



Registration of a Charge

Company Name: **ENGLISH LANGUAGE HOLDINGS LIMITED**

Company Number: **12405113**



XC9Y9RR6

Received for filing in Electronic Format on the: **15/08/2023**

Details of Charge

Date of creation: **01/08/2023**

Charge code: **1240 5113 0002**

Persons entitled: **HSBC INNOVATION BANKING FORMERLY KNOWN AS SILICON VALLEY BANK UK LTD**

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: **HSBC INNOVATION BANKING FORMERLY KNOWN AS SILICON VALLEY BANK UK LTD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12405113

Charge code: 1240 5113 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2023 and created by ENGLISH LANGUAGE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2023 .

Given at Companies House, Cardiff on 16th August 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**

Charge Over Bank Accounts Form (UK Registered Clients)

This agreement, which is executed as a deed, creates a security interest in favour of HSBC Innovation Bank Limited (referred to in this Deed as "**HSBC Innovation Banking**") over the specified accounts held by you at HSBC Innovation Banking to secure your current and future obligations to HSBC Innovation Banking. Please indicate below the products and services supplied by HSBC Innovation Banking (note that any products and services not listed here or any that are provided in the future will also be "Secured Obligations" as defined below) and insert the account number(s) of the account(s) to be charged to HSBC Innovation Banking. Please then sign this deed in accordance with the signing instructions.

Products or Services Supplied to You by HSBC Innovation Banking

☐ Letters of Credit ☐ Merchant Services ☐ Business Charge Card ☒ BACS ☐ FX Services ☐ Loan Facility

Business name: **English Language Holdings Limited**
(the "Business", or "you")

Date: **01/08/2023**
(Day Month Year)

Account number of accounts to be charged: 1. 2. 3.
4. 5. 6.
(the "Charged Account(s)")

You request the provision of the services identified above (the "Bank Services") through HSBC Innovation Banking pursuant to letter of credit applications, cash management services agreements or other bank or financial services agreements executed from time to time by you. To induce HSBC Innovation Banking to provide such Bank Services, you agree to enter into this Deed.

1. DEFINITION AND INTERPRETATION

IN THIS DEED:

1.1 "**Deposit**" means all deposits now and in the future credited to the Charged Account(s) with HSBC Innovation Banking and any deposit or account of any other currency, description or designation which derives in whole or in part from such deposits or Charged Account(s) and the debts represented by each such deposit;

"**Expenses**" means all expenses (on a full indemnity basis) incurred by HSBC Innovation Banking at any time in connection with the Deposit or the Secured Obligations or in taking or perfecting this Deed or in preserving defending or enforcing the security created by this Deed or in exercising any power under this Deed or otherwise, with interest from the date they are incurred;

"**Interest**" means interest at the rate(s) notified and charged to you by HSBC Innovation Banking from time to time;

"**Required Currency**" means the currency or currencies in which the Secured Obligation are expressed from time to time; and "Secured Obligations" means all your present and future obligations and liabilities to HSBC Innovation Banking of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any other nature) together with HSBC Innovation Banking's charges and commission, interest and Expenses.

1.2 Unless the context otherwise requires, any reference in this Deed to:

- a. "HSBC Innovation Banking", "you" or the "Business" includes your and our respective successors in title and assigns;
- b. a "Clause" or "Schedule" is a reference to a clause of or schedule to this Deed;

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HSBC Innovation Bank Limited (trading as HSBC Innovation Banking) is registered in England and Wales as AlphaBank, 14-18 Financery Square, London EC2A 1ER, UK (Company Number 12946585). HSBC Innovation Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 542346). HSBC Innovation Bank Limited is part of the HSBC Group.

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- c. this "Deed" or any other agreement or document is a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemental or novated;
- d. the "Deposit" includes all interest accrued or accruing in the future on it;
- e. a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- f. a provision of law is a reference to that provision as amended or re-enacted and includes any subordinate legislation; and
- g. words in the singular include the plural and vice versa and words in one gender include any other gender.

1.3 If two or more persons are included in the expression Business then the use in this Deed of the word "Business" or "you" shall be deemed to refer to such persons both together and separately and the Secured Obligations shall be your joint and several obligations and each of you shall be primarily liable by way of indemnity for the liabilities to HSBC Innovation Banking of the other or others of you.

1.4 If the definition of Deposit refers to more than one deposit or account then the use in this Deed of the word Deposit shall be deemed to refer to such deposits and/or accounts both together and separately.

1.5 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days at HSBC Innovation Banking may select.

2. CHARGE

You covenant to discharge on demand the Secured Obligations and as a continuing security for the payment and discharge of the Secured Obligations and with full title guarantee charge the Deposit to HSBC Innovation Banking by way of first fixed charge.

3. POWERS OF HSBC INNOVATION BANKING

3.1 Despite any term to the contrary in relation to the Deposit HSBC Innovation Banking may at any time without notice (both before and after demand) appropriate, apply or transfer the Deposit or any part of it in discharge of the whole or any part of the Secured Obligations.

