

# MR01

## Particulars of a charge

V87137/13



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

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record.

THURSDAY



A15 25/07/2013 #4  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<div>1</div>	For official use
Company number	0 8 4 0 7 8 7 6	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	W5 Dental Care Limited		
<b>2</b>	<b>Charge creation date</b>		
Charge creation date	2 2 0 7 2 0 1 3		
<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>		
	Please show the names of each of the persons, security agents or trustees entitled to the charge		
Name	The Royal Bank of Scotland plc		
Name			
Name			
Name			
If there are more than four names, please supply any four of these names then tick the statement below			
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge			

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

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**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement \***

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

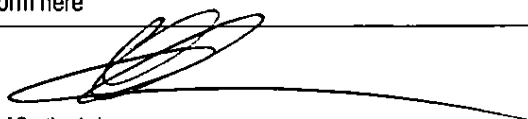
9

**Signature**

Please sign the form here

Signature

Signature



For The Royal Bank of Scotland plc  
Duty Authorised Official

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

# MR01

## Particulars of a charge

<b>✓ Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.
Contact name
Company name The Royal Bank of Scotland plc
Address
Post town
County/Region
Postcode
Country
DX DX 717830 Sheffield 30
Telephone
<b>✓ Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.
<b>✓ Checklist</b>
<b>We may return forms completed incorrectly or with information missing.</b>
<b>Please make sure you have remembered the following.</b>
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have included a certified copy of the instrument with this form
<input type="checkbox"/> You have entered the date on which the charge was created
<input type="checkbox"/> You have shown the names of the persons entitled to the charge
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/> You have given a description in Section 4, if appropriate
<input type="checkbox"/> You have signed the form
<input type="checkbox"/> You have enclosed the correct fee
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy

<b>! Important information</b>
<b>Please note that all information on this form will appear on the public record</b>
<b>£ How to pay</b>
<b>A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper</b>
Make cheques or postal orders payable to 'Companies House'
<b>&gt;&lt; Where to send</b>
<b>You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.</b>
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland.</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
<b>For companies registered in Northern Ireland.</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1
<b>i Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
<b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a></b>



**FILE COPY**

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

Company number: 8407876

Charge code: 0840 7876 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2013 and created by W5 DENTAL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013.

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Given at Companies House, Cardiff on 29th July 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING**

**Owner.** W5 Dental Care Limited **Registered No.** 08407876

**Bank:** The Royal Bank of Scotland plc

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with
  - 1 2 1 the **Property** charged by Clause 2. References to Property include any part of it
  - 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee gives to the Bank

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
  - 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land
  - 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
  - 2 1 3 all the goodwill of the Owner's business
  - 2 1 4 any uncalled capital
  - 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
- 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

**3. Restrictions**

The Owner will not, without the Bank's consent

- 3 1 permit or create any mortgage, standard security, charge or lien on the Property
- 3 2 dispose of the Property charged by Clause 2 1

- 3 3 dispose of the Property charged by Clause 2 2, other than in the ordinary course of business
- 3 4 call on, or accept payment of, any uncalled capital
- 3 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 3 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 3 7 dispose of, part with or share possession or occupation of any of its Land

#### **4. Property Undertakings**

The Owner will

- 4 1 permit the Bank at any time to inspect the Property
- 4 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense
- 4 3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 4 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property
- 4 5 keep the Property in good condition
- 4 6 not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations
- 4 7 pay all the money the Owner receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account

#### **5. Conversion of Floating Charge to Fixed Charge**

- 5 1 The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Bank's consent
- 5 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed

#### **6. Investigating Accountants**

The Bank may require the Owner to appoint a firm of accountants to review its financial affairs, if

- 6 1 any of the Owner's Obligations are not paid when due
- 6 2 the Bank considers that the Owner has breached any other obligation to the Bank
- 6 3 the Bank considers any information provided by the Owner to be materially inaccurate

Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Owner (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Owner will repay the Bank on demand.

## **7. Possession and Exercise of Powers**

- 7 1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Bank takes possession
- 7 2 The Bank may take possession and enforce this deed without further delay if
  - 7 2 1 the Bank demands payment of any of the Owner's Obligations
  - 7 2 2 the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made
  - 7 2 3 a meeting is called or a petition is presented for liquidation of the Owner
  - 7 2 4 any security is enforced in respect of any assets of the Owner
- 7 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made
- 7 4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

## **8. Appointment of Receiver or Administrator**

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

## **9. Powers of the Bank and Receivers**

- 9 1 The Bank or any receiver may
  - 9 1 1 carry on the Owner's business
  - 9 1 2 enter, take possession of, and/or generally manage the Property
  - 9 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land
  - 9 1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Bank or a receiver under this power
  - 9 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land
  - 9 1 6 complete any transactions by executing any deeds or documents in the name of the Owner
  - 9 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise
  - 9 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
  - 9 1 9 call up any uncalled capital with all the powers conferred by the Owner's articles of association
  - 9 1 10 employ advisers, consultants, managers, agents, workmen and others
  - 9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
  - 9 1 12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

- 9 3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law
- 9 5 The Bank may exercise any of its powers even if a receiver has been appointed
- 9 6 The Bank may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Bank will only exercise those rights as instructed by the Owner
- 9 7 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 9 8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals

#### **10. Application of Payments**

- 10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides
- 10 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

#### **11. Preservation of Other Security and Rights and Further Assurance**

- 11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights
- 11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

#### **12. Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

#### **13. Consents, Notices and Demands**

- 13 1 All consents, notices and demands must be in writing
- 13 2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank
- 13 3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday
- 13 4 A notice from the Owner to the Bank will be effective on receipt

**14. Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

**15. Law**

15.1 English law applies to this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by  
the Owner

) \_\_\_\_\_  
) Director  
) \_\_\_\_\_  
) X Director/Secretary

Where only one Director signs, a witness is required.

Signed by the Director in the presence of

Witness' signature

\_\_\_\_\_

Witness' name in full

\_\_\_\_\_

Address

\_\_\_\_\_

Occupation

\_\_\_\_\_

Date

22 10 71 3

You must date  
the document

Signed for the Bank

\_\_\_\_\_