



Registration of a Charge

Company Name: **CONCERTUS DESIGN AND PROPERTY CONSULTANTS LIMITED**

Company Number: **08366439**



XBWFKIZV

Received for filing in Electronic Format on the: **01/02/2023**

Details of Charge

Date of creation: **30/01/2023**

Charge code: **0836 6439 0002**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description:

Contains fixed charge(s).

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

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: **BARCLAYS SECURITY TRUSTEE LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8366439

Charge code: 0836 6439 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2023 and created by CONCERTUS DESIGN AND PROPERTY CONSULTANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2023 .

Given at Companies House, Cardiff on 2nd February 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**

Case Reference No. BC/LO/5-19872102745/8205934



Vertas Group Limited

(the ***Agent***)

The Acceding Chargors listed in Schedule 1

(the ***Acceding Chargors***)

Barclays Bank UK PLC

(***BBUK***)

Barclays Bank PLC

(***BBPLC***)

and

Barclays Security Trustee Limited

(the ***Security Trustee***)

ACCESSION DEED TO A DEBENTURE

AND CROSS GUARANTEE

30/01/2023

DATED _____

*[NOTE: PLEASE INSERT DATE OF
EXECUTION BY FINAL SIGNATORY IN
MANUSCRIPT]*

CONTENTS

| CLAUSE | PAGE |
|---|------|
| 1. DEFINITIONS AND INTERPRETATION | 1 |
| 2. ACCESSION OF ACCEDING CHARGOR..... | 2 |
| 3. AGREEMENT TO PAY..... | 2 |
| 4. CHARGES..... | 3 |
| 5. REPRESENTATIONS..... | 6 |
| 6. CONSENT OF EXISTING CHARGORS | 6 |
| 7. NEGATIVE PLEDGE | 6 |
| 8. IMPLIED COVENANTS OF TITLE | 7 |
| 9. OWNERSHIP..... | 7 |
| 10. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION | 8 |
| 11. CONTINUING SECURITY | 9 |
| 12. COUNTERPARTS..... | 9 |
| 13. GOVERNING LAW AND JURISDICTION | 9 |
| SCHEDULE 1 - THE ACCEDING CHARGORS | 11 |

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS ACCESSION DEED IS EXECUTED

This Accession Deed is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Accession Deed.

- This is an Accession Deed including fixed charges over the assets referred to in Clause 4(b) (*Fixed charges*), an assignment of the rights and assets referred to in Clause 4(c) (*Assignment*) and a floating charge over all of the other assets and undertaking of each Acceding Chargor in Clause 4(d) (*Floating charge*).
- The Security Trustee will hold this Accession Deed as security for all debts and other liabilities owed to one or more of the Secured Parties by each Acceding Chargor, including under the agreement to pay contained in Clause 3 (*Agreement to pay*). This includes all present and future loans or facilities any of the Secured Parties has granted or may in the future grant.
- Your liabilities under this Accession Deed will include any liabilities owed under any guarantee or indemnity which you have given to or may give to any of the Secured Parties in the future.
- If any of the debts or liabilities secured or guaranteed by this Accession Deed are not paid when due, the Security Trustee can appoint a receiver, or take possession of the property and any of the assets charged by this Accession Deed and sell them, and can appoint an administrator in relation to each Acceding Chargor.
- This Accession Deed is separate from and not limited by any other security or guarantee which you may have already given or may give to any one or more of the Secured Parties in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS ACCESSION DEED, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY

Barclays is a trading name of Barclays Bank PLC. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered No. 1026167. Registered office: 1 Churchill Place, London, E14 5HP.

Barclays Business is a trading name of Barclays Bank UK PLC. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered office: 1 Churchill Place, London E14 5HP.

Barclays Security Trustee Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 783115). Registered in England. Registered No. 10825314. Registered office: 1 Churchill Place, London E14 5HP.

ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES
HOUSE.

THIS ACCESSION DEED is made on the date specified on the front page of this Deed.

