



Registration of a Charge

Company name: **TRANSVAC SYSTEMS LIMITED**

Company number: **01526398**



X50LMZ9S

Received for Electronic Filing: **12/02/2016**

Details of Charge

Date of creation: **01/02/2016**

Charge code: **0152 6398 0007**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE FOR SANTANDER UK PLC (2294747) AND ITS SUBSIDIARIES FROM TIME TO TIME**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FRASER BROWN SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1526398

Charge code: 0152 6398 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2016 and created by TRANSVAC SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2016 .

Given at Companies House, Cardiff on 15th February 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

DATED 1 FEBRUARY 2015

TRANSVAC SYSTEMS LIMITED

TO

SANTANDER UK plc

CHARGE ON CASH DEPOSIT

THIS CHARGE is made by way of deed on the 1 day of February 2015

BETWEEN

- (1) **TRANSVAC SYSTEMS LIMITED** (registered number 01526398) whose registered office is situated at Monsal House, 1 Bramble Way, Alfreton, Derbyshire, DE55 4RH (hereinafter called "the Depositor")

and

- (2) **SANTANDER UK plc** whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service is at Corporate Advances Branch, Bootle, Merseyside L30 4GB as security trustee for each Group Member (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 Charge (unless the context otherwise requires):

- 1.1.1 "**Secured Liabilities**" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Depositor to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Depositor's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills exchanged, 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 Group (or any Group Member) and including those arising from the Bank perfecting or enforcing (or attempting to enforce) this Charge or any other security (and its rights thereunder) held by the Group (or any Group Member) from time to time

1.1.2 **“Deposit”** means the sum of £100,000 (one hundred thousand pounds),

which expression shall include any other sum or sums which are from time to time deposited by the Depositor with the Bank or any other Group Member at any office of the Bank or any other Group Member and whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited or otherwise, together with all interest accruing from time to time in respect of it or them)

1.1.3 **“Group”** means Santander UK plc (registered number 2294747) and its Subsidiaries from time to time

1.1.4 **“Group Member”** means each member of the Group

1.1.5 **“Subsidiary”** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and the expression “Subsidiaries” shall be construed accordingly

1.2 Interpretation

1.2.1 If two or more persons are included in the expression “the Depositor” then the use in this Charge of the word “the Depositor” shall be deemed to refer to such persons both together and separately and the obligations and liabilities of such persons under this Charge shall be joint and several

1.2.2 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

1.2.3 Clause and sub-clause headings are inserted for convenience only and shall not affect the interpretation of this Charge.

2. DEPOSIT

The Depositor has deposited (or agreed to deposit) the Deposit with the Bank at its office at Bridle Road, Bootle, L30 4GB with account number 10442339 and sort code 09-02-22 .

3. CHARGE

3.1 First Fixed Charge

In consideration of the Bank making available, or continuing to make available, banking facilities or any other banking accommodation whatsoever to the Depositor, the Depositor with full title guarantee hereby charges the Deposit by way of first fixed charge in favour of the Bank (as security trustee for the Group Members) as continuing security for the repayment and satisfaction on demand of all Secured Liabilities.

3.2 Not to withdraw Deposit without consent

So long as the Depositor has any actual or contingent liability to the Bank or any other Group Member in respect of the Secured Liabilities, the Depositor shall not be entitled, except with the prior written consent of the Bank, to withdraw the whole or any part of the Deposit.

3.3 Continuing Security

The charge hereby created shall:

- 3.3.1 be a continuing security notwithstanding any intermediate payment or settlement of account
- 3.3.2 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Depositor in respect of any Secured Liabilities nor by any legal limitation or lack of any borrowing powers of the Depositor in any matter in respect of any Secured Liabilities or by any other fact or circumstance (whether known or not to the Depositor or the Bank or any other Group Member) as a result of which any Secured Liabilities may be rendered illegal, void or unenforceable by the Bank or any other Group Member;
- 3.3.3 remain binding on the Depositor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank or the assets of the Bank or any other Group Member and for this purpose this Charge and all rights conferred on the Bank or any other Group Member hereunder may be assigned or transferred by the Bank or any Group Member accordingly; and
- 3.3.4 be additional and without prejudice to any other security which the Bank or any other Group Member may hold from time to time

4. **REPRESENTATION AND WARRANTY**

The Depositor represents and warrants that it is the sole and beneficial owner of the Deposit now subject to , or which at any time after this date may become subject to, the charge constituted by this Charge and that the rights of the Depositor in respect of the Deposit are free from any mortgage, lien or any other encumbrance or security agreement or security interest of any kind and the Depositor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Charge it will not, with the exception of the security constituted by this Charge, create, attempt to create, or permit to subsist any such mortgage, lien or any other encumbrance or security agreement or security interest on or over the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

