



**Registration of a Charge**

Company Name: **HARRY ROLSTON ARCHITECT LIMITED**

Company Number: **NI633897**



Received for filing in Electronic Format on the: **27/10/2021**

XAFZCOK0

**Details of Charge**

Date of creation: **26/10/2021**

Charge code: **NI63 3897 0002**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

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: **A&L GOODBODY**



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

Company number: NI633897

Charge code: NI63 3897 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 26th October 2021 and created by HARRY ROLSTON ARCHITECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2021 .

Given at Companies House, Belfast on 1st November 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**

**DATED THIS 26TH DAY OF OCTOBER 2021**

**(1) HARRY ROLSTON ARCHITECT LIMITED**

**(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

**as Security Trustee**

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**Assignment of Life Policy**

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**Head Office, 40 Mespil Road, Dublin 4, Ireland**

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**THIS ASSIGNMENT** is made the 26th day of      October      , 2021

**BETWEEN:**

- (A) **HARRY ROLSTON ARCHITECTS LIMITED** a company incorporated in Northern Ireland with company number NI633897 having its registered office at 49 Lisleen Road, Belfast, United Kingdom, BT5 7SU (hereinafter called the "Assignor" which expression shall include the Assignor's successors) of the one part; and
- (B) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland at 1 Donegall Square South, Belfast, BT1 5LR (the "**Bank**" which expression shall include its successors and assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties" and each a "Secured Party" which expression shall include their successors and assigns) of the other part **NOW THIS DEED WITNESSETH** as follows:-

1. **COVENANT TO PAY**

In consideration of advances made, or to be made to it by one or both of the Secured Parties and in order to secure all its liabilities present and future to the Secured Parties, the Assignor hereby unconditionally and irrevocably covenants with the Bank as trustee for the Secured Parties to pay and discharge on demand all moneys now owing or which shall hereafter become owing on a general balance of account or otherwise by the Assignor to the Secured Parties either alone or jointly with others and whether as principal or surety, together with all costs, charges, expenses, fees, interest and other sums on a full indemnity basis howsoever incurred at any time or to be incurred by either Secured Party.

2. **ASSIGNMENT**

The Assignor as beneficial owner and as a continuing security for the payment and discharge of all moneys now owing or which shall hereafter become owing, as hereinbefore referred to, hereby ASSIGNS to the Bank as Security Trustee the policy, details of which are more particularly described in Part A of the Schedule hereto ("the **Policy**") and all monies thereby assured and all bonuses, profits, additions and benefits already accrued or which may accrue in the future which may become payable thereunder and the benefit of all options and rights devolving upon the Assignor arising therefrom.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 3.1 The Assignor hereby represents and warrants to and covenants with the Bank for so long as any moneys owing to either Secured Party remain outstanding that:

- (a) the Policy is now valid and in full force free from any charge or encumbrance of any kind howsoever described and that all payments due thereunder have been paid and that nothing has been or shall be done, or omitted, or permitted or knowingly suffered as a result of which the Policy may become void or voidable or an increased premium thereon may become payable or whereby the Bank may be prevented from receiving all or any of the monies payable under the Policy or a bonus or addition to it;
- (b) if by reason of anything done, omitted or knowingly suffered by the Assignor, the Policy shall become voidable or void, the Assignor will, unless the Bank shall otherwise direct, forthwith at the Assignor's own cost do all such things as may be necessary if the Policy shall become voidable for restoring the Policy or keeping it in place or if the Policy shall become void, for effecting or for enabling the Bank to effect a new policy in lieu thereof in such manner and in such name as the Bank may require and with such assurance or insurance company institution or society as the Bank may nominate in a sum not less than (and having a surrender value not less than) the amount which was assured by the Policy (including any bonuses or other benefits which may have accrued or been declared thereon) and every such new or substituted Policy shall be subject in all respects to this security and all the covenants and provisions hereof shall apply thereto;
- (c) the Assignor will punctually pay all premiums and any other sum of money (if any) to keep the Policy or any such new and substituted Policy as aforesaid in force and will deliver the premium receipts to the Bank whenever required by the Bank;
- (d) the Assignor will not surrender, encash or otherwise realise the Policy without the prior written consent of the Bank;
- (e) all payments due under the Policy whether by way of premium or otherwise, have been paid;
- (f) the Assignor shall forthwith give notice of this security to each assurance or insurance institution, company or society issuing the Policy in the form set out in Part B of the Schedule and shall deliver the receipted acknowledgement to the Bank in the form set out in Part C of the Schedule;
- (g) the Assignor will extend the term of the Policy at the request of the Bank;
- (h) the Assignor will not assign, charge or otherwise encumber the Policy or any interest therein or purport or attempt to do so.

