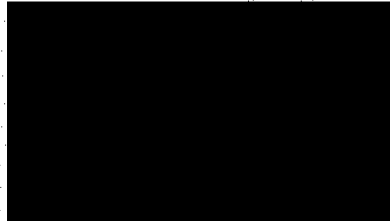
Signed for and on behalf of

)

Triodos Bank NV by

)

)



I/We acknowledge receipt of a completed copy of this document.

If the Company is a company, this acknowledgement must be signed by a Director or the Company Secretary of the Company.

.....

.....