



Registration of a Charge

Company name: **BISHOP GARDENS LIMITED**

Company number: **10217499**



X9X6YDMX

Received for Electronic Filing: **29/01/2021**

Details of Charge

Date of creation: **11/01/2021**

Charge code: **1021 7499 0003**

Persons entitled: **BARCLAYS BANK 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: **JOANNE KILLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10217499

Charge code: 1021 7499 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2021 and created by BISHOP GARDENS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2021 .

Given at Companies House, Cardiff on 1st February 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



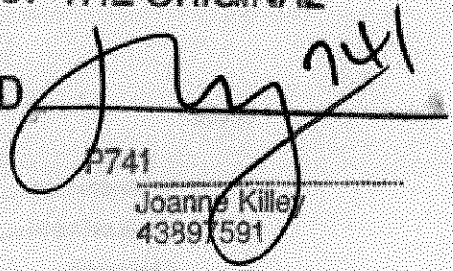
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED


P741
Joanne Kiley
43897591

R. Kervin
Ryankervin

BARCLAYS BANK PLC
BARCLAYS HOUSE
VICTORIA STREET
DOUGLAS, JOM
IV99 1AJ

Bishop Gardens Limited
(the *Client*)

BARCLAYS BANK PLC
(the *Bank*)

CHARGE OVER ACCOUNT WITH
BARCLAYS BANK PLC

(FIRST PARTY)

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THIS CHARGE is made on 11th January 20 21

BETWEEN

Bishop Gardens Limited (incorporated in UK with registered number 10217499) of 3 Westbourne Terrace, London, United Kingdom, W2 3UL (the *Client*)

Barclays Bank PLC (Company Number 01026167) of 1 Churchill Place, London E14 5HP (the *Bank*)

In consideration of the Bank giving or continuing to give time, credit and/or banking facilities and accommodation to the Client, the Client with full title guarantee enters into this Charge.

IT IS AGREED as follows

L. INTERPRETATION

Definitions

1.1 In this Charge, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Account means the accounts listed in Appendix A into which the Deposit is credited (and any replacement account or subdivision of those accounts);

Deposit means all sums deposited or to be deposited in the Account, all other sums from time to time standing to the credit of the Account in any currency and all sums deposited or to be deposited pursuant to any Deposit Contract, together with all interest accrued thereon, wherever credited;

Deposit Contract means the contracts entered into by the Client listed in Appendix B (and any replacement contract or part of those contracts);

Secured Amounts means all amounts which are or may become payable in respect of principal, interest or otherwise howsoever by the Client including under this Charge and all liabilities, present or future, actual or contingent, incurred solely or jointly and whether as principal or surety to the Bank together with interest, discount, commission and all other charges, costs and expenses and references to the Secured Amounts include references to any of them;

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing.

Construction

1.2 In this Charge, except where the context otherwise requires:

- (a) references to the Bank and to the Client include references to their respective successors in title and assigns;
- (b) references to any deed, instrument, certificate, agreement or contract (including this Charge) or a provision of any of those documents shall be construed as a reference to

that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced;

- (c) save where the context otherwise requires, expressions importing the singular shall include the plural and vice versa;
- (d) references to person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above;
- (e) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction; and
- (f) a person who is not a party to this Charge has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Charge.

Headings

- 1.3 The headings in this Charge shall not affect its interpretation.

2. COVENANT TO PAY

- 2.1 The Client, as primary obligor and not merely as surety, covenants with the Bank that it will pay or discharge on demand the Secured Amounts on the date(s) on which such Secured Amounts are expressed to become due and in the manner provided for in the document under which liability for such Secured Amounts arises.

- 2.2 Interest on the Secured Amounts shall be payable from the date of demand for payment being made until the date of actual payment or discharge and shall be payable at such rate or rates and upon such terms as may from time to time be agreed, and interest shall be computed and compounded according to the usual practice for the time being of the Bank and shall be payable both before and after any demand, judgment, insolvency, bankruptcy, liquidation, désastre, saisie or the administration of the Client.

3. ASSIGNMENT

- 3.1 The Client with full title guarantee charges and assigns absolutely under this Charge by way of mortgage to the Bank all its right, title and interest in and to the Account and any amount held as a Deposit as a continuing security for the payment and discharge of the Secured Amounts.