3.2 If the Assignor shall fail to satisfy the Bank that any of the obligations under Clause 3.1. have been performed by the Assignor, the Bank may (but shall not be obliged to) take such steps as it considers appropriate to procure the performance of such obligations and shall not thereby be deemed to be a mortgagee in possession and

the monies expended by the Bank shall be added to the moneys hereby secured and shall be reimbursed by the Assignor on demand and until so reimbursed shall carry interest as specified in this Deed from the date of payment to the date of reimbursement.

#### **4. CONTINUING SECURITY**

- 4.1 This security shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement or payment of the whole or any part of the moneys owing to either Secured Party and shall be binding upon the Assignor until all the said moneys have been unconditionally and irrevocably paid and discharged in full.
- 4.2 The security constituted by this Deed shall be in addition to and shall not be prejudiced, determined or affected by nor operate so as in any way to determine, prejudice, affect or merge in any encumbrance which either Secured Party may now or at any time in the future hold for or in respect of any moneys owing to either Secured Party and shall not be prejudiced by time or indulgence granted to any person or any abstention by either Secured Party in perfecting or enforcing any remedies, securities, guarantees or rights it may now or in the future have from or against the Assignor or any other person or by granting any waiver, release or variation or as a result of any indulgence, act, omission or forbearance or as a result of the unenforceability or invalidity of any such remedy, security, guarantee or right or by any irregularity, unenforceability, invalidity or irrecoverability of the moneys owing or any document or security in relation thereto.

#### **5. NEW ACCOUNTS**

- 5.1 If the Bank or a Secured Party receives notice (whether actual or otherwise) of any subsequent charge or other interest affecting the Policy the Bank or such Secured Party may open a new account or accounts with the Assignor and if it 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 as from that time all payments made by the Assignor to the Bank or such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to the Bank or such Secured Party at the time when it received the notice.
- 5.2 Where the Assignor has more than one account with the Bank or a Secured Party it shall be lawful for the Bank or such Secured Party at any time without any prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit.
- 5.3 All moneys received, recovered or realised by the Bank or a Secured Party under this Deed (including the proceeds of any conversion of currency) may, at the discretion of the Bank or such Secured Party, be credited to any suspense or impersonal account and may be held in such account for so long as the Bank or such Secured Party shall think fit (with interest accruing thereon, at such rate, if any, as the Bank or such Secured Party may deem fit) pending its application from time to time (as the Bank or

such Secured Party shall be entitled to do in its discretion) in or towards the discharge of any of the moneys owing.

## **6. POWER OF SALE**

- 6.1 At any time after the moneys owing or any part thereof become payable or after the Bank makes a demand for repayment, the Bank may exercise the powers conferred on a mortgagee by the Conveyancing and Law of Property Act, 1881 (the "Act") as varied or extended by this Deed. In the exercise of such powers, the Bank shall be free from the restrictions imposed by the Act (in particular, without prejudice to the generality of the foregoing, the restrictions set out in Section 20 of the Act) and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this Deed, the terms of this Deed shall prevail. Section 17 of the Act shall not apply to this security.
- 6.2 For the purposes of Section 19 of the Act, the moneys hereby secured shall be deemed to have become due immediately upon a Secured Party making demand upon the Assignor for payment and discharge of the moneys owing or any part thereof or immediately upon the moneys owing or any part thereof becoming otherwise due and payable in accordance with the provisions of any document or instrument the obligations and liabilities of the Assignor to either Secured Party.
- 6.3 The power of sale may be exercised by the surrender of the Policy hereby secured or by acceptance of a fully paid up policy or policies in lieu thereof or in any other manner whatsoever without the Bank being liable for loss or diminution in the price obtained.