5. **BANK'S POWERS**

The Bank is irrevocably authorised, without prior notice to the Depositor, at any time or times without restriction:

- 5.1 to appropriate and apply the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Secured Liabilities;
- 5.2 for the purposes of any such appropriation and application, to convert the whole or any part or parts of the Deposit, at the expense of the Depositor, into any currency other than that in which the same is or are then held by the Bank and any risk or loss arising from the conversion of any amount from one currency to another (or from any fluctuation in exchange rates) shall be borne by the Depositor.

6. **DEPOSIT FOR FIXED PERIOD**

The provisions of sub-clause 3.2 and clause 5 above shall apply notwithstanding that the Deposit or any part of parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired.

7. **CERTIFICATION**

A certificate by a duly authorised officer of the Bank as to the amount of any Secured Liabilities or of any credit balance on any of the Depositor's accounts with the Bank at any time shall (save in the case of manifest error) be conclusive.

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

If the Bank or any other Group Member receives, or is deemed to be affected by, notice (actual or constructive) of any subsequent charge or other interest affecting the Deposit or if the continuing nature of the charge hereby created is determined for any reason, the Bank or the relevant Group Member may open a new account or accounts in the name of the Depositor but, whether or not it does, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice or at the time of determination (as the case may be) and from that time all payments made to the Bank or any other relevant Group Member shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount of the Secured Liabilities secured by this Charge. Any Group Member may rely on this clause 8 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

9. **POWER OF ATTORNEY**

By way of security, the Depositor irrevocably appoints each of the Bank or any person nominated in writing under the hand of any officer of the Bank (including any Group Member) as the Depositor's attorney, in its name and on its behalf, for the purpose of perfecting and/or enforcing the security created by this Charge, to do in the name and on behalf of the Depositor all such acts and execute all such documents which the Depositor itself could do or execute in relation to the Deposit or any matters dealt with in this Charge.

10. **CHANGE IN CONSTITUTION OF THE DEPOSITOR**

If the Depositor is a partnership or a firm or a company or the Depositor's liability under this Charge 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. **DECLARATION**

The Depositor hereby certifies that (where it is constituted as a company or corporation) the charge hereby created does not contravene any of the provisions of its rules or memorandum and articles of association (as the case may be) or other constitutional documents and has been executed in accordance therewith by persons duly authorised for such purposes.

12. **SEVERABILITY**

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

13. **COSTS**

- 13.1 The Depositor shall pay to the Bank on demand all costs, expenses (including legal fees) and duties suffered or incurred by the Bank or any other Group Member in the negotiation, preparation, completion and enforcement of this Charge or otherwise in respect of the Deposit.
- 13.2 The Depositor shall indemnify the Bank on demand against all other costs, losses, liabilities and damage suffered or incurred by the Bank in respect of the Deposit and the exercise of any of its rights or the performance of its obligations in respect of the Deposit.

14. **GOVERNING LAW AND JURISDICTION**

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

15. **DEMANDS**

- 15.1 Any demand made or notice given by the Bank under this Charge shall be in writing signed by any of its officers and may be served if delivered personally or sent by first class pre-paid post or facsimile transmission to the Depositor at the Depositor's address last known to the Bank or as notified by the Depositor to the Bank in writing for such purpose.
- 15.2 Any demand or notice shall be deemed to have been received by the Depositor 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (if sent by facsimile transmission and received by the Depositor but provided that it is legible and complete).

16. **REGULATED CONSUMER CREDIT AGREEMENTS**

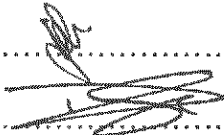

This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Depositor and the Bank.

IN WITNESS whereof this Charge has been duly executed and unconditionally delivered as a deed by the Depositor 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 TRANSVAC SYSTEMS LIMITED


acting by two directors/a director and its secretary

..........Director ^{DN} Company Number : 01526398
..........Director/Secretary ^{DRA}


Board Approval

I hereby certify that the execution of this Legal Charge was approved by a resolution of the Board of Directors of the Depositor properly passed on (date) ...¹FEBRUARY 2016

Signed.....^{DN} (Secretary / Director)

Signed.....^{DRA} (Secretary / Director)

Signed for and on behalf of the Bank by



A person authorised to act for that purpose

.....¹FEBRUARY 2016