4. ENFORCEMENT

- 4.1 The security created under this Charge shall become enforceable immediately on service of a default notice or failure to pay any of the Secured Amounts when they fall due and, at any time after that date, the Bank may apply all or any part of the Deposit together with any interest on the Deposit in respect of any period after the security has become enforceable towards the discharge of the Secured Amounts in such manner as it deems fit PROVIDED THAT where the Secured Amounts (or any part of the Secured Amounts) are in a currency or currencies (the *original currency*) different from that of the Account or any amount held as a Deposit (or any part of the Deposit) (the *other*

currency), the Bank may apply the Deposit (or any part of the Deposit) in or towards purchasing the original currency at the rate of exchange on the date the Deposit is applied towards the discharge of the Secured Amounts; and for the purposes of this clause, *rate of exchange* means the rate at which the Bank is able on the relevant date to purchase the original currency with the other currency.

- 4.2 Any sum of money at any time standing to the credit of the Client with the Bank in the Account may be applied by the Bank, at any time (without notice to the Client), in or towards the payment or discharge of any indebtedness now or subsequently owing to the Bank by the Client and the Bank may use any such money to purchase any currency or currencies required to effect such application.
- 4.3 The Bank shall be entitled to apply moneys arising from the exercise of its powers under this Charge or in respect of the Secured Amounts towards the discharge of the Secured Amounts in such manner and order as the Bank may in its sole and absolute discretion think fit, with (subject to any rights of set off, combination or retention) any surplus being paid to the Client or any other person who may be entitled to it.
- 4.4 If no default notice has been served on the Client, the Bank shall as soon as reasonably practicable after enforcing any security given by this Charge, notify the Client of such enforcement.

5. RIGHT OF APPROPRIATION

- 5.1 To the extent that the Security Interest created by this Charge constitutes a "security financial collateral arrangement" and the assets subject to any Security Interest created by this Charge constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (Regulations), the Bank shall have the right on giving prior notice to the Client at any time after the Security Interest becomes enforceable, to appropriate all or any part of the assets subject of any Security Interest created by the Charge in or towards the discharge of the Secured Amounts. The parties agree that the value of the appropriated assets subject of any Security Interest created by the Charge shall be, in the case of cash, the amount of cash appropriated. For the purpose of Regulation 18(1) of the Regulations, the Client agrees that the method of valuation provided for in this clause constitutes a valuation "in a commercially reasonable manner".

6. WARRANTY AND COVENANTS

Entitlement

- 6.1 Until the Secured Amounts have been fully ascertained and satisfied and discharged in full and the Bank shall have no further actual or contingent liability under any agreement with the Client, the Client warrants to the Bank that:
 - (a) It is the sole absolute legal and beneficial owner of any moneys from time to time credited to the Account free from all Security Interests, and claims; and
 - (b) It is and will be the sole absolute legal and beneficial owner to the right to repayment of all moneys credited from time to time to the Account.

Negative pledge

- 6.2 The Client shall not, without the prior written consent of the Bank, 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 the Account or any Deposit or over its right to call for a reassignment nor deal with such right in any manner.

7. FURTHER PROVISIONS

Expenses and Indemnity

7.1

- (a) The Client shall on demand fully indemnify the Bank and its nominees on the basis of a full indemnity on an after-tax basis (meaning for the avoidance of doubt, that the Client is required to fully reimburse the Bank and its nominees on an after tax basis) against all losses, actions, claims, costs (including legal costs), expenses, proceedings, liabilities and expenditure which the Bank may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Amounts (whether made by the Client or a third person) being impeached (meaning for the avoidance of doubt to have its validity questioned) or declared void for any reason whatsoever, together with interest on the amount payable at the rate specified in clause 2.2 (*Covenant to pay*) from the date of payment until the date of repayment.
- (b) Where, pursuant to clause 7.1(a) above, a sum is paid to the Bank, the Client shall, in addition, pay to the Bank in respect of value added tax:
- (i) (except where the payment falls within (ii) below), such amount as equals any value added tax charged to the Bank in respect of the matter which gives rise to the payment and which the Bank certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and
 - (ii) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the Bank as agent for the Client, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the Bank shall provide the Client with an appropriate tax invoice in respect of such item, naming the Client as recipient of the relevant supply).
- 7.2 The Client agrees that the Bank cannot be held responsible for any loss suffered as a result of exercise of the Bank's rights under this Charge, except in the case of gross negligence or wilful default of the Bank.

Further Assurances

- 7.3 The Client shall on demand execute any document and do any other act or thing (in either case, at the expense of the Client) which the Bank may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Charge or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Bank under this Charge, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions and directions which the Bank may

reasonably request and the Client irrevocably by way of security appoints the Bank as its attorney in its name and on its behalf to sign, execute and deliver all such documents and do any act or thing as the Bank may think fit.