## **7. APPOINTMENT OF RECEIVER**

In addition to any statutory power of appointing a receiver the Bank shall be entitled at any time after making demand upon the Assignor or upon the moneys owing or any part thereof becoming otherwise due and payable to appoint a receiver in respect of all or any part of the Policy upon such terms as to remuneration (and the restrictions in Section 24(6) of the Act shall not apply) and otherwise as the Bank may think fit and any receiver so appointed shall be the agent of the Assignor for all purposes, and the Assignor shall be solely responsible for his contracts, engagements, acts, defaults, omissions and losses and for liabilities incurred by him, for his misconduct and for his remuneration, and any such receiver shall have the power, either in his own name or in the name of the Assignor to do all such acts and things as he may consider necessary or desirable for the realisation of the Policy or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a receiver and to exercise and do, in relation to the Policy or any part thereof, all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.

## **8. POWER OF ATTORNEY**



- 8.1 The Assignor, by way of security, hereby irrevocably appoints the Bank or its nominee and any receiver appointed by it to be the attorney of the Assignor (with full powers of substitution and delegation) and in the Assignor's name or otherwise and on the Assignor's behalf and as the Assignor's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor may or ought to do under the covenants and provisions contained in this Deed and generally in the Assignor's name and on the Assignor's behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by the Act on the Bank and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in the exercise of all or any of the powers, authorities and discretions conferred on the Bank pursuant to this Deed.
- 8.2 The Assignor hereby ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 8.1. and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Deed.

**9. FURTHER ASSURANCE**

The Assignor shall at any time at the Assignor's own cost promptly and duly execute and do all such assurances, acts and things as the Bank may require for perfecting or protecting the security created by these presents over the Policy or any part thereof or for facilitating the realisation of the same and the exercise of all powers, authorities and discretions vested in the Bank or in any receiver of the Policy or any part thereof or in any delegate (or sub-delegate) including, without prejudice to the generality of the foregoing, to execute and sign in favour of the Bank or its nominees and to deliver to the Bank all such transfers and assignments and make all such payments, as the Bank may specify in such notice for the purpose of vesting the same in the Bank or its nominees or any purchaser absolutely, and shall, in particular, execute all mortgages, charges, transfers, conveyances, assignments and assurances of the Policy whether to the Bank or to its nominee(s) and give all notices, orders and directions which the Bank may think expedient.

**10. PROTECTION OF THIRD PARTIES**

- 10.1 The receipt of any officer of the Bank for any money which may be or become payable under the Policy shall for all purposes be a sufficient and effective discharge for the same to the assurance or insurance institution, company or society paying the same, which shall not be concerned to inquire whether at the time of such payment any money is due under this Deed.
- 10.2 No purchaser, mortgagee or other person dealing with the Bank shall be concerned to enquire whether the moneys owing have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank. All the protection to purchasers contained in the Act shall apply to any person purchasing from or dealing with the Bank as if the moneys owing had become due

and the statutory powers of sale in relation to the Policy had arisen on the date of this Deed.

## **11. COSTS**

All costs, charges and expenses incurred by the Bank in relation to the execution, maintenance or enforcement of this Deed or the moneys owing shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest from the date of payment to the date of reimbursement (both before and after judgement, winding up and bankruptcy).

## **12. GENERAL**

12.1 No delay or omission on the part on the part of the Bank in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.

12.2 The Bank's rights under this Deed are cumulative and not exclusive of any rights, including, without limitation, any rights of set-off provided by law and may be exercised from time to time and as often as the Bank deems expedient.

12.3 Any waiver by the Bank of any terms of this Deed 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 and shall not be deemed a waiver of any subsequent breach.

12.4 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in any way affected or impaired as a result.

12.5 This security shall remain valid and binding for all purposes notwithstanding any change by, amalgamation, consolidation or otherwise which may be made in the constitution of the entity by which the business of the Bank or a Secured Party may from time to time be carried on and shall be available to the company carrying on that business for the time being.

