



**Registration of a Charge**

Company Name: **BRAND FACTORY LIMITED**

Company Number: **11539600**



XCBL27D7

Received for filing in Electronic Format on the: **07/09/2023**

**Details of Charge**

Date of creation: **04/09/2023**

Charge code: **1153 9600 0007**

Persons entitled: **NATIONAL WESTMINSTER BANK 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.**

**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: **DO**



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

Company number: 11539600

Charge code: 1153 9600 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2023 and created by BRAND FACTORY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2023 .

Given at Companies House, Cardiff on 8th September 2023

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**

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

**Owner:** Brand Factory Limited **Registered No:** 11539600

**Security Agent:** National Westminster Bank Plc (registered number 929027) as security agent for the Secured Parties (as defined below)

## **1 Owner's Obligations**

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

- 1.1 **Interest** at the rate charged by each such Secured Party (as applicable), 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 that Secured Party.
- 1.2 any expenses any Secured Party 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.

The **Secured Parties** are National Westminster Bank Plc (registered number 929027) and NatWest Markets plc (registered number SC090312) and their respective successors (and **Secured Party** shall mean any such person). The Owner acknowledges and agrees that the rights and interests granted to the Security Agent and the Secured Parties under this deed are subject to the terms of the intercreditor agreement entered into between the Security Agent and the Secured Parties in connection with the Owner's Obligations as amended, supplemented, varied or restated from time to time.

## **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 Security Agent:

- 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 Security Agent or Secured Parties.

### **3 Restrictions**

The Owner will not, without the Security Agent's consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on the Property.
- 3.2 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, the Property charged by Clause 2.1.
- 3.3 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, 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 Security Agent at any time to inspect the Property.
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Security Agent, terrorism cover) to the Security Agent's reasonable satisfaction for its full reinstatement cost. In default, the Security Agent may arrange insurance at the Owner's expense.
- 4.3 hold on trust for the Security Agent, all proceeds of any insurance of the Property. At the Security Agent'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 Security Agent, deposit with the Security Agent all insurance policies (or copies where the Security Agent 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 Security Agent'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 Security Agent. The Security Agent may specify the relevant account.

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

- 5.1 The Security Agent 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 Security Agent's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of the Owner is appointed.

### **6 Investigating Accountants**

The Security Agent 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 Security Agent considers that the Owner has breached any other obligation to any Secured Party.
- 6.3 the Security Agent considers any information provided by the Owner to be materially inaccurate.

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

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

- 7.1 The Security Agent 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 Security Agent takes possession.
- 7.2 The Security Agent may take possession and enforce this deed without further delay if:
  - 7.2.1 any Secured Party demands payment of any of the Owner's Obligations.
  - 7.2.2 the Owner asks the Security Agent, or any Secured Party, or the Security Agent, or any Secured Party 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.
  - 7.2.5 any document is filed at court initiating or applying for a moratorium or an order is made for a moratorium to come into force in relation to the Owner.
- 7.3 Any purchaser or third party dealing with the Security Agent or a receiver may assume that the Security Agent's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 The Security Agent will not be liable to account to the Owner for any money not actually received by the Security Agent.

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

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

## **9 Powers of the Security Agent and Receivers**

- 9.1 The Security Agent 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 Security Agent 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 Security Agent 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 Security Agent may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Security Agent 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 Security Agent will only exercise those rights as instructed by the Owner.
- 9.7 The Security Agent (in its capacity as such) may set off any amount due from the Owner against any amount owed by the Security Agent (in its capacity as such) to the Owner. The Security Agent may exercise this right, without prior notice, both before and after demand. For this purpose, the Security Agent 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 a Secured Party 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 Security Agent (or any Secured Party) allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.
- 10 Appointment of a Monitor**
- 10.1 The Owner will not enter into a moratorium or appoint a monitor without first giving the Security Agent 5 business days notice of its intention to do so.
- 11 Application of Payments**
- 11.1 The Security Agent may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Security Agent decides.
- 11.2 If the Security Agent and/or any Secured Party receives notice of any charge or other interest affecting the Property, the Security Agent or, as applicable, that Secured Party may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Security Agent or that Secured Party suspends the account(s), any payments received by the Security Agent or that Secured Party for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

**12 Preservation of Other Security and Rights and Further Assurance**

- 12.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Security Agent and/or any Secured Party now or in the future. The Security Agent 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 Security Agent's other rights.
- 12.2 On request, the Owner will execute any deed or document, or take any other action required by the Security Agent, to perfect or enhance the Security Agent's security under this deed.

**13 Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Security Agent, 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.

**14 Consents, Notices and Demands**

- 14.1 All consents, notices and demands must be in writing.
- 14.2 The Security Agent may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Security Agent.
- 14.3 A notice or demand signed by an official of the Security Agent 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.
- 14.4 A notice from the Owner to the Security Agent will be effective on receipt.

**15 Miscellaneous**

- 15.1 The rights of the Security Agent and the security granted by the Owner under this deed are held by the Security Agent on trust for the benefit of the Secured Parties and are subject to the terms of all applicable agency, trustee and intercreditor arrangements agreed between the Security Agent and the Secured Parties as amended, supplemented, varied or restated from time to time.
- 15.2 The Security Agent (nor any receiver or delegate) will not be liable (for whatever reason including taking possession of any property or security assets as mortgagee or otherwise) for:
- 15.2.1 any costs, losses, liabilities or expenses relating to the realisation of any property or security assets; and/or
- 15.2.2 any action taken (or not taken) by the Security Agent (or any receiver or delegate) or their officers, employees or agents in relation to any property or security assets or in connection with this deed, unless directly caused by its gross negligence or wilful misconduct.

**16 Transfers**

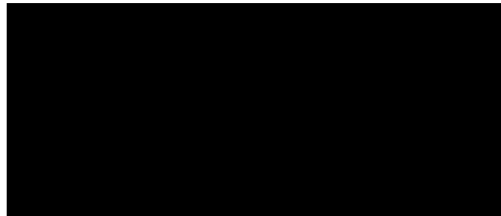
The Security Agent and any other Secured Party may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Security Agent and/or any other Secured Party to give that person or its agent any financial or other information about the Owner. References to the Secured Parties and the Security Agent include in each case, their successors.

**17 Law**

- 17.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 17.2 For the benefit of the Security Agent, 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

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)  
)  
)



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

04 09 23

You must date  
the document



Signed for the Security Agent

