



Registration of a Charge

Company name: **SF ELECTRICAL AND ALARM SYSTEMS LIMITED**

Company number: **07273007**



X8H85N1T

Received for Electronic Filing: **31/10/2019**

Details of Charge

Date of creation: **25/10/2019**

Charge code: **0727 3007 0001**

Persons entitled: **WESSEX AERIALS LIMITED**

Brief description: **ALL LAND NOW OWNED BY THE COMPANY INCLUDING (WITHOUT LIMITATION) THE LAND WHICH IS DESCRIBED IN SCHEDULE 1 (IF ANY). BY WAY OF FIRST FIXED EQUITABLE CHARGE ALL LAND WHICH THE COMPANY ACQUIRES IN THE FUTURE. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARTIN EDWARD DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7273007

Charge code: 0727 3007 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2019 and created by SF ELECTRICAL AND ALARM SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2019 .

Given at Companies House, Cardiff on 1st November 2019

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

THIS DEBENTURE is made the 25th day of October 2019

BETWEEN:

1. **S F ELECTRICAL AND ALARM SYSTEMS LIMITED** (Company No 07273007) whose registered office is at F 7a Lynch Lane Offices Egdon Hall Lynch Lane Weymouth DT4 9DN ('the Company') and
2. **WESSEX AERIALS LIMITED** (Company No 05146295) whose registered office is at F 7a Lynch Lane Offices Egdon Hall Lynch Lane Weymouth DT4 9DN ('the Lender')

NOW THIS DEED WITNESSES as follows:

1 Interpretation

1.1 In this Debenture, unless the context otherwise requires:

1.1.1 'Administrator' means an administrator appointed under the Insolvency Act 1986;

1.1.2 'Assets' means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future;

1.1.3 'Debts' means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 below;

1.1.4 'Encumbrance' means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;

1.1.5 'Environmental Law' means all laws, including without limitation common law, statutes, delegated legislation, legislation of the European Union or any of its institutions, and codes of practice and guidance issued by any relevant authority or agency in relation to any matter affecting the environment, human health or the storage, handling or disposal of any waste or other substance;

1.1.6 'Fixed Plant and Equipment' means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

1.1.7 'Fixtures' means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures;

1.1.8 'Insurances' means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

1.1.9 'Land' means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland;

1.1.10 'Lender' includes persons deriving title under the Lender;

1.1.11 "Loan" means the sum of FORTY THOUSAND POUNDS (£40,000.00)

1.1.12 'Receiver' means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;

1.1.13 'Rents' means any sum payable to the Company (and any right to recover any such a sum):

1.1.13.1 by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land; and

1.1.13.2 by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by clause 3.1 or 3.2 below;

1.1.14 'Secured Liabilities' means the Loan, interest payable on the Loan and costs;

1.2 In this Debenture unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa, and reference to any gender includes the other genders;

- 1.2.2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- 1.2.3 words and phrases defined in the Companies Act 2006 have the same meanings in this Agreement but the word 'Company' includes any body corporate;
- 1.2.4 references to 'clauses' are to clauses or sub-clauses of this Debenture, references to a 'Schedule' are to a schedule to this Debenture and references within a Schedule to 'paragraphs' are to paragraphs or sub-paragraphs of that Schedule;
- 1.2.5 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- 1.2.6 headings are for reference purposes only and shall not affect the construction of anything in this Agreement.

2 Company's obligations

2.1 The Company covenants with the Lender that:

- 2.1.1 it will pay and discharge to the Lender the Loan by forty monthly instalments of £1,000.00 payable on the 1st day of each month the first such payment to be made on 1 December 2019

3 Charges

As a continuing security for the payment and discharge of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender:

- 3.1 by way of first legal mortgage all Land now owned by the Company including (without limitation) the land which is described in Schedule 1 (if any);
- 3.2 by way of first fixed equitable charge all Land which the Company acquires in the future;
- 3.3 by way of separate first fixed charges:
 - 3.3.1 all the goodwill and uncalled capital of the Company, present or future;

3.3.2 the Insurances;

3.3.3 the Debts;

3.3.4 the Rents;

3.3.5 the Fixed Plant and Equipment;

3.4 by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage

4 Protection of Lender's rights

4.1 The Company covenants not, without the prior written consent of the Lender:

4.1.1 to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets other than a Debenture of even date granted by the Company to Helen Mary Coby which is intended to rank pari passu with this Debenture

4.1.2 to part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or

4.1.3 to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern.

