



**Registration of a Charge**

Company Name: **DARWIN & WALLACE PLC**

Company Number: **08071866**



Received for filing in Electronic Format on the: **10/01/2023**

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**Details of Charge**

Date of creation: **04/01/2023**

Charge code: **0807 1866 0011**

Persons entitled: **COUTTS & COMPANY**

Brief description: **BY WAY OF A LEGAL CHARGE ALL LEASEHOLD INTEREST, FIXTURES, FITTING ETC AND GOODWILL AT THE PROPERTY KNOWN AS NO.11 PIMLICO ROAD, PIMLICO ROAD, LONDON, SW1W 8NA AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER THE TITLE NUMBER BB12208.**

**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: **MOORE BARLOW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8071866

Charge code: 0807 1866 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2023 and created by DARWIN & WALLACE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2023 .

Given at Companies House, Cardiff on 11th January 2023

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 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 MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date:

4<sup>th</sup> January, 2023

## Definitions

**Mortgagor:** Darwin & Wallace PLC (Company No. 08071866) whose registered office is situate at 1a Duke Street Richmond Middlesex TW9 1HP

**Bank:** Coutts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS

**Interest:** Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

**Property:** Administrative Area: CITY OF WESTMINSTER

Description: No.11 Pimlico Road, Pimlico Road, London, SW1W 8NA

Tenure: Leasehold

Land Registry Title No(s): BB12208

**Charged Assets:** The assets charged by Clause 1.2

**Goodwill:** The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

**Mortgagor's Obligations:** All the Mortgagor'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) together with the Bank's charges and commission Interest and Expenses

**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Required Currency:** The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

## Charge

1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

1.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

1.2 By way of fixed charge:-

1.2.1 All the fixtures and fittings of the Mortgagor from time to time attached to the Property

- 1.2.2 All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1.2.3 All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business
- 1.3 By way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

#### **Repair Alteration and Insurance**

- 2.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Bank the insurance policy or where the Bank agrees a copy of it
- 2.2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations
- 2.3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

#### **Restrictions on Charging Leasing Disposing and Parting with possession**

- 3.1 The Mortgagor will not without the Bank's prior written consent:-
  - 3.1.1 Create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
  - 3.1.2 Grant or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
  - 3.1.3 Dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3.2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 3.3 The Mortgagor applies and agrees that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the Charges Register

#### **Powers of the Bank**

- 4.1 The Bank may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 4.2 Section 103 of the Law of Property Act 1925 shall not apply and the Bank 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
- 4.3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration

- 4.4 All or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment
- 4.5 The Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank
- 4.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 4.7 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor)
- 4.8 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time
- 4.9 The Bank may exchange or convert to the Required Currency any currency held or received

#### **Receivers**

- 5.1 Any Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
- 5.1.1 To take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
- 5.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 5.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 5.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 5.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 5.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 5.1.7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 5.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 5.1.9 To borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers
- 5.1.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill

- 5.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor
- 5.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

#### **Power of Attorney**

- 6 The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Appropriation**

- 7.1 Subject to Clause 7.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides
- 7.2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

#### **Preservation of other Security and Rights and Further Assurance**

- 8.1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 8.2 The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

#### **Memorandum and Articles of Association**

- 9 If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

#### **Notices**

- 10.1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is
- 10.1.1 A company may be served personally on any of its directors or its secretary
- 10.1.2 A limited liability partnership may be served personally on any of its members
- 10.2 A notice or demand by the Bank by post shall be deemed served on the day after posting
- 10.3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

#### **Governing Law**

- 11 This deed shall be governed by and construed in accordance with English law

### Interpretation

- 12.1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns
- 12.2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 12.3 References to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 12.4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select
- 12.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

Executed as a deed by	)	_____
Darwin & Wallace PLC acting by a director	)	Director
and its secretary or two directors	)	_____
	)	Secretary/Director

Or

Executed as a deed by Darwin & Wallace PLC acting by a director in the presence of:

Signature of Director: \_\_\_\_\_

Witness' name in full JULIAN PARKES

Signature \_\_\_\_\_

Address MOORE BARLOW LLP  
2 The Green  
Richmond  
Surrey  
TW9 1PL

Occupation Solicitor

*5 LAND Co Com Direct*  
**Company Resolution re Legal Charge**

Extract from the Minutes of \*a Meeting of the Directors / an Extraordinary General Meeting of

Darwin & Wallace PLC (the "Company")

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business to create a Legal Charge in the form now produced (the "Legal Charge") to secure all the liabilities of the Company to Coutts & Company

It was resolved that the Legal Charge be executed as a deed by the Company and that it be duly registered in the books of the Company and with the Registrar of Companies."

I hereby certify that the foregoing is a true extract from the Minutes of \*a Meeting of the Directors / an Extraordinary General Meeting of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the 15 day of December 2022 and that a true copy of the Legal Charge has been retained by the Company.

Secretary



For Secretary's attention  
Please ensure that you delete (in both places marked "\*\*") reference to whichever of the Directors Meeting or General Meeting is not applicable-if any Director(s) is(are) interested in the underlying transaction resulting in that(those) Director(s) being unable to vote and a quorate Meeting of the Directors cannot otherwise be held an Extraordinary General Meeting is required.