7.4 The Client by way of security irrevocably and severally appoints the Bank to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) prior to service of a default notice or any demand for payment, to do anything which the Client is obliged to do under this Charge (but has not done);
- (b) on and after service of a default notice or any demand for payment, to do anything which the Client is obliged to do under this Charge; and
- (c) to take any action which is ancillary to the exercise of any of the rights conferred on the Bank in relation to the Account or any Deposit or under any agreement with the Bank, the Law of Property Act 1925 or the Insolvency Act 1986,

and ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 7.4.

Other Security

7.5 The security created under this Charge is a continuing security notwithstanding any intermediate payment or settlement of account for the payment and discharge of the whole or any part of the Secured Amounts and is in addition to and shall neither be merged in, nor in any way exclude or prejudice any other Security Interest, right of recourse, set off, combination or other right or interest whatsoever which the Bank may now have or at any time hereafter hold or have (or would apart from this Charge hold or have) as regards the Client or any other person in respect of the Secured Amounts. The Bank may at any time take, give up, deal with, vary, exchange, or abstain from perfecting or enforcing any other Security Interest without affecting or prejudicing the security created under this Charge.

Rights Cumulative

7.6 The rights and powers which this Charge confers on the Bank are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and powers under the general law. The rights of the Bank (whether arising under this Charge or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing. In particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such right.

Joint and Several Liability

7.7 If the Client consists of more than one person:

- (a) the liability of such persons shall be joint and several and the terms of this Charge shall be construed accordingly; and
- (b) the liability of such persons shall not be discharged or impaired in any way (i) by reason of the invalidity, avoidability or unenforceability as regards any other of those persons of this Charge or (ii) by the Bank releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other of those persons or (iii) any change in the constitution of any other of those persons.

Exclusion of limitations

- 7.8 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Charge. Section 93 of the Law of Property Act 1925 is a restriction on the consolidation of mortgages and states that a mortgagor seeking to redeem one mortgage made by him is entitled to do so without paying money due under any separate mortgage made by him. By disapplying this section, the Bank may require the Client to repay amounts due under a separate mortgage made by the Client. Section 103 of the Law of Property Act 1925, relates to a mortgagee exercising its power of sale under a mortgage and sets out certain conditions which must be satisfied prior to the power of sale being exercised by the mortgagee such as the requirement for a specified notice period to depose prior to the power of sale being exercised. These requirements are disappplied here such that the Bank will not be required to comply with the provisions set out in section 103 of the Law of Property Act 1925 prior to exercising its power of sale.

Illegality, etc

- 7.9 If any one of the provisions of this Charge is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired thereby.

Ruling off

- 7.10 If the Bank receives notice of any subsequent interest or Security Interest affecting the Account or any Deposit:
- (a) the Bank may open a new account or accounts of the Client and if the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received notice; and
 - (b) all payments made by the Client to the Bank after the Bank receives such notice shall be credited or be treated as having been credited to the new account and in no circumstances whatsoever shall operate to reduce the amount due from the Client to the Bank at the time when it received the notice.

Set Off

- 7.11 Any sum of money at any time standing to the credit of the Client or any of its subsidiaries with the Bank or any of its affiliates in any currency upon any account or otherwise may be applied by the Bank, at any time (without notice to the Client), in or towards the payment or discharge of any indebtedness now or subsequently owing to the Bank or any of its affiliates by the Client or any of its affiliates and the Bank may use any such money to purchase any currency or currencies required to effect such application.

Release

- 7.12 If at any time the Secured Amounts shall have been paid and discharged in full and the Bank shall be under no commitment, obligation or liability of any kind (present or future, actual or contingent), the Bank will at the request and cost of the Client re-assign the Account and any amount held as a Deposit to the Client or otherwise discharge the security constituted under this Charge.

Agent for Service of Process

- 7.13 If the Client is not incorporated or resident in England or Wales, the Client shall at all times maintain an agent for service of process and any other documents in proceedings in England or Wales or any other proceedings in connection with this Charge. Any claim form, judgment or other notice of legal process shall be sufficiently served on the Client if delivered to such agent at its address for the time being. The Client irrevocably undertakes not to revoke such appointment without notifying the Bank of the appointment of a replacement agent for service. It shall be effective service for the Bank to serve the process upon the last known address in England or Wales of the last known process agent for the Client notified to the Bank notwithstanding that such process agent is no longer found at such address or has ceased to act. If, for any reason, the Bank requests the Client to revoke the appointment, the Client shall promptly appoint another such agent with an address in England or Wales and advise the Bank. If, following such a request, the Client fails to appoint another agent, the Bank shall be entitled to appoint one on behalf of the Client at the expense of the Client.