## **13. NOTICES**

13.1 Any demand, notice, request or other communication given hereunder on behalf of a Secured Party shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Assignor and shall be deemed to be duly served if served on the Assignor or if left at

or sent by post, to the Assignor's registered office (as the case may be) for the time being or the address last known to the Bank or stated hereon or to any one of the Assignor's principal places of business or if sent by facsimile to any of the Assignor's principal facsimile numbers.

- 13.2 Any such communication served on the Assignor shall be deemed to be given (a) when served (if served personally on an officer of the Assignor); or (b) when dispatched (if served by facsimile); or (c) when left at the address mentioned above (if left at such address); or (d) two days after posting (if served by post) and in proving service of any such communication sent by post it shall be sufficient to show that the communication was properly addressed and posted and such proof of service shall be effected notwithstanding that it was in fact not delivered or was returned undelivered. Any communication to the Bank shall be deemed to have been given only on actual receipt by the Bank.

**14. ASSIGNMENT**

This Deed shall bind the Assignor's successors but shall not be assigned by the Assignor. The Bank shall have a full and unfettered right to assign or transfer all or any part of its rights and/or obligations under this Deed and any assignee, transferee or other successor howsoever described shall be entitled to enforce and proceed with this security in the same manner as if named herein. The Bank shall be entitled to impart to any potential assignee, transferee, successor or participant, such information about the Assignor and this Deed as the Bank shall consider appropriate and the Assignor hereby consents to such disclosure.

**15. RETENTION OF SECURITY**

In the event that for any reason whatsoever (whether by reason of insolvency, dissolution, liquidation, court protection, reorganisation or otherwise) whether by statute or otherwise any payment to the Secured Parties in respect of the obligations hereby secured is rescinded or avoided or must be restored or returned and irrespective of whether such avoidance, rescission or requirement to restore or return operates from the time of such payment or from any later date, then (notwithstanding any discharge, release or reassignment resulting in whole or in part from such avoided, rescinded, restored or returned payment given in connection with this Deed and notwithstanding that but for this provision the security hereby constituted may have been or become entitled to be released and discharged or that the Assignor may have been or become entitled to be released from the Assignor's obligations hereunder) the rights and remedies of the Bank in respect of the Policy shall be the same as if, and continue to be effective as if, no such payment had been made or discharge or release given and shall to the extent necessary be reinstated.

**16. REDEMPTION**

Upon the unconditional and irrevocable repayment or discharge of the Assignor's obligations contained herein and provided the Bank is satisfied that the Assignor has no other liability whatsoever (whether actual or contingent) to the Bank and subject to

the provisions of Clause 15, the Bank shall, at the request and cost of the Assignor, release the Policy.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Deed shall be governed by and construed in accordance with the laws of Northern Ireland and the Assignor hereby irrevocably submits to the jurisdiction of the Northern Irish Courts.
- 17.2 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Assignor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).
- 17.3 The Assignor irrevocably waives any objection which it may have now or in the future to the courts of Northern Ireland being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

**IN WITNESS** whereof this Deed has been executed by the Assignor the day and year first before written.

## SCHEDULE

### Part A

Date of Policy	Amount	No of Policy	Name of Company	Life Assured	Premium
22.09.2021	£225,000	0247109887	Legal & General Assurance Society Limited	Mark Collins	£16.56
22.09.2021	£225,000	PR00000YHS4	Zurich Assurance Ltd	Mark Collins	£16.85
22.09.2021	£50,000	PR00000YHS3	Zurich Assurance Ltd	Mark Collins	£30.46

### Part B

## NOTICE OF ASSIGNMENT

To: **Legal & General Assurance Society Limited**  
**City Park**  
**The Droveaway**  
**Hove**  
**East Sussex**  
**BN3 7PY**

2021

**RE: POLICY NUMBER 0247109887 (the "Policy")**

Dear Sirs,

We hereby give you notice that by an Assignment dated , 20 made by **Harry Rolston Architects Limited (the "Assignor")** in favour of The Governor and Company of the Bank of Ireland ("the Bank") the Assignor has assigned to the Bank by way of security all rights, title and interest in and to the Policy and all the benefit of the Policy (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof).

