



Registration of a Charge

Company name: **VULCAN TOPCO LIMITED**

Company number: **10049873**

Received for Electronic Filing: **13/12/2016**



Details of Charge

Date of creation: **12/12/2016**

Charge code: **1004 9873 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

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: **DMH STALLARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10049873

Charge code: 1004 9873 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2016 and created by VULCAN TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2016 .

Given at Companies House, Cardiff on 14th December 2016

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

It is hereby certified that this
is a true redacted copy of the
original document

DMH Stallard LLP
Gainsborough House
Pegler Way
Crawley

RH11 7FZ

DATED

12 December

2016

DMH Stallard LLP

VULCAN TOPCO LIMITED

to

SANTANDER UK plc

MORTGAGE OF LIFE POLICIES

To secure own liabilities

THIS MORTGAGE is made by way of deed on the 12th day of December 2016

BETWEEN:

- (1) **VULCAN TOPCO LIMITED** registered in England and Wales with company number: 10049873 whose registered address is 2 Mountview Court, 310 Friern Barnet Lane, Whetstone, London N20 0YZ (hereinafter called "the Mortgagor"); and
- (2) **SANTANDER UK plc** whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside L30 4GB (hereinafter called "the Bank" which expression shall include its successors in title and assigns).

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Mortgage:

1.1.1 "Event of Default" means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents.

1.1.2 "Secured Liabilities" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Mortgagor to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Mortgagor's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Bank and including those arising from the Bank perfecting or enforcing (or attempting to

enforce) this Mortgage or any other security (and its rights thereunder) held by the Bank from time to time.

1.1.3 "Finance Documents" means the documents governing the terms of the Secured Liabilities.

1.2 Interpretation

1.2.1 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa.

1.2.2 If the Mortgagor consists of more than one person the expression "the Mortgagor" shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several.

1.2.3 Clause headings are inserted for convenience only and shall not affect the interpretation of this Mortgage.

1.2.4 References to any statute include any statutory modification or re-enactment thereof for the time being in force and any rule, directive, subordinate legislation or order made under it.

2. ASSIGNMENT

- (a) THE Mortgagor with full title guarantee hereby assigns to the Bank ALL THAT the policies of assurance described in the Schedule hereto (hereinafter together called "the Scheduled Policy") and all monies (including bonuses and additions) benefits and advantages that may become payable from time to time thereunder or under any substituted policy or policies or any new policy or policies effected under clause 4.4 hereof and the benefit of all options and rights devolving upon the Mortgagor arising from any such policy or policies (which policy or policies together with the Scheduled Policy are hereinafter called "the Policies") and all the right, title and interest whatsoever of the Mortgagor therein TO HOLD unto the Bank absolutely by way of continuing security to the Bank (subject only to the proviso for redemption contained in

clause 3 below) for the payment or discharge by the Mortgagor on demand to the Bank of the Secured Liabilities.

- (b) Until the Bank serves a notice on the Mortgagor advising that an Event of Default has occurred, the Mortgagor shall be entitled to exercise all its rights in the Policies, subject to the other provisions of this deed.

3. **REDEMPTION**

If the Secured Liabilities shall be duly and irrevocably paid or discharged in full and the Bank shall have no further obligations to lend, the Bank at any time subsequently at the request and cost of the Mortgagor will reassign the Policies to the Mortgagor or otherwise discharge the security created by this Mortgage.

4. **MORTGAGOR'S COVENANTS**

The Mortgagor hereby covenants with the Bank and it is agreed and declared as follows:

- 4.1 that the Mortgagor has made full disclosure of all relevant facts in respect of the application for the Policies and for their confirmation and that the Policies are valid and subsisting;
- 4.2 that the Mortgagor will punctually pay all premiums and monies necessary for keeping on foot the Policies and upon demand will deliver to the Bank the receipts for all such premiums and monies;
- 4.3 that the Scheduled Policy is valid and subsisting and that the Mortgagor will not do any act or commit any default whereby the Policies or any of them may become void or voidable or an increased premium thereon becomes payable or whereby the Bank may be hindered from receiving any money thereby assured;
- 4.4 that in case any of the Policies shall by any means become void or voidable the Mortgagor shall forthwith at its own cost do all such things as may be necessary if any of the Policies shall become voidable for restoring the same or if any of the Policies shall become void for effecting or for enabling the Bank to effect a new policy or new policies on the life of or lives assured under the void policy for the sum or sums which would have been payable

under the void policy (whether the sum assured or the surrender value) in an insurance company approved by the Bank; and

- 4.5 that the Mortgagor will not so long as this security remains in full force and effect take any mortgage, pledge charge or other security in respect of its liability under this Mortgage without the prior written consent of the Bank.

