



**Registration of a Charge**

Company name: **OXFORD COWLEY VETS4PETS LIMITED**

Company number: **09199106**

Received for Electronic Filing: **20/03/2015**



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**Details of Charge**

Date of creation: **16/03/2015**

Charge code: **0919 9106 0001**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**JANE WHEELHOUSE**



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

Company number: 9199106

Charge code: 0919 9106 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2015 and created by OXFORD COWLEY VETS4PETS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2015 .

Given at Companies House, Cardiff on 23rd March 2015

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

## Debenture Company (0910)

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING****Owner:** Oxford Cowley Vets4Pets Limited**Registered No:** 09199106**Bank:** The Royal Bank of Scotland plc

**Facility Agreement:** The facility agreement entered into between the Bank and Companion Care (Services) Limited dated 26th September 2014 as may be as amended, novated, supplemented, extended or restated.

**1 Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations (save for those stated in clause 1.2 which shall be payable within three Business Days (as defined in the Facility Agreement) of demand). 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 under the Facility Agreement, 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 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 but excluding from this charge created by this clause 2 (Charge) and any further assurance provisions set out in clause 10 (Preservation) until the relevant consent is obtained, any leasehold property which has a rack rent payable in respect of a term of 25 years or less to run where the terms of such lease preclude the creation of a charge over its interest in such property or require the consent of any third party. 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 and all income and rights relating to those stocks, shares and securities.
  - 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.
  - 2.1.8 all present and future book and other debts, and monetary claims due or owing to the Owner, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Owner in relation to any of them.

- 2.1.9 all present and future bank accounts, cash at bank and credit balances of the Owner (excluding any cash at bank and credit balances deposited in the Ringfenced Account (as defined in the Facility Agreement) and those arising on fluctuating accounts but including any pooled account except for the Ringfenced Account) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest) (the "**Bank Accounts**").

Notwithstanding the terms of the above paragraph, the Owner can, subject to the terms of the Facility Agreement and prior to the occurrence of an Event of Default (as defined in the Facility Agreement), deal with the Bank Accounts and amounts standing to the credit of the Bank Accounts in its sole discretion.

- 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 (and other than, whilst the Facility Agreement is subsisting, as permitted under the Facility Agreement):

- 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 (and other than, whilst the Facility Agreement is subsisting, as set out in the Facility Agreement):

- 4.1 permit the Bank to inspect the Property upon reasonable notice being given.
- 4.2 keep all Property of an insurable nature (other than any Property so insured by a landlord pursuant to the terms of an applicable lease) insured against those risks and to the extent as is usual for companies carrying on the same or substantially similar business. In default, the Bank may arrange insurance at the Owner's expense.
- 4.3 keep the Property in good condition (except for any leasehold Property which has rack rent payable which is to be kept in the condition required by the applicable lease).
- 4.4 not, without the Bank's consent (not to be unreasonably withheld), carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.

### **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 if:
- 5.1.1 an Event of Default (as defined in the Facility Agreement) has occurred which would entitle the Bank to accelerate against the Owner pursuant to Clause 21.20 of the Facility Agreement or the security created under this deed has otherwise become enforceable;

- 5.1.2 the Bank reasonably considers that the Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 5.1.3 the Bank considers that it is necessary in order to protect the priority of the security created under this deed.

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 Possession and Exercise of Powers**

- 6.1 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.
- 6.2 The Bank may take possession and enforce this deed without further delay if:
  - 6.2.1 the Bank demands payment of any of the Owner's Obligations.
  - 6.2.2 the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made.
  - 6.2.3 a meeting is called or a petition is presented for liquidation of the Owner.
  - 6.2.4 any security is enforced in respect of any assets of the Owner.
- 6.3 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.
- 6.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

## **7 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.

## **8 Powers of the Bank and Receivers**

- 8.1 The Bank or any receiver may:
  - 8.1.1 carry on the Owner's business.
  - 8.1.2 enter, take possession of, and/or generally manage the Property.
  - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
  - 8.1.4 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.
  - 8.1.5 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.
  - 8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.
  - 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
  - 8.1.8 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.

- 8.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association.
- 8.1.10 employ advisers, consultants, managers, agents, workmen and others.
- 8.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 8.1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 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.
- 8.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 8.6 The Bank may following an Event of Default (as defined in the Facility Agreement) 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.
- 8.7 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 following an Event of Default (as defined in the Facility Agreement). 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 Application of Payments**

- 9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.
- 9.2 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.

## **10 Preservation of Other Security and Rights and Further Assurance**

- 10.1 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.
- 10.2 On request, the Owner will execute any deed or document, or take any other action reasonably required by the Bank, to perfect or enhance the Bank's security under this deed.

## **11 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.

## **12 Notices**

The provisions of Clause 27 (Notices) of the Facility Agreement shall apply mutatis mutandis to this Deed.

## **13 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.

#### 14 Conflicting Provisions

If the provisions of this deed at any time conflict or are inconsistent with any provisions of the Facility Agreement, the Facility Agreement shall prevail and, where such conflict exists, compliance by the Owner with the terms of the Facility Agreement shall be deemed to be compliance with the conflicting or inconsistent terms in this deed.

#### 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

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

[Redacted]  
[Redacted]  
ATANDA STEWART  
[Redacted]  
[Redacted]

Date

1 6 0 3 1 5

You must date  
the document

Signed for the Bank

[Redacted Signature]