



Registration of a Charge

Company Name: **GARDINER COLOURS LIMITED**

Company Number: **02230689**



XBBHFS7L

Received for filing in Electronic Format on the: **30/08/2022**

Details of Charge

Date of creation: **22/08/2022**

Charge code: **0223 0689 0006**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A GENERAL PLEDGE**

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 UK BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2230689

Charge code: 0223 0689 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2022 and created by GARDINER COLOURS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2022 .

Given at Companies House, Cardiff on 1st September 2022

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**

GENERAL PLEDGE

This Pledge is delivered on 21st August 2022

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT EACH OF YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Pledge Details	
You/Your	Gardiner Colours Limited with registered number 02230689
Us/We	HSBC UK Bank plc, or another entity that it transfers, assigns or sells its rights and/or obligations under this Pledge to.
Your assets that are secured	By entering into this Pledge you are giving us security over the Documents and the Goods.
Your obligations to us that are secured	You give us security under this Pledge for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Debt').

Bank reference: SC4539544233

1. MEANING OF CERTAIN WORDS

1.1 The definitions in the Key Pledge Details table apply to the rest of this Pledge.

1.2 In this Pledge:

1.2.1 a person includes a body corporate;

1.2.2 when we use the singular, that includes the plural and vice versa;

1.2.3 when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;

1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';

1.2.5 when we use the term 'Bank's Obligation' we mean:

- (a) any and every documentary credit, draft, bill of exchange, promissory note, negotiable instrument of any kind, advance, bond, guarantee, indemnity, undertaking or other obligation issued, confirmed, undertaken, paid, accepted, negotiated, discounted, endorsed or made by us at your request;
- (b) any and every liability we have under any such obligation or under any renewal, extension, increase or variation of such obligation; and
- (c) any and every liability undertaken by us to any of our subsidiaries, affiliates or correspondents in respect of any such obligation or in respect of any renewal, extension, increase or variation of any such obligation;

1.2.6 when we use the term 'Commission' we mean any fee and/or commission charged by us in connection with any Bank's Obligation;

1.2.7 when we use the term 'Documentary Credit' we mean a documentary credit issued or confirmed by us at your request or for your account and any commitment by us to issue or confirm such credit, as any such credit or commitment may be extended and/or amended from time to time;

1.2.8 when we use the term 'Documents' we mean all drafts, bills of exchange, other negotiable instruments of any description, bills of lading and other documents of title, transportation documents, dock warrants, delivery orders, warehouse warrants and receipts and other storage documents, insurance policies and certificates and other instruments and other documents representing or relating to goods and/or produce (whether or not constituting or evidencing title to them) where the goods, produce and/or documents relating to them are in our actual or constructive possession or control (or that of our agents or nominees) or held by us or to our order (or by or to the order of our agents or nominees) or otherwise on our behalf (or on behalf of our agents or nominees) from time to time whether by deposit by you with us (or with our agents or nominees) and/or endorsement by you to us (or to our agents or nominees) and/or transfer by you to us (or to our agents or nominees) and/or otherwise and whether for custody, collection, security, presentation under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere;

1.2.9 when we use the term 'Goods' we mean the goods and/or produce to which the Documents relate;

1.2.10 when we use the term 'this Pledge' we mean this general pledge;

1.2.11 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies;

1.2.12 when we use the term "LLP" we mean a limited liability partnership under the Limited Liability Partnerships Act 2000;

1.2.13 if there is more than one of you, your liabilities to us in this Pledge will be joint and several.

2. IF YOU ARE A PARTNERSHIP OR TRUSTEES OF A TRUST

All partners or trustees from time to time shall be jointly and severally liable under this Pledge where you are a partnership or trust and it includes all partners or trustees, even if the constitution or name changes, you amalgamate or the partners or trustees change for any reason.

3. WHAT YOU AGREE TO PAY US

3.1 You will pay us, on demand, the Debt.

3.2 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

4. THE SECURITY YOU GIVE US

4.1 You give us, with full title guarantee, and as continuing security for the payment of the Debt:

4.1.1 a pledge over the Documents and the Goods; and

4.1.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of your present and future rights as the unpaid seller of the Goods.

4.2 You will hold any and all of the Documents and the Goods on trust for us if the security over any of them is ineffective.

5. WHAT YOU AGREE NOT TO DO

5.1 You will not:

5.1.1 create or allow any type of security to exist over the Documents or the Goods except any created in our favour or any expressly permitted in any other agreement between you and us; or

5.1.2 dispose of, or agree to dispose of, any right, title or interest in the Documents or the Goods other than any disposal to us.

6. YOUR OBLIGATIONS TO US

6.1 Whilst this Pledge is in place you will:

Documents

6.1.1 endorse the Documents in our favour, deposit the Documents with us or to our order and note our interests in the Documents and the Goods.