Retention of Charges

- 7.14 Notwithstanding clause 7.12 (Release):
- (a) If the Bank shall have reasonable grounds for believing that the Client may be insolvent or unable to pay its debts as and when they fall due or that the value of the Client's assets may be less than the amount of its liabilities taking into account its contingent and prospective liabilities or may be deemed for the purposes of any law to be insolvent or bankrupt including where its affairs have been declared en état de désastre and/or a preliminary vesting order in saisie has been made in respect of its realty, as at the date of any payment made by the Client to the Bank, the Bank shall be at liberty to retain the charges contained in or created pursuant to this Charge until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated;
 - (b) the Bank shall be able to exercise its rights under paragraph (a) above notwithstanding (i) the payment and discharge in full of all Secured Amounts or (ii) any release, settlement, discharge or arrangement that may be given or made by the Bank on, or as a consequence of, such payment or discharge of liability; and
 - (c) if at any time within such period as is referred to in paragraph (a) above, any step or corporate action is taken in respect of the Client in relation to or with a view to any insolvency, bankruptcy or receivership proceedings or procedure as set out in part 26 of the Companies Act 2006 or in the Insolvency Act 1986 or in relation to or with a view to any analogous proceedings or procedure in any jurisdiction (including, without limitation, désastre and/or saisie proceedings), the Bank shall be at liberty to continue to retain such security for such further period as the Bank may reasonably determine

and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Amounts.

Right to Assign

- 7.15 The Bank may assign or transfer all or any of its rights and/or obligations in respect of this Charge, in whole or in part, to any person or persons.
- 7.16 The Bank may disclose any information relevant to the Charge in the Bank's possession relating to the Client to:
- (a) any actual or prospective assignee or transferee on terms that such recipient is to treat in confidence any confidential information so disclosed to it;
 - (b) any affiliate of the Bank;
 - (c) any person in connection with a securitisation of all or any part of the Bank's loan assets from time to time;
 - (d) any person who may otherwise enter into contractual relations with the Bank in relation hereto;
 - (e) any person to whom the Bank is compelled by law to provide such information.

8. NOTICES AND COMMUNICATIONS

Service

- 8.1 Any notice, communication or demand under or in connection with this Charge may be made or given by any manager, officer or agent of the Bank or of any branch of the Bank and shall be in writing and shall be delivered personally, or by post to the addresses given in this Charge or at such other address as the recipient may have notified to the other party in writing.

Deemed Receipt

- 8.2 Proof of posting or despatch of any notice, communication or demand on the Client shall be deemed to be proof of receipt:
- (a) in the case of a letter which is sent by first-class prepaid letter post and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made;
 - (b) in the case of a fax, two hours after the time of despatch.

9. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 9.1 This Charge and any non-contractual obligations arising from or in connection with it are governed by, and shall be construed in accordance with the laws of England.
- 9.2 Each party to this Charge irrevocably agrees that the courts of England are to have non-exclusive jurisdiction to settle any dispute (including claims for set off and counterclaims) which may arise in connection with the validity, effect, interpretation or

performance of, or the legal relationships established by, this Charge or otherwise in connection with this Charge and for such purposes irrevocably submits to the jurisdiction of such courts.

10. COUNTERPARTS

- 10.1 This Charge may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Charge by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Charge, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

DULY DELIVERED AS A DEED by Bishop Gardens Limited on the date inserted above.

EXECUTED as a DEED and DELIVERED on the date _____
of this Charge by Bishop Gardens Limited
pursuant to a resolution of the Board of
Directors (a certified copy of which is attached _____ Director
to this Charge) acting by a director in the
presence of

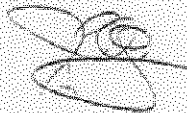
Signature of witness

Name

Address

SIGNED by
Ian Pilley
Vice President
Head of Credit Operations, Barclays
for and on behalf of
BARCLAYS BANK PLC

)
)
)
)



APPENDIX A

ACCOUNTS

Account number	Account name	Sort code	Bank	Branch
██████████	RE Loan Interest	██████████	Barclays Bank PLC	United Kingdom

APPENDIX B
DEPOSIT CONTRACTS

Contract number	Bank party to the contract
	Barclays Bank PLC

Barclays offers private and overseas banking, credit and investment solutions to its clients through Barclays Bank PLC and its subsidiary companies. 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) and is a member of the London Stock Exchange and NEX. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.