5. **DEFAULT PROVISIONS**

In case of default by the Mortgagor in the performance of any of its covenants and obligations in relation to any of the Policies, it shall be lawful for but not obligatory upon the Bank to do whatever may be necessary to make good such default and any expenses and costs incurred by the Bank in that behalf shall be deemed to be properly paid and/or discharged by the Bank.

6. **POWERS OF THE BANK**

Section 103 of the Law of Property Act 1925 shall not apply to this security and at any time after the execution of this security the Bank may at its discretion without the consent or concurrence of the Mortgagor (but after giving not less than 28 days prior written notice) surrender any of the Policies to the company or society liable thereon or exchange any of the Policies for a paid-up policy or exercise the statutory power of sale PROVIDED THAT the Bank shall not exercise any such powers until payment or discharge of the Secured Liabilities has been demanded but this proviso shall not affect any person dealing with the Bank or put him upon inquiry whether such demand has been made.

7. **RECEIPTS**

The receipt of any officer or employee of the Bank authorised to act in that behalf for any monies which may be or become payable or for any policy which may be or become deliverable for or in respect of or in exchange for any of the Policies (whether on a sale or surrender or otherwise) shall be a valid discharge to the person paying or delivering the same therefrom and such person shall not be concerned to see to the application or be answerable for the misapplication thereof and such person shall not be bound or concerned to see or enquire whether at the time of such payment or delivery any monies remain owing upon this security.

8. **CONSOLIDATION**

The restriction contained in section 93 of the Law of Property Act 1925 on the right of consolidating mortgage securities shall not apply to this security and nothing contained in this security shall operate so as to merge or prejudice or affect any

guarantee, mortgage or other security which for the time being the Bank may have for any money due by the Mortgagor to the Bank or any right or remedy of the Bank under such guarantee, mortgage or other security.

9. **BANK'S POWER TO OPEN NEW ACCOUNT**

If the Mortgagor shall create in respect of any of the Policies any subsequent mortgage, lien or charge of which the Bank receives notice (actual or constructive), the Bank may on receiving such notice forthwith open a new account or accounts with the Mortgagor and if the Bank does not in fact open such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was affected by such notice and as from that time all payments made by the Mortgagor to the Bank by or for the account of the Mortgagor shall be credited or be treated as having been credited to the new account or accounts and such payments shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received or was affected by the notice.

10. **CHANGE IN CONSTITUTION OF MORTGAGOR**

If the Mortgagor is a partnership or a firm or a company or the Mortgagor's liability secured under this Mortgage shall be a joint liability with any other person, firm or company, this security shall remain in full force and effect notwithstanding any change in the constitution or membership of such partnership, firm, company or person.

11. **CHANGE IN CONSTITUTION OF THE BANK**

The provisions of this Mortgage shall remain valid and binding for all purposes upon the Mortgagor notwithstanding (a) any amalgamation or merger that may be effected by the Bank with any other company or companies (b) any reconstruction or reorganisation by the Bank involving the formation and transfer of the whole or any of its undertaking and assets to a new company and (c) the sale or transfer of all or any part of the Bank's undertaking and assets to another company (such company, new company or other company being referred to as a "Relevant Company") and whether or not the Relevant Company shall differ from the Bank in its objects, character or constitution and all rights conferred upon the Bank hereunder may be assigned to and enforced by the Relevant Company and proceeded on in the same

manner to all intents and purposes as if such Relevant Company had been named in this Mortgage instead of or in addition to the Bank.

12. **COSTS**

All costs, charges and expenses incurred hereunder by the Bank and all other monies paid by the Bank in perfecting or otherwise in connection with this security (whether or not occasioned by any act, neglect or default of the Mortgagor) will be payable on demand on the basis of a full indemnity and will carry interest (both before and after judgement and the right to such interest shall not merge in any judgement) calculated and compounded on the full amount owing up to the date of payment according to the usual manner of the Bank.

