



Registration of a Charge

Company name: **HARDWICK HOUSE SCHOOL LIMITED**

Company number: **08821281**



X88JXKSA

Received for Electronic Filing: **28/06/2019**

Details of Charge

Date of creation: **24/06/2019**

Charge code: **0882 1281 0001**

Persons entitled: **BARCLAYS BANK PLC (SECURITY AGENT)**

Brief description: **N/A**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8821281

Charge code: 0882 1281 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2019 and created by HARDWICK HOUSE SCHOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2019 .

Given at Companies House, Cardiff on 1st July 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

Security Deed of Accession

This Deed is made on 24 June

2019

Between

- (1) Burlington Education Finance Limited (registered in England with number 12038580) for itself and for the Chargors (**Parent**);
- (2) The companies listed in schedule 1 (Acceding Chargors) (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) Barclays Bank PLC as security trustee for the Finance Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 24 June 2019 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoint the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third Party Rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

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

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by an Acceding Chargor under paragraphs 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of that Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security trustee for the Finance Parties.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties described opposite its name in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) Each Acceding Chargor assigns:
 - (i) the agreements described opposite its name in schedule 4 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements to which it is a party, and the Relevant Policies.
- (c) Notwithstanding the other terms of this paragraph 2.5, prior to the occurrence of a Default which is continuing, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement to which it is a party.

2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under paragraph 2.4) and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares held by the relevant Acceding Chargor together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) the Insurances Policies and any other insurance policies from time to time and all proceeds of them;
- (h) all book and other debts due to the relevant Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them);
- (i) all monies from time to time standing to the credit of each Blocked Account held by the relevant Acceding Chargor;
- (j) all monies from time to time standing to the credit of each account held by the relevant Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (k) all its Intellectual Property;
- (l) all its goodwill and uncalled capital;
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (n) its rights under any hedging agreement or hedging arrangements;
- (o) to the extent that any assignment in paragraph 2.5 is ineffective as an assignment the assets referred to in that paragraph.

2.7 Floating charge

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under paragraphs 2.3, 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this 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.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Acceding Chargor is obliged to take under this Deed or the Debenture. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this paragraph 4. The power of attorney under this clause shall only be exerciseable following the occurrence of an Event of Default which is continuing.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 of the Debenture are as follows:

Address: Fifth Floor South, 14-16 Waterloo Place, London, England, SW1Y 4AR

Attention: Jon Pickles

6 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

7 Governing law and jurisdiction

Clauses 30 and 31 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Acceding Chargors

Name	Company number
Cavendish Education Limited	08439186
Cavendish Education and Training Limited	05913772
Trinity Extra Limited	06623517
Trinity School Rochester Limited	04547463
Hardwick House School Limited	08821281
Cavendish Learning Limited	06444280
Cavendish Learning (London) Ltd	09622592
Devonshire Schools Ltd	09127321
Cavendish Bredon Ltd	06633659
Cavendish TIS Ltd	09347754
The Moat School Ltd	10839082
Abingdon House School Ltd	10239789
Bredon School Ltd	04399845
Bredon School Enterprises 2002 Limited	04420100
TIS-London Ltd	08793930

Schedule 2

Properties

No.	Owner	Address of Property	Title Number(s)
1	Cavendish Education Limited	(a) the freehold property known as Gretton School, Littleton House, Manor Farm Road, Girton CB3 0QL	CB332939
		(b) the leasehold property known as land to the east side of Littleton House School, Manor Farm Road, Girton, Cambridge CB3 0QL	CB338718
2	Cavendish Education Limited	The freehold property known as 10-13 New Road, Rochester, Kent ME1 1BG	K776517, K954646, K648158, K683469 and K947171
3	Cavendish Education Limited	the freehold property known as The Roffen Club, 41 New Road (together with adjoining and land at the back of 41 New Road), Rochester ME1 1DX	K412962, K521442 and TT75402
4	Cavendish Education Limited	the freehold property known as the Holmewood School comprising (a) Holmewood, 88 Woodside Park Road, London N12 8SH, (b) land and buildings on the west side of Woodside Park Road, Finchley and (c) land of the north west side of Woodside Park Road, London	MX157229, MX281361 and NGL606043

Schedule 3

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Cavendish Education Limited	Cavendish Education and Training Limited (registered number 05913772)	9,801 ordinary shares of £0.10 each
Cavendish Education Limited	Devonshire Schools Ltd (registered number 09127321)	1 ordinary share of £1
Devonshire Schools Ltd	Cavendish Bredon Ltd (registered number 06633659)	549,001 ordinary shares of £1 each
Devonshire Schools Ltd	Cavendish TIS Ltd (registered number 09347754)	8 A ordinary shares of £1 each 2 B ordinary shares of £1 each
Devonshire Schools Ltd	The Moat School Ltd (registered number 10839082)	1 ordinary share of £1
Devonshire Schools Ltd	Abingdon House School Ltd (registered number 10239789)	1 ordinary share of £1
Cavendish Bredon Ltd	Bredon School Ltd (registered number 04399845)	100 ordinary shares of £1 each
Cavendish Bredon Ltd	Bredon School Enterprises 2002 Limited (registered number 04420100)	100 ordinary shares of £1 each
Cavendish TIS Ltd	TIS-London Ltd (registered number 08793930)	100 ordinary shares of £1 each
Cavendish Education and Training Limited	Trinity Extra Limited (registered number 06623517)	2 ordinary shares of £1 each
Cavendish Education and Training Limited	Trinity School Rochester Ltd (registered number 04547463)	10,000 ordinary shares of £0.01 each
Cavendish Education and Training Limited	Cavendish Learning Limited (registered number 06444280)	100 ordinary shares of £1 each
Cavendish Education and Training Limited	Cavendish Learning (London) Ltd (registered number 09622592)	1 ordinary share of £1
Cavendish Education and Training Limited	Hardwick House School Limited (registered number 08821281)	66 ordinary shares of £1 each