4.2 The Company shall subject to the rights of any prior mortgagee deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Company's Land, the Securities (including warrants and coupons) and the Insurances.

4.3 The Company shall, at its own expense, at any time when required by the Lender:

4.3.1 execute and deliver to the Lender a valid legal mortgage of any Land now or in the future owned by the Company;

4.3.2 execute and deliver to the Lender a legal assignment of any of the Assets referred to in clause 3.3 above, or any moneys owing in respect of any of them, as the Lender shall require, and give notice of any such assignment to any person when required by the Lender; and

4.3.3 execute and deliver all deeds and documents, and do and concur in all other acts and things which the Lender may deem necessary or

desirable, to vest in the Lender the security intended to be created by this Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Lender or the Receiver by this Debenture;

in each case, in such form as the Lender may require. In the case of Assets situated outside England and Wales, references to any form of security shall be taken to refer to any form of security available under the relevant local law which the Lender may select.

- 4.4 This Debenture shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right, remedy, guarantee or security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities. No prior security held by the Lender over the whole or any part of the Assets shall merge in the security created by this Debenture.

5 Covenants

- 5.1 While this Debenture continues in force the Company shall:
- 5.1.1 provide to the Lender all information and copies of all documents which the Lender may require relating to the financial affairs of the Company and any Group Company and in particular, without limitation, shall provide not later than 21 days after the end of each month (or such other period as the Lender may at any time specify in writing) copies of management accounts and financial information in such form as the Lender may require in respect of the Company;
 - 5.1.2 provide to the Lender not later than 60 days after the end of each financial year (or such other period as the Lender may at any time specify in writing), copies of an audited or, if the Company is exempt from audit, unaudited profit and loss account and balance sheet, with all the reports and notes required to be attached to them, in the form required by law to be sent to its members in respect of the Company;
 - 5.1.3 forthwith notify the Lender of the acquisition of any Land;
 - 5.1.4 keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition;

- 5.1.5 maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by the Lender in writing from time to time, either in the name of the Company with the interest of the Lender noted or, at the option of the Lender, in the joint names of the Company and the Lender against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less than 21 days' prior notice to the Lender, and on such other terms as the Lender may from time to time require, in their full replacement value for the time being);
- 5.1.6 pay all premiums and other moneys necessary to effect and keep up such insurances within one week of the same becoming due, on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment, comply at all times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow any thing to occur or continue, which will or may in the sole opinion of the Lender cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it;
- 5.1.7 in relation to all Land owned or occupied by the Company:
- 5.1.7.1 at all times observe and perform (and ensure that any other person at any time occupying any such Land also observes and performs) all restrictive and other covenants to which the Land or any part of it may from time to time be subject, all obligations on the part of the Company or any such occupier in any lease or tenancy agreement, and all building regulations and all restrictions conditions and stipulations for the time being affecting the Land or any part of it or the use or enjoyment of the Land;
- 5.1.7.2 within 7 days deliver to the Lender any notice or proceedings served on the Company and relating to any alleged breach of any of the above;
- 5.1.7.3 at all times keep the Land in a safe condition for all persons foreseeably likely to be present on any part of it, and, where necessary or desirable for such purposes, erect and maintain fencing, barriers, covers and other security measures;
- 5.1.7.4 pay all rents, rates, taxes and outgoings payable by virtue of its ownership or occupation, and

- 5.1.7.5 permit the Lender at any reasonable time to enter on the land, inspect it and any assets on it and take copies of any documents there;
 - 5.1.8 at all times comply with all applicable Environmental Law, and obtain and comply with the terms of any licence or permit under any Environmental Law which is necessary or desirable to carry on any of the Company's businesses or activities; and
 - 5.1.9 take all action necessary to maintain any registered rights to Intellectual Property in full force and effect, and to make and pursue all applications which it is entitled to make for any such rights.
- 5.2 If the Company is in default under any of the covenants set out in clause 5.1 above (or any of its other obligations under this Debenture), the Lender may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither the Lender, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of exercising any power given by this clause, irrespective of the degree of control exercised over the Land or access to it, unless and until the Lender (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.
- 5.3 The Lender shall be entitled to be paid the proceeds of any Insurance to which the Company is entitled (other than any indemnity against liability to a third party) and the Company hereby irrevocably instructs any insurer in respect of any such policy to pay such proceeds to the Lender and undertakes to the Lender to issue such further instructions to that effect as the Lender may require.
- 5.4 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as the Lender in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.