3.2 Section 93(1) of the Law of Property Act 1925 (restricting the right of consolidation) shall not apply to this Deed.

3.3 In addition to any lien or right to which HSBC Innovation

Banking may be entitled by law HSBC Innovation Banking may from time to time without notice and both before and after demand set off the whole or any part of the Secured Obligations against any deposit or credit balance on any of your accounts with HSBC Innovation Banking (including the Deposit) (whether or not that deposit or balance is due to you), and may combine or consolidate any such deposit or credit balance with the whole or any part of the Secured Obligations.

3.4 HSBC Innovation Banking may exchange or convert to the Required Currency any currency held or received.

4. RESTRICTIONS

Despite any term to the contrary in relation to any deposit or credit balance on any of your accounts with HSBC Innovation Banking (including the Deposit) the Deposit will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to you before all the Secured Obligations have been discharged, but HSBC Innovation Banking may without prejudice to this Deed permit you to make withdrawals from time to time. Any withdrawal permitted by HSBC Innovation Banking shall not be deemed to be a release of this security insofar as it concerns the Deposit. The terms of this Deed shall override the terms otherwise applicable to the Deposit.

5. APPROPRIATION

5.1 Subject to Clause 5.2 HSBC Innovation Banking may appropriate all payments received for your account in reduction of any part of the Secured Obligations as HSBC Innovation Banking decides.

5.2 HSBC Innovation Banking may open a new account or accounts upon HSBC Innovation Banking receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not HSBC Innovation Banking opens any such account no payment received by HSBC Innovation Banking after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Obligations outstanding at the time of receiving such notice.

6. REDESIGNATION, RENEWAL OR REPLACEMENT OF THE DEPOSIT

If any account in which the Deposit is held is changed, replaced or redesignated this Deed will apply to any deposit in the new or redesignated account from time to time.

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7. MISCELLANEOUS

7.1 This Deed is a continuing security, will extend to the ultimate balance of the Secured Obligations, and is in addition to any other security (present or future) held by HSBC Innovation Banking for the Secured Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of HSBC Innovation Banking.

7.2 You will at your own cost at HSBC Innovation Banking's request execute any deed or document and take any action required by HSBC Innovation Banking to perfect this security or further to secure on the Deposit the Secured Obligations.

7.3 No failure to exercise, nor any delay in exercising, on the part of HSBC Innovation Banking, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

7.4 HSBC Innovation Banking shall not be liable for any loss sustained by you in consequence of the exercise of the rights of HSBC Innovation Banking under this Deed including (but not limited to) any loss of interest caused by the determination before maturity of the Deposit or by the fluctuation in any exchange rate at which currency may be bought or sold by HSBC Innovation Banking.

7.5 Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

7.6 You represent and warrant that you are not, whether under your registered name in your jurisdiction of incorporation or any other name, registered at the UK Companies Registry as an overseas company under Part 2 of the Overseas Companies Regulations 2009 (SI 2009/1801).

7.7 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.

8. NOTICES

8.1 Any notice or demand by HSBC Innovation Banking may be sent by post, fax, electronic mail or other electronic means (including any attachment) or delivered to you at your address, fax number or electronic address (as appropriate) last known to HSBC Innovation Banking or may also be served personally on any of your directors.

8.2 Any notice or demand by you may be sent by post, fax, electronic mail, or other electronic means (including any attachment) or delivered to HSBC Innovation Banking at:

Alphabeta
14-18 Finsbury Square
London
EC2A 1BR
UK

8.3 A notice or demand by post shall be deemed served on the day after posting or if delivered personally shall be deemed served on the day of delivery.

8.4 A notice or demand by fax or by electronic mail or other electronic means shall be deemed served at the time of sending.

9. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

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Charge Over Bank Accounts (UK Registered Clients) Form

HSBC INNOVATION BANKING REQUIRES THAT AT LEAST ONE DIRECTOR/MEMBER/PARTNER/TRUSTEE OF THE BUSINESS SIGNS BELOW. IN THE ABSENCE OF A SIGNATURE FROM A SECOND DIRECTOR/MEMBER/PARTNER THE SIGNATURE OF THE DIRECTOR/MEMBER/PARTNER/TRUSTEE MUST BE WITNESSED.

1. Signature:

DocuSigned by:
[Signature]
4B0D3E86630C40F

Date:

01/08/2023

▲ (Day Month Year)

Full name:

Alexander Sotelo

Position held:

☒ Director ☐ Member ☐ Partner ☐ Trustee

2. Signature:

DocuSigned by:
[Signature]
EEC1A629B3BB45E

Date:

02/08/2023

▲ (Day Month Year)

Full name:

Manuel Rivera

Position held:

☐ Director ☐ Member ☐ Partner ☐ Trustee ☒ Witness

Address if signing
as witness:

City/Town:

Country:

Postcode:

Data Protection Notice

Where you provide us with personal information relating to you or another individual, we will hold and use that information in accordance with our Privacy Policy, which can be found at <https://www.hsbcinnovationbanking.com/en-gb/privacy-notice>. Where you submit personal information relating to another individual, you confirm that you have the authority to do so and will provide that individual with a copy of the Privacy Policy.

HSBC Innovation Bank Limited Legal Certification

DocuSigned by:
Thomas Cross
[Signature]
81C9C187FD8E4E7

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