Goods

6.1.2 pay all the costs of, and incidental to, the transportation and storage of the Goods or otherwise connected with the Goods save where such costs are already being paid by a third party.

6.1.3 keep the Goods in good condition, and you won't do, or fail to do, anything which in our reasonable opinion may adversely affect the value of the security taken under this Pledge or the value of the Goods or our ability to enforce our rights relating to those Goods.

Payments

6.1.4 whenever requested by us and at your cost:

(a) execute such documents and deeds and do such acts as we may require in order to create or perfect in our favour a restriction on withdrawal or repayment of any amount paid by you to:

- (i) put us in funds to make a payment which we are authorised by this Pledge (or any other agreement between you and us) to make in connection with any Bank's Obligation; or
 - (ii) reimburse us for any payment (including by way of advance) which we were, when such payment was made, authorised by this Pledge (or any other agreement between you and us) to make in connection with any Bank's Obligation,
- (b) grant security in our favour over such amount,
- in each case to secure or support the Debt.

Further assistance you will provide

6.1.5 if we ask you, fully co-operate with us and do what we reasonably ask you to do:

- (a) in connection with:
 - (i) any interest conferred or intended to be conferred on us by; or
 - (ii) any of our rights, powers or remedies under, this Pledge;
- (b) to create, perfect or protect any security intended to be created by this Pledge; and
- (c) to enable us to exercise any of our rights under this Pledge.

7. AUTHORISATIONS

7.1 You authorise us to:

- 7.1.1 at your cost, take such steps and make such payments as we consider necessary to inspect, load, control, land, warehouse, store, transport or otherwise protect or deal with the Goods and/or insure the Goods against such risks as we think fit and receive and deal with insurance monies in any way we think fit.
- 7.1.2 notify any person of our interest in the Documents and/or the Goods.
- 7.1.3 take such arbitration or legal proceedings as we think fit in respect of the Documents and/or the Goods.
- 7.1.4 execute such documents and perform such acts as we may consider necessary in connection with the exercise of our powers and rights under this Pledge or for the purpose of perfecting our title to any of the Goods.
- 7.1.5 at our discretion and on such conditions as we think fit, in relation to any bill (whether or not drawn under a Documentary Credit):
 - (a) take conditional acceptances and/or acceptances for honour and/or extend the due date for payment;
 - (b) accept payment from the drawees or acceptors before maturity under rebate or discount;
 - (c) accept part payment before maturity and deliver a proportionate part of the Goods to the drawees or acceptors of the bills or the consignees of the Goods without any responsibility concerning the quality and/or valuation of such partial deliveries; and
 - (d) institute proceedings and to take steps for the recovery from the acceptors or endorser of any bill or any amount due in respect of such bill, despite our having debited your account with the amount of such bill.

- 7.2 You will reimburse us on demand for advances made against any Documents which have not been duly taken up on presentation or in respect of which payment has not been duly made to us.

8. WHEN WE CAN ENFORCE THIS PLEDGE

- 8.1 This Pledge will become enforceable if any of these events occur:

- 8.1.1 any of the Debt is not paid or discharged when due;
- 8.1.2 any of you breach any of your obligations under this Pledge or under any trust receipt relating to the Goods;
- 8.1.3 any of you enter into, or seek to propose, any composition or voluntary arrangement with your creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;
- 8.1.4 any of you are unable, or admit you are unable, to pay your debts as they fall due or you suspend, or threaten to suspend, payment of your debts;
- 8.1.5 an act, whether by any of you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or the receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings of, or in respect of, any of you;
- 8.1.6 any action is taken or any court order is made which adversely affects the Documents or the Goods;
- 8.1.7 any event jeopardises all or any part of the security created by this Pledge or otherwise jeopardises our interest in, and rights in relation to, the Documents or the Goods;
- 8.1.8 any other guarantee or security in favour of any member of the HSBC Group in respect of the Debt, the Documents or the Goods becomes enforceable;
- 8.1.9 any other event occurs which has been agreed by you and us as an event which makes this Pledge enforceable.

9. OUR RIGHT TO REALISE THE DOCUMENTS AND THE GOODS

At any time after this Pledge becomes enforceable, we may (a) assign, realise, sell, negotiate or otherwise dispose of all and any of the Documents and the Goods and (b) exercise all and any of the rights of the unpaid seller of the Goods.

10. NO LIABILITY AS MORTGAGEE IN POSSESSION

- 10.1 We will not be liable to account as mortgagee in possession in respect of any of the Documents or the Goods or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with any of the Documents or the Goods.
- 10.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Pledge and any of our officers, employees or agents may rely on this clause.