6 Demand and enforcement

- 6.1 This Debenture shall become enforceable:

- 6.1.1 upon any demand being made by the Lender for payment following breach by the Company of its obligations under clause 2.1.1 of this Debenture;
 - 6.1.2 upon any demand being made by the Lender for payment following breach by the Company of its other obligations in this Debenture which shall not have been remedied by the Company within 21 days of the Lender giving written notice of breach to the Company
 - 6.1.3 upon any request being made by the Company to the Lender for the appointment of an Administrator or a Receiver or for the Lender to exercise any other power or right available to it;
 - 6.1.4 upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company;
 - 6.1.5 upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator, in relation to the Company; or
 - 6.1.6 upon any moratorium coming into effect in respect of all or any of the company's debts, or the Company taking any step with a view to obtaining such a moratorium
- 6.2 Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be signed by any official of the Lender, and may be made or given at any place of business of the Company or at its registered office:
- 6.2.1 by delivering it to any such place; or
 - 6.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10 am on the next business day after posting, and proof of posting shall be proof of delivery); or
 - 6.2.3 by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).
- 6.3 At any time after this Debenture has become enforceable the Lender may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by Section 103 of that Act shall not apply, and the Lender may delegate the exercise of its power of sale to any Receiver or other person.

7 Miscellaneous provisions

- 8.1 While this Debenture continues in force:

8.1.1 no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Land hereby charged or any part of it shall be capable of being exercised by the Company; and

8.1.2 the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any Land, or to share occupation of any Land with any other person or persons, or to surrender any lease of Land or permit such a lease to be assigned or forfeited,

without the prior written consent of the Lender.

8.2 The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture.

8.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so that the Lender may, either in its own name or in that of the Company:

8.3.1 grant a lease or leases (whether or not at a premium) of the whole or any part or parts of any Land owned by the Company, with such rights relating to other Land and containing such covenants on the part of the Company and generally on such terms and conditions as the Lender shall think fit (including the payment of money to a lessee or tenant on a surrender); and

8.3.2 accept a surrender of any lease on such terms as the Lender may think fit;

in either case, without any of the restrictions on such powers contained in the Law of Property Act 1925 Sections 99 and 100.

8.4 The rights powers and discretions given to the Lender in this Debenture:

8.4.1 may be exercised as often as, and in such manner as, the Lender thinks fit;

8.4.2 are cumulative, and are not exclusive of any of its rights under the general law;

8.4.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.

8.5 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

8.5.1 the validity or enforceability of any other provision, in any jurisdiction;
or

8.5.2 the validity or enforceability of that particular provision, in any other jurisdiction.

8.6 All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets, including (without limitation) all moneys expended by the Lender under clause 5.2 above, all sums recoverable under clause 12.3 above and all costs of all proceedings for the enforcement of this Debenture or for obtaining payment of any moneys hereby secured, shall be recoverable from the Company on demand as debts, and shall bear interest until payment at the rate or rates applicable to the account to which they are debited, or, if there is no such rate, at 3% over the base rate of Barclays Bank plc.

8.7 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it.

EXECUTED AND DELIVERED AS A DEED by the Company, and executed by the Lender, on the date which first appears in the Deed.

SCHEDULE 1

Property Charged by way of Legal Mortgage NONE

EXECUTED AS A DEED BY

S F ELECTRICAL AND ALARM SYSTEMS LIMITED

acting by a director in the presence of:-

Director

Witness signature A. L. Redding

Witness name A. L. REDDING

Address 70 THE MALTINGS

WEYMOUTH, DORSET

DT4 8SS

EXECUTED AS A DEED BY
WESSEX AERIALS LIMITED
acting by a director in the
presence of:-

Director..... *N. Marelli*

Witness signature..... *A.L. Reading*
Witness name..... A.L. READING
Address..... 70 THE MALTINGS
WEYMOUTH, DORSET
DT4 8SS