By:

- (1) **Vertas Group Limited** (incorporated in England and Wales with registered number 07728211) for itself and for the Chargors (the **Agent**);
- (2) The entities listed in Schedule 1 (*The Parties*) to this Accession Deed (each an **Acceding Chargor** and together the **Acceding Chargors**);
- (3) **Barclays Bank UK PLC** (Company Number 09740322) whose address for service is Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE (**BBUK**);
- (4) **Barclays Bank PLC** (Company Number 01026167) whose address for service is Lending Operations, PO Box 299, Birmingham, B1 3PF (**BBPLC**); and
- (5) **Barclays Security Trustee Limited** (Company Number 10825314) whose address for service is Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE (the **Security Trustee**).

Whereas

This Accession Deed is supplemental to a Debenture and Cross Guarantee dated 8 February 2019 between, inter alia, the Agent, the Chargors (as defined therein), BBUK, BBPLC and the Security Trustee (the **Debenture and Cross Guarantee**).

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Save to the extent otherwise defined in this Accession Deed, terms defined in the Debenture and Cross Guarantee have the same meaning when used in this Accession Deed.

(b) **Interpretation and other provisions**

- (i) Clauses 1.2 (*Interpretation*) and 31 (*Miscellaneous Provisions*) of the Debenture and Cross Guarantee are incorporated in this Accession Deed as if they were set out in full in this Accession Deed, but so that references in those Clauses to this Accession Deed shall be construed as references to this Accession Deed.
- (ii) All the provisions contained in the Debenture and Cross Guarantee in relation to the security created by it and all the powers and rights conferred on the Security Trustee and any Receiver in relation to the security created by the Debenture and Cross Guarantee shall extend and apply to the security created by this Accession Deed.
- (iii) The Debenture and Cross Guarantee and Accession Deed shall be read together and construed as one instrument.

2. **ACCESSION OF ACCEDING CHARGOR**

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture and Cross Guarantee with immediate effect and agrees to be bound by all of the terms of the Debenture and Cross Guarantee as if it had originally been a party to it.

3. **AGREEMENT TO PAY**

- (a) Each Acceding Chargor, as primary obligor and not merely as surety covenants with the Security Trustee that it will pay and discharge on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due or apply and in the manner provided for in the document under which liability for such Secured Obligations arises.
- (b) Each Acceding Chargor unconditionally and irrevocably and jointly and severally:
 - (i) guarantees to each Finance Party punctual performance of all of each other Chargor's payment obligations to each Finance Party;
 - (ii) undertakes to each Finance Party that whenever another Chargor does not pay any part of the Secured Obligations when due to the relevant Finance Party, it shall immediately on demand pay that amount (in whatever currency denominated) as if it was the principal obligor; and

- (iii) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify each Finance Party immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of another Chargor not paying any of part of the Secured Obligations which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by an Acceding Chargor under this indemnity (meaning for the avoidance of doubt, that an Acceding Chargor is required to fully reimburse the relevant Finance Party) will not exceed the amount it would have had to pay under this Accession Deed and/or the Debenture and Cross Guarantee if the amount claimed had been recoverable on the basis of a guarantee.
- (c) The covenants and obligations contained in this Clause 3 are given subject to, and with the benefit of, the provisions set out in Schedule 3 (*Waiver of Defences and Deferral of Rights*) of the Debenture and Cross Guarantee by each Acceding Chargor jointly and severally with each other Chargor.

4. **CHARGES**

(a) **General**

All security created by an Acceding Chargor under this Clause 4 is:

- (i) continuing security for the payment and discharge of the Secured Obligations;
- (ii) granted with full title guarantee;
- (iii) granted in respect of all the right, title and interest (if any), present and future of that Acceding Chargor in and to the relevant Security Asset; and
- (iv) granted in favour of the Security Trustee to hold on trust for and on behalf of the Secured Parties.

(b) **Fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (i) all Land in England and Wales now vested in it and not registered at the Land Registry;
- (ii) all Land in England and Wales now vested in it and registered at the Land Registry;

- (iii) all other Land which is now, or in the future becomes, its property;
- (iv) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (v) (to the extent not validly and effectively assigned pursuant to Clause 4(c)(i) below) all Rental Income and the benefit to that Acceding Chargor of all other rights and claims to which that Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (vi) all Securities;
- (vii) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 4(c)(vi) below, all monies payable under them);
- (viii) all of its present and future goodwill;
- (ix) all of its present and future uncalled capital;
- (x) all of its present and future Intellectual Property Rights;
- (xi) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;
- (xii) all trade debts now or in the future owing to it;
- (xiii) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);
- (xiv) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and
- (xv) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Security Trustee.