11. RELEASE OF PLEDGED GOODS

- 11.1 If any Documents and/or Goods are released to us by you or to your order then, unless we indicate otherwise in writing to you and whether or not a trust receipt is signed on delivery, you shall hold those Goods and the proceeds of sale thereof on trust for us. You will implement any instructions we give you in connection with the sale or other transfer of the Documents and/or Goods.

12. THE ORDER OF APPLICATION OF MONIES

- 12.1 All monies received, recovered or realised by us will be applied in the following order, subject to claims having priority to the security created by this Pledge:

- 12.1.1 in payment of all our costs, charges and expenses in the exercise of all or any of our powers and of any other outgoings properly payable by us.
- 12.1.2 in payment to us of the Debt.
- 12.1.3 in payment of any surplus to you or any other person entitled to it.

13. THE POWER OF ATTORNEY YOU GRANT US

Each of you, by way of security, irrevocably appoint us and anyone we transfer our rights and/or obligations to under this Pledge to act on your behalf as your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our rights, powers or remedies under, this Pledge and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

14. WE HAVE STATUTORY POWERS AND OTHER RIGHTS

- 14.1 At any time after this Pledge becomes enforceable and whether or not we are in possession of any of the Documents or the Goods we will have the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and we can exercise these rights free from the restrictions contained in section 103.
- 14.2 We may exercise any right or power under this Pledge without prior notice to you.

15. DELEGATION

We can delegate to any person all or any of our rights or powers.

16. WE CAN REDEEM PRIOR INTERESTS

We can redeem any prior interest in the Documents or the Goods or arrange the transfer of any of them to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Pledge has become enforceable, or after any power given by any interest having priority to the security created by this Pledge has become exercisable.

17. CONSOLIDATION

- 18. The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 will not apply to this Pledge.

19. OUR POWER TO REMEDY

We may (but we don't have to) do all things which in our reasonable opinion are required to remedy any breach by you of this Pledge.

20. REPRESENTATIONS

- 20.1 You confirm that at all times:

- 20.1.1 all of you together are the sole legal and beneficial owner of the Documents and Goods and have the right to pledge the Documents and Goods to us and to assign your rights as the unpaid seller of the Goods to us;
- 20.1.2 the Documents and Goods are free from any type of security (other than the security under this Pledge);
- 20.1.3 if you are a company, this Pledge does not breach your memorandum or articles of association.

21. INDEMNITY

You must indemnify us on demand against any costs, losses or liabilities we incur:

- 21.1.1 because of a breach by any of you of this Pledge;

21.1.2 in exercising any powers or purported powers under or in connection with this Pledge; or

21.1.3 otherwise in connection with any Bank's Obligations, Documents and/or Goods.

22. PROTECTION OF PURCHASERS

22.1 No purchaser or other person dealing with us or any delegate needs to:

22.1.1 ask whether any power or authority being exercised has arisen and is exercisable or be concerned with any notice suggesting otherwise;

22.1.2 see whether any authority or delegation has lapsed or been revoked; or

22.1.3 ask how any money they pay is going to be used.

23. COSTS AND EXPENSES

23.1 If we think we might, or if we have to, enforce or preserve our rights under, this Pledge or have to investigate any breach of this Pledge, you will promptly on demand pay us on a full indemnity basis our costs and expenses associated with us taking such action.

23.2 If we otherwise incur any costs or expenses in connection with the Documents, Goods, Debt or any Bank's Obligations, you will promptly on demand reimburse us on a full indemnity basis for such costs and expenses.

23.3 If you fail to make any payment under this Pledge on the date we make payment or on the date of demand (as applicable), we will charge you interest at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date we make payment or the date of demand (as applicable) until the date on which you make payment.

24. ADDITIONAL SECURITY, RIGHTS AND REMEDIES

This Pledge is in addition to and independent of any other guarantee or security which we may hold at any time for any of the Debt. Our rights and remedies under this Pledge are in addition to, and not in substitution for, any rights or remedies provided by law.

25. EFFECTIVENESS OF SECURITY

25.1 The security created under this Pledge and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:

25.1.1 any of you or any other person:

(a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;

(b) undergoes a change in members or status (legal or otherwise);

25.1.2 we:

(a) accept intermediate payment or discharge in whole or in part of the Debt;

(b) make any new facility available to any of you or extend, increase, amend, renew or otherwise vary or waive the Debt or the terms of any facility or this Pledge in any such case, however fundamentally and whether or not resulting in the Debt or this Pledge becoming more onerous;

(c) take any action (or do not take any action) against any of you or any other person in respect of any assets which you might hold;

(d) agree to release any other guarantee or security or to enter into a payment plan with any of you or any other person;

(e) grant time, waiver or consent to any of you or any other person;

- (f) transfer any of our rights under this Pledge or the Debt;
- (g) do, or fail to do, anything which might affect the enforceability of this Pledge;

25.1.3 any other agreement or security granted by any of you or any other person is not enforceable.