Schedule 4**Relevant Agreements**

Date	Parties	Description
On or around the date hereof	Mark Edwards Cecilia Mitchell Cavendish Education and Training Limited	Share sale and purchase agreement of the entire issued share capital of Hardwick House School Limited

SIGNATURES TO THE SECURITY DEED OF ACCESSION


Parent

Executed as a deed by
Burlington Education Finance Limited
acting by a director in the presence of

) 
) 
) Director 


Signature of witness

Name BETH JENKINS

Address 

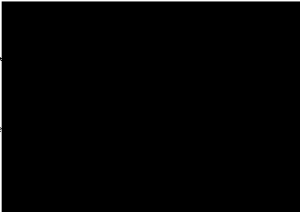
Acceding Chargers

Executed as a deed by
Cavendish Education Limited
acting by a director in the presence of

) 
) 
) Director


Signature of witness

Name BETH JENKINS

Address 

Executed as a deed by TEL: 08700 868800
Cavendish Education and Training Limited
acting by a director in the presence of

) 
) 
) Director 


Signature of witness

Name BETH JENKINS

Address 

Executed as a deed by
Trinity Extra Limited
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BEN JENKINS

Address 

Executed as a deed by
Trinity School Rochester Limited
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BEN JENKINS

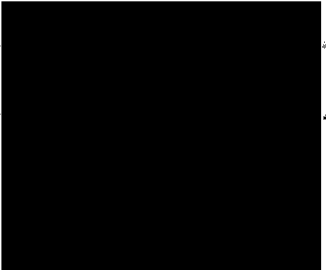
Address 

Executed as a deed by
Cavendish Learning Limited
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BEN JENKINS

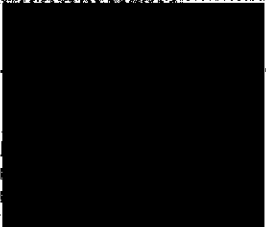
Address 

Executed as a deed by
Cavendish Learning (London) Ltd
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BETH JENKINS

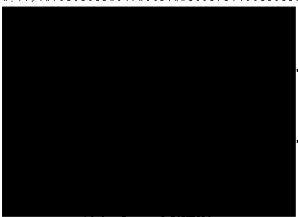
Address 

Executed as a deed by
Devonshire Schools Ltd
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BETH JENKINS

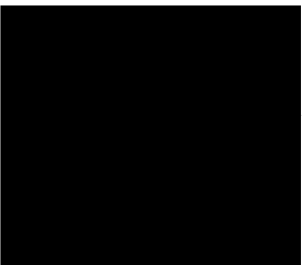
Address 

Executed as a deed by
Cavendish Bredon Ltd
acting by a director in the presence of

) 
)
) Director 


Signature of witness

Name BETH JENKINS

Address 

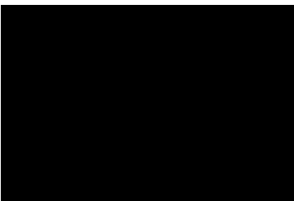
Executed as a deed by
Cavendish TIS Ltd
acting by a director in the presence of

) 
) 
) Director ✓


.....
Signature of witness

Name BETH JENKINS

Address
.....
.....



Executed as a deed by
(The Moat School Plaza)
T.E. 08700 868800
The Moat School Ltd
acting by a director in the presence of

) 
) 
) Director O


.....
Signature of witness

Name BETH JENKINS

Address
.....
.....



Executed as a deed by
(The Moat School Plaza)
T.E. 08700 868800
Abingdon House School Ltd
acting by a director in the presence of

) 
) 
) Director ✓


.....
Signature of witness

Name BETH JENKINS

Address
.....
.....



Executed as a deed by
Bredon School Ltd
acting by a director in the presence of

) [Redacted]
) [Redacted]
) Director [Redacted]

[Redacted]
Signature of witness

Name BETH JENKINS

Address [Redacted]

Executed as a deed by
Bredon School Enterprises 2002 Limited
acting by a director in the presence of

) [Redacted]
) [Redacted]
) Director [Redacted]

[Redacted]
Signature of witness

Name BETH JENKINS

Address [Redacted]

Executed as a deed by
TIS-London Ltd
acting by a director in the presence of

) [Redacted]
) [Redacted]
) Director [Redacted]

[Redacted]
Signature of witness

Name BETH JENKINS

Address [Redacted]

Executed as a deed by
Hardwick House School Limited
acting by a director in the presence of

)
)
) Director



Signature of witness

Name BEN JENNIS

Address ...



Security Agent

Executed as a deed by
as duly authorised attorney
for and on behalf of **Barclays Bank PLC**
in the presence of

)
)
)
)

Signature of witness

Name

Address

Executed as a deed by
Hardwick House School Limited
acting by a director in the presence of

)
)
)

.....
Director

.....
Signature of witness

Name

Address

Security Agent

Executed as a deed by *YASMIN*
NABI as duly authorised attorney
for and on behalf of **Barclays Bank PLC**
in the presence of

)
)
)
)

.....
Signature of witness

Name

ADELA MOTYCKOVA

Address