You are hereby irrevocably directed and authorised to pay all sums and proceeds in respect of the Policy directly to the Bank.

The Assignor requests that you execute the attached Acknowledgement and send it to the Bank.

Yours faithfully,

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**for and on behalf of**  
**Harry Rolston Architects Limited**

UK1-643N  
(11/10)

**Part C**

**ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT**

From: **Legal & General Assurance Society Limited**  
**City Park**  
**The Droveaway**  
**Hove**  
**East Sussex**  
**BN3 7PY**

To: **Attn:**  
The Governor and Company of the Bank of Ireland

, 20

(a) Re: Policy Number 0247109887

Dear Sirs,

At the request of Harry Rolston Architects Limited we hereby confirm that any payments to be made by us pursuant to the above policy of insurance shall be made directly to you.

We hereby confirm that we have received no prior notices of assignment, the premium payments are up to date and we have no charges on such policy.

We confirm further that we shall notify you of any non-payment of premiums in respect of such policy.

Yours faithfully,

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**Part D**

**NOTICE OF ASSIGNMENT**

To: **Zurich Assurance Ltd**  
**The Grange**  
**Bishops Cleave**  
**Cheltenham**  
**GL52 8XX**

2021

RE: **POLICY NUMBER PR00000YHS4 and**  
**POLICY NUMBER PR00000YHS3 (the "Policies")**

Dear Sirs,

We hereby give you notice that by an Assignment dated , 20 made by **Harry Rolston Architects Limited (the "Assignor")** in favour of The Governor and Company of the Bank of Ireland ("the Bank") the Assignor has assigned to the Bank by way of security all rights, title and interest in and to the Policy and all the benefit of the Policy (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof).

You are hereby irrevocably directed and authorised to pay all sums and proceeds in respect of the Policy directly to the Bank.

The Assignor requests that you execute the attached Acknowledgement and send it to the Bank.

Yours faithfully,

---

**for and on behalf of**  
**Harry Rolston Architects Limited**

**Part E**

**ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT**

From: **Zurich Assurance Ltd**  
**The Grange**  
**Bishops Cleeve**  
**Cheltenham**  
**GL52 8XX**

To: **Attn:**  
The Governor and Company of the Bank of Ireland

, 20

(b) Re: Policy Numbers PR00000YHS4 and PR00000YHS3

Dear Sirs,

At the request of Harry Rolston Architects Limited we hereby confirm that any payments to be made by us pursuant to the above policy of insurance shall be made directly to you.

We hereby confirm that we have received no prior notices of assignment, the premium payments are up to date and we have no charges on such policy.

We confirm further that we shall notify you of any non-payment of premiums in respect of such policy.

Yours faithfully,

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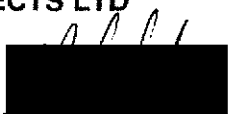
**PRESENT** when the Common Seal of  
**HARRY ROLSTON ARCHITECTS LTD**  
was affixed hereto:

pursuant to a Resolution of its Board  
of Directors

OR

**EXECUTED AS A DEED** by **HARRY ROLSTON ARCHITECTS LTD**  
acting pursuant to a Resolution of

its Board of Directors by

  
\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Director / Secretary*


**OR**

*(continued overleaf)*

**EXECUTED AS A DEED** by

**HARRY ROLSTON ARCHITECTS LTD**

acting by \_\_\_\_\_ a Director pursuant to a  
Resolution of its Board of Directors in the  
presence of:



  
\_\_\_\_\_  
*Signature of Witness*

DARREN MARLEY  
\_\_\_\_\_  
*Name of Witness*

21 ARTHUR STREET  
\_\_\_\_\_  
*Address of Witness*

BELFAST  
\_\_\_\_\_  
*Address of Witness*

SOLICITOR  
\_\_\_\_\_  
*Occupation of Witness*

  
  
\_\_\_\_\_  
*Director*

**PRESENT** when the Common Seal  
of **THE GOVERNOR AND COMPANY OF**  
**THE BANK OF IRELAND** was affixed hereto:

OR

For and on behalf of **THE GOVERNOR AND**  
**COMPANY OF THE BANK OF IRELAND**