



Registration of a Charge

Company Name: **GOOD FOOD WINES LIMITED**

Company Number: **01790019**



Received for filing in Electronic Format on the: **19/05/2023**

XC3U2QBK

Details of Charge

Date of creation: **11/05/2023**

Charge code: **0179 0019 0006**

Persons entitled: **BANCO BILBAO VIZCAYA ARGENTARIA S.A., LONDON BRANCH**

Brief description: **CHARGE OVER DEPOSITS WITH BANK.**

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: **EDWARD SLAIDING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1790019

Charge code: 0179 0019 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2023 and created by GOOD FOOD WINES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2023 .

Given at Companies House, Cardiff on 23rd May 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 Account and Instruction to Block Funds

Banco Bilbao Vizcaya Argentaria S.A., London Branch
One Canada Square
44th Floor
Canary Wharf
London E14 5AA

For the attention of: Tania Ramirez

(the Bank, you and your)

Dear Sirs

Charge over Bank Account and Instruction to Block Funds

- (1) We, Good Food Wines Limited, of No. 3 Warehouse Whitehall Road, Commissioners Road, Strood, Rochester, Kent ME2 4EW (a company registered in England and Wales whose registered office is at 3 Manor Road, Chatham, Kent ME4 6AE and whose registered company number is 01790019) (the **Company**) (and if more than one company is named herein then the obligations under this charge shall be joint and several) hereby:
- (a) acknowledge and agree, on demand, to pay to you and discharge, when they become due, all present and future monies, obligations and liabilities owed by the Company to you, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, from time to time together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (the **Secured Liabilities**);
 - (b) as a continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee, charge to you, by way of fixed charge, all monies from time to time standing to the credit of the Company's deposits with you (as those deposits may be renumbered or redesignated from time to time) and all the Company's rights in relation to such deposits (the **Security Accounts**) together with all other rights and benefits accruing to or arising in connection with the Security Accounts (including, but not limited to, entitlements to interest) (together, the **Deposit**) in the amount of at least £200,000.00 (two hundred thousand pounds sterling);
 - (c) acknowledge and agree that the Company's liability under this charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
 - (i) any security, guarantee, indemnity, remedy or other right held by, or available to, you that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
 - (ii) you renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - (iii) any other act or omission, which but for this clause (1)(c) might have discharged, or otherwise prejudiced or affected, the Company's liability;
 - (d) waive any right the Company may have to require you to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this charge against the Company;
 - (e) acknowledge and agree that you shall be entitled (but not obliged) to remedy a breach at any time by the Company of any of the Company's obligations contained in any agreement from time to time entered between ourselves and I irrevocably authorise you and your agents to do all such things as are necessary or desirable for that purpose and at any time after the security constituted by this charge has become enforceable, to redeem this charge, or procure its transfer to yourself. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company;

- (f) acknowledge and agree that if you receive, or are deemed to have received, notice of any subsequent other mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect, or other interest, affecting all or part of the Deposit, you may open a new account for the Company in your books. Without prejudice to your right to combine accounts, no money paid to the Company's credit in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (2) If you do not open a new account immediately on receipt of the notice or deemed notice then, unless you give express written notice to the contrary to the Company, all payments made by the Company to you shall be treated as having been credited to a new account in the name of the Company and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by you.
- (3) The above rights are without prejudice to any other of your rights under this charge. The exercise of those rights shall not make you liable to account as a mortgagee in possession.
- (4) This charge shall be enforceable if an event of default (howsoever defined) in any facility agreement (howsoever defined) between you and the Company occurs (including, for the avoidance of doubt, any failure by the Company to make a payment in full by its relevant due date) and in any such event (whether or not the event is continuing), without prejudice to any of your other rights, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and you may, in your absolute discretion, enforce all or any part of the security created by this charge as you see fit. Without limiting the above at any time after this charge has become enforceable, you may (without prejudice to any other right which you may have) without further notice to the Company exercise the power to sell or otherwise dispose of the whole or any part of the Deposit. Any such sale or disposal may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as you shall in your absolute discretion think fit and without liability for loss.
- (5) The Company further hereby acknowledges and agrees that:
 - (a) no purchaser, mortgagee or other person dealing with you shall be concerned to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power you are purporting to exercise has become exercisable; or to see to the application of any money paid to you;
 - (b) you shall not be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities;
 - (c) all monies received by you under this charge may, at your discretion, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between you and the Company, and may be held in such account for so long as you think fit;
 - (d) the above rights and powers shall apply notwithstanding that all or part of the Deposit may have been deposited for a fixed or minimum period or be subject to a period of notice; any interest on the Deposit is calculated by reference to a fixed or minimum periods; and/or any such fixed or minimum period or period of notice may or may not have been given;
 - (e) the Company shall not assign any of its rights, or transfer any of its obligations, under this charge or enter into any transaction which would result in any of those rights or obligations passing to another person;
 - (f) this charge shall be in addition to, and independent of, every other security or guarantee which you may hold for any of the Secured Liabilities at any time. No prior security held by you over the whole or any part of the Deposit shall merge in the security created by this charge;
 - (g) this charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until you discharge this charge in writing;
 - (h) any release, discharge or settlement between you and the Company shall be deemed conditional on no payment or security received by you in respect of the Secured Liabilities being avoided, reduced or

ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (i) you or your nominee may retain this charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Deposit, for such period as you deem necessary to provide you with security against any such avoidance, reduction or order for refund; and
 - (ii) you may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.
- (i) your rights and powers conferred by this charge are cumulative, may be exercised as often as you consider appropriate, and are in addition to your rights and powers under the general law;
 - (j) any waiver or variation of any right by you (whether arising under this charge or under the general law) shall only be effective if it is in writing and signed by you and applies only in the circumstances for which it was given, and shall not prevent you from subsequently relying on the relevant provision;
 - (k) no act or course of conduct or negotiation by or on behalf of you shall, in any way, preclude you from exercising any right or power under this charge or constitute a suspension or variation of any such right or power;
 - (l) no delay or failure to exercise any right or power under this charge shall operate as a waiver;
 - (m) no single or partial exercise of any right under this charge shall prevent any other or further exercise of that or any other right;
 - (n) the restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this charge;
 - (o) if you consider that an amount paid in respect of the Secured Liabilities is capable of a third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this charge;
 - (p) being avoided or otherwise set aside on the Company's liquidation or administration or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this charge; if the rule against perpetuities applies to any trust created by this charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009); and
 - (q) the invalidity, unenforceability or illegality of any provision (or part of a provision) of this charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- (6) The Company irrevocably authorises you at any time after the security constituted by this charge has become enforceable to break or determine the Deposit in whole or in part and/or to renew all or any of the Deposit for such fixed periods as you may, in your absolute discretion, from time to time think fit.

Instruction to Block the Deposit

- (7) The Company irrevocably authorises you, without further notice to the Company, and notwithstanding anything to the contrary in any bank mandate the Company has given you, to block the above-mentioned Security Accounts such that the amount of at least £200,000.00 (two hundred thousand pounds sterling) shall remain as a minimum balance (**Minimum Balance**) therein at all times, and to apply such monies therefrom as you may think fit in satisfaction of the said liabilities and to continue to keep such accounts blocked in such amount until you are satisfied that no further liabilities exist from us to you.
- (8) The Company shall not withdraw or transfer all or any part of the Deposit if that would result in the Deposit amount becoming lower than the Minimum Balance without your express consent, until after the date on which you confirm that you are satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding. The Company

shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by you or materially diminish the value of the Deposit or the effectiveness of the security created by this charge (including, without limitation, closing the Security Account).

- (9) This deed is governed by English law. You and the Company agree to submit to the non-exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date of signature of the Bank.

EXECUTED as a DEED by GOOD FOOD
WINES LIMITED acting by a director, in the
presence of:

Witness Signature:

Witness Name: SEAN ROLLO

Witness Address:

Witness Occupation: FINANCIAL CONTROLLER

Director signature

Director name: MICHAEL YATES

STUART MEDICAL

BANK SIGNATURE

The Bank hereby accepts the contents of this letter:

EXECUTED as a DEED by BANCO
BILBAO VIZCAYA ARGENTARIA, S.A
acting by two authorised signatories who, in
accordance with the laws of Spain, are acting
under the authority of the company

Authorised signatory

Name: Silvia Holgado

Authorised signatory

Name: Elena Guillen

11 May 2023

Date