25.2 You waive any right you may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Pledge.

26. NEW ACCOUNTS

26.1 We may open a new account or accounts for you if we receive notice of any subsequent security or other interest affecting any of the Documents or the Goods.

26.2 If we do not open a new account then (unless we tell you in writing otherwise) any payment from you received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Debt.

26.3 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Debt.

27. PAYMENTS MADE BY YOU

27.1 You must make all payments without any deduction or withholding.

27.2 You will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.

27.3 You waive any present or future right of set off you have in respect of the Debt or payments under or in connection with this Pledge.

28. CALCULATIONS AND CERTIFICATES

Any rate or amount under this Pledge or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

29. CURRENCY CONVERSION

29.1 Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any of the Debt or any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.

29.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or currency unit to the currency in which such amount is payable.

What's the HSBC Exchange Rate?

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

30. ARRANGEMENTS WITH OTHERS

We may grant time, vary, release or make any other arrangement in respect of the Debt or any security or guarantee in respect of it. It will not affect this Pledge or your liability for the Debt.

31. SET-OFF

We may use any money you have in any account with us (except for trust or client accounts) to pay off any amount owed to us under this Pledge and we may debit to any such account the whole or any part of any amount owed to us under this Pledge even if the account is overdrawn or may become overdrawn as a result of such debit.

32. LIEN

We may exercise a lien over all of your property which comes into our possession under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere. We can sell any property we have a lien over and use the proceeds to pay off any of the Debt.

33. RELEASE OF THIS PLEDGE

33.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Pledge and the Documents and Goods from the security created under this Pledge once the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding.

33.2 Any release or reassignment of this Pledge or of any Document or Good from this Pledge is conditional upon any payment or security received by us in respect of the Debt not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.

34. TRANSFER OF RIGHTS

34.1 You can't transfer any of your rights and obligations under this Pledge.

34.2 We can transfer any of our rights and obligations under this Pledge to anyone. You agree to sign any additional documents that are required to carry out any such transfer as soon as possible after we ask.

35. SHARING OF INFORMATION

Each of you consent to us sharing any information about any of you, this Pledge, the Documents, the Goods or the Debt with:

35.1 any person that we might transfer or have transferred our rights to under this Pledge or the Debt;

35.2 any person that we might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;

35.3 any company within the HSBC Group;

35.4 any rating agency so it can carry out its normal rating activities;

35.5 any person that we have to share that information with in connection with any litigation or similar proceedings;

35.6 any person that we are required or requested to share that information with by any regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;

35.7 any insurer who is or who proposes to provide insurance to us in respect of the Debt; and

35.8 any affiliates or professional advisers of any of the above persons.

36. THIS PLEDGE

If any part of this Pledge is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Pledge in respect of the relevant jurisdiction. The rest of this Pledge will continue to be valid and enforceable.

37. **NOTICES**

37.1 **Communication by post**

If we send a letter to you, at your last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this Pledge 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where we, as a bank, are open for business.

37.2 **Communication by electronic channel**

If we send an email to you or use a platform or other electronic channel, the email will be deemed to be received at the time it is sent or, as applicable, at the time the notice or demand is notified to you on the relevant platform or electronic channel.

37.3 **Deemed notice**

If any of you receive a letter or email from us, you will all have been deemed to have received the notice or information given in that letter or email.

38. **COUNTERPARTS**

This Pledge 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 Pledge.

39. **THIRD PARTY RIGHTS**

39.1 Unless expressly provided to the contrary in this Pledge, a person who is not a party to this Pledge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Pledge.

39.2 The consent of any person who is not a party to this Pledge is not required to rescind or vary this Pledge at any time.

40. **GOVERNING LAW & JURISDICTION**

40.1 English law governs this Pledge, its interpretation and any non-contractual obligation arising from or connected with it.

40.2 We and each of you submit to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual) arising from or in connection with this Pledge.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by each of you and is now delivered on the date mentioned above.

This is an important legal document. We strongly recommend that each of you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by

Gardiner Colours Limited
acting by a
director

JAMES GARDNER

Director

(name of director)

{REDACTED}

in the presence of:

{REDACTED}

Signature of Witness

Print full name

CHARLOTTE STEAD

Address

{REDACTED}

{REDACTED}

Occupation

FINANCE AND ADMINISTRATION MANAGER

OR

Executed as a deed by

Gardiner Colours Limited
acting by
two directors or a director and the
secretary

Director

(name of director)

Director/Secretary

(name of director/secretary)