(c) Assignment

Each Acceding Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

- (i) the Rental Income and the benefit to that Acceding Chargor of all other rights and claims to which that Acceding Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of that Acceding Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;
- (ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by that Acceding Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to that Acceding Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;
- (iii) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to that Acceding Chargor under or in respect of any Property Agreement;
- (iv) each Assigned Account and each related Deposit;
- (v) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4(b), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and
- (vi) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4(c) shall constitute any Secured Party as a mortgagee in possession.

(d) **Floating charge**

- (i) Each Acceding Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.
- (ii) The floating charge created by each Acceding Chargor under Clause 4(d)(i) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Accession Deed.
- (iii) The floating charge created by each Acceding Chargor under Clause 4(d)(i) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed.

(e) **Attorney**

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Trustee (and any Receiver or Delegate appointed under this Accession Deed) to be its attorney in accordance with the provisions of Clause 17 (*Further Assurances*) of the Debenture and Cross Guarantee. Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 4(e).

5. **REPRESENTATIONS**

Each Acceding Chargor makes the representations set out in Clause 8 (*Representations*) of the Debenture and Cross Guarantee on the date of this Accession Deed.

6. **CONSENT OF EXISTING CHARGORS**

The Chargors, acting by the Agent, agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any security granted by any of them by or under the Debenture and Cross Guarantee.

7. **NEGATIVE PLEDGE**

- (a) No Acceding Chargor shall, without the prior written consent of the Security Trustee:
 - (i) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including

such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or

- (ii) subject to Clause 7(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

(b) Each Acceding Chargor undertakes to the Security Trustee that, save as expressly permitted by the Security Trustee in writing, it will not:

- (i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Accession Deed and the Debenture and Cross Guarantee); or
- (ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

8. IMPLIED COVENANTS OF TITLE

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to paragraphs (b) to (d) of Clause 4 (*Charges*) above. It shall be implied in respect of paragraphs (b) to (d) of Clause 4 (*Charges*) above that each Acceding Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9. OWNERSHIP

Each Acceding Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Accession Deed) and restrictions and onerous covenants.

10. DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION

- (a) Each Acceding Chargor shall, on the date of this Accession Deed deliver (or procure delivery of) to the Security Trustee, and the Security Trustee shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Accession Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.
- (b) Each Acceding Chargor shall, at any time as required by the Security Trustee, execute and deliver to the Security Trustee any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Security Trustee's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Security Trustee may require to achieve this.
- (c) Each Acceding Chargor shall, if requested by the Security Trustee, execute all such documents and do all acts that the Security Trustee may reasonably require to record the interest of the Security Trustee in any registers relating to any registered Intellectual Property Rights.
- (d) Each Acceding Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Acceding Chargor's consent as proprietor of the relevant registered estate):
 - (i) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the accession deed dated [] in favour of Barclays Security Trustee Limited (to hold on trust for and on behalf of the secured parties specified therein) as referred to in the charges register or their conveyancer"; and
 - (ii) to enter an obligation to make further advances on the relevant register of title.
- (e) Each Acceding Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Accession Deed does not contravene any of the

provisions of the memorandum or articles of association or other constitutive documents of that Acceding Chargor.

- (f) Each Acceding Chargor shall, if requested by the Security Trustee, execute and deliver to the provider of any Insurance Contracts such notices and other documents as the Security Trustee may reasonably require in relation to the assignment by way of security.
- (g) Each Acceding Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Security Trustee.

11. CONTINUING SECURITY

The security constituted by this Accession Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of (i) any intermediate payment or discharge in whole or in part; and (ii) any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

12. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

13. GOVERNING LAW AND JURISDICTION

Clause 32 (*Governing law and jurisdiction*) of the Debenture and Cross Guarantee shall be incorporated in this Accession Deed as if set out in full in this Accession Deed but so that references in that Clause to "this Deed" shall be construed as references to this Accession Deed.

You are strongly recommended to seek independent legal advice before signing.