13. **CERTIFICATES AND DETERMINATION**

Any certification or determination by the Bank as to the amount of the Secured Liabilities or any rate or other amount is, in the absence of manifest error, conclusive evidence of the matter to which it relates and shall be binding on the Mortgagor.

14. **BANK'S RIGHTS, ETC. CUMULATIVE, WAIVERS AND INDULGENCE**

- 14.1 No delay or omission on the part of the Bank in exercising any right, power, privilege or remedy under this Mortgage shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy.
- 14.2 The Bank's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as the Bank deems expedient.
- 14.3 Any waiver by the Bank of any terms of this Mortgage or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 14.4 The Bank may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Liabilities or any other security or guarantee for the Secured Liabilities without derogating from the Mortgagor's liabilities or the Bank's rights under this Mortgage.

15. **SEVERABILITY**

If a provision of this Mortgage is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Mortgage.

16. **ASSIGNMENT**

The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Mortgage and the Bank shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

17. **GOVERNING LAW AND JURISDICTION**

This Mortgage shall be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English courts.


18. **DEMANDS**

18.1 Any notice, demand or other communication under or in connection with this Mortgage shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or facsimile transmission (where given by the Bank) to the address of the Mortgagor last known to the Bank or as notified by the Mortgagor to the Bank in writing for such purpose and (where given by the Mortgagor) to the address of the Bank which appears on page 2 of this Mortgage or to such address as the Bank may notify in writing for such purpose to the Mortgagor.

18.2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission and received by the other party but provided that it is legible and complete).

19. **REGULATED CONSUMER CREDIT AGREEMENTS**

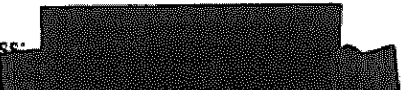
This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Mortgagor and the Bank.

<u>SCHEDULE</u>	
Insurers with whom the Policy is effected :	Aegon Scottish Equitable plc
Life/Lives :	Jason Alexander Gordon Heynes John Moulton Paolo Peretti
Number(s) of Policy	: L0191275293, L0195485293 and L0194208293
Sums assured, Add "with profits" if applicable	


IN WITNESS whereof this Mortgage has been duly executed and unconditionally delivered as a deed by the Mortgagor on the date first above written and has been signed on behalf of the Bank on that date.

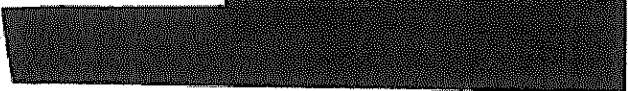
EXECUTED AND DELIVERED AS A DEED)
By VULCAN TOPCO LIMITED)
acting by a director in the presence of:)


.....
Director

Signature of witness: 

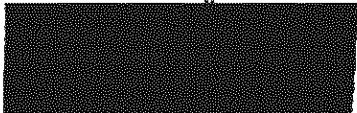

Company Number : 10049873

Name of witness: 

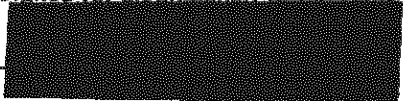
Address of witness


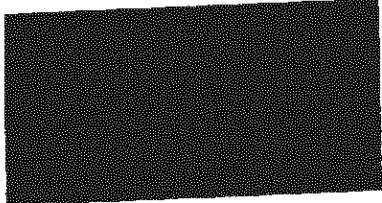
Board Approval

I hereby certify that the execution of this Mortgage was approved by a resolution of the
Board of Directors of the Mortgagor properly passed on (date)

Signed	 (Secretary / Director)
Signed	 (Secretary / Director)

Signed for an on behalf of the Bank by

 —

..... 

A person authorised to act of that purpose

RE-ASSIGNMENT OF POLICIES

Santander UK plc hereby re-assigns to the Mortgagor all policies assigned by the within written deed, freed and discharged from all obligations thereunder.

In witness whereof the signatures of two authorised officials are appended by authority of the Board of Directors.

Dated this day of 20

.....
AUTHORISED OFFICIAL Name
 Status

..... Name

AUTHORISED OFFICIAL

..... Status

By authority of the Board of Directors

This document should be retained with the Scheduled Policy. It forms part of the title to the Scheduled Policy and will be required in the event of future dealings with the Scheduled Policy and when the Scheduled Policy is the subject of a claim or matures.