This Accession Deed has been executed as a deed by each Acceding Chargor and the Agent and signed by each of Secured Parties and is delivered on the date stated at the beginning of this Accession Deed.

SCHEDULE 1 - THE ACCEDING CHARGORS

| Name of Acceding Chargor | Country of Jurisdiction | Registration Number | Registered Address |
|---|------------------------------------|--------------------------------|--|
| Suffolk Group Holdings Limited | England and Wales | 09570600 | Beacon House White House Road, Landmark Business Park, Ipswich, Suffolk, IP1 5PB |
| Concertus Suffolk Limited | England and Wales | 08811401 | 2 Friars Bridge Road, Ipswich, IP1 1RR |
| Opus People Solutions Group Limited | England and Wales | 09041980 | Floor 4, 2 Friars Bridge Road, Ipswich, IP1 1RR |
| Opus Teach Limited | England and Wales | 10894624 | Floor 4, 2 Friars Bridge Road, Ipswich, Suffolk, IP1 1RR |
| Opus People Solutions Limited | England and Wales | 10894663 | Floor 4, 2 Friars Bridge Road, Ipswich, IP1 1RR |
| Concertus Design And Property Consultants Limited | England and Wales | 08366439 | 2 Friars Bridge Road, Ipswich, IP1 1RR |

EXECUTION PAGES

For and on behalf of Barclays Bank UK PLC



Janice Fraser

Head Wholesale Lending Operations

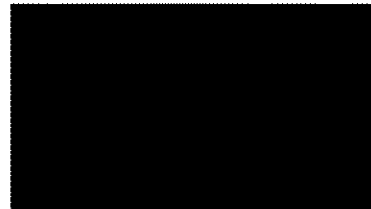
For and on behalf of Barclays Bank PLC



Janice Fraser

Head Wholesale Lending Operations

For and on behalf of Barclays Security
Trustee Limited



Janice Fraser

Head Wholesale Lending Operations

Acceding Chargors:

EXECUTED as a **DEED** by **Suffolk Group Holdings Limited** acting by two directors/a director and its secretary



Signature of Director

Jamie Alexander Smith

Name of Director (in BLOCK CAPITALS)




Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Concertus Suffolk Limited** acting by two directors/a director and its secretary



Signature of Director

Matthew James Self

Name of Director (in BLOCK CAPITALS)

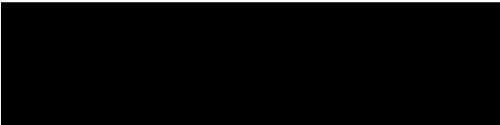


Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Opus People Solutions Group Limited** acting by two directors/a director and its secretary



Signature of Director

Bradley Sinclair

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Opus Teach Limited** acting by two directors/a director and its secretary



Signature of Director

Bradley Sinclair

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

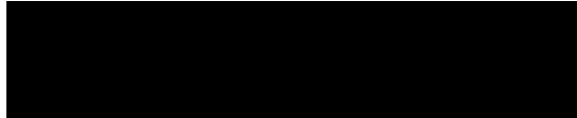
EXECUTED as a **DEED** by **Opus People Solutions Limited** acting by two directors/a director and its secretary



Signature of Director

Bradley Sinclair

Name of Director (in BLOCK CAPITALS)

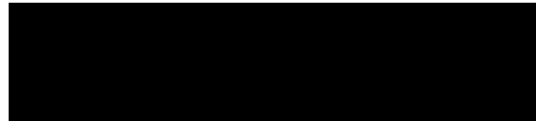


Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **Concertus Design And Property Consultants Limited** acting by two directors/a director and its secretary



Signature of Director

Matthew James Self

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Ian Surtees

Name of Director/Secretary (in BLOCK CAPITALS)

The Agent:

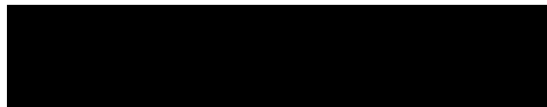
EXECUTED as a **DEED** by **Vertas Group Limited** acting by two directors/a director and its secretary



Signature of Director

Keith Paul Buet

Name of Director (in BLOCK CAPITALS)



Signature of Director/Secretary

Jamie Alexander Smith

Name of Director/Secretary (in BLOCK CAPITALS)