



Registration of a Charge

Company name: **BEAVERBROOKS THE JEWELLERS LTD**

Company number: **00321773**

Received for Electronic Filing: **05/07/2019**



X892ESFD

Details of Charge

Date of creation: **05/07/2019**

Charge code: **0032 1773 0002**

Persons entitled: **SUSAN GRAHAM AND PAUL HOLLYAS AS TRUSTEES OF
BEAVERBROOKS THE JEWELLERS LIMITED STAFF PENSION AND LIFE
ASSURANCE PLAN**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 41 AND 42 COMMERCIAL
STREET, LEEDS, WEST YORKSHIRE AND REGISTERED AT HM LAND
REGISTRY WITH TITLE NUMBER WYK23210**

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:

FLADGATE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 321773

Charge code: 0032 1773 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2019 and created by BEAVERBROOKS THE JEWELLERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2019 .

Given at Companies House, Cardiff on 8th July 2019

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

fladgate

Date: 5 July 2019

LEGAL MORTGAGE

relating to 41 and 42 Commercial Street, Leeds,
West Yorkshire

BEAVERBROOKS THE JEWELLERS LTD

and

**BEAVERBROOKS THE JEWELLERS LIMITED
STAFF PENSION AND LIFE ASSURANCE PLAN**

Ref: GDS/26347.0143

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DATE: 5 JULY 2019

2019

PARTIES:

- (1) **BEAVERBROOKS THE JEWELLERS LTD** (company number 00321773) whose registered office is at Adele House, Park Road, St Annes On Sea, Lancashire, FY8 1RE (**Chargor**); and
- (2) **SUSAN GRAHAM AND PAUL HOLLYAS as trustees of BEAVERBROOKS THE JEWELLERS LIMITED STAFF PENSION AND LIFE ASSURANCE PLAN** (**Chargee**).

Preliminary

- (A) The Chargor enters into this agreement in connection with the Chargee giving the Chargor time and accommodation in relation to liabilities owed by the Chargor to the Chargee.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. Definitions and interpretation

Definitions

- 1.1 In this agreement including the schedules the following words and expressions have the following meanings:

Act	the Law of Property Act 1925.
Bank Lending	a revolving credit facility provided by National Westminster Bank plc pursuant to a facility agreement and debenture dated on or about the date of this agreement.
Company Contributions	in relation to each year, the annual contributions agreed between the Chargor and Chargee to be paid by the Chargor to the Beaverbrooks The Jewellers Limited Staff Pension and Life Assurance Plan.
Insolvency Event	the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets
Mortgaged Property	all freehold or leasehold property included in the definition of Security Asset.
Party	a party to this agreement.
Permitted Security	a debenture entered into by the Chargor in favour of National Westminster Bank plc dated on or about the date of this agreement.
Receiver	a receiver or receiver and manager or administrative receiver, in each case appointed under this agreement.
Security	any 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.
Security Asset	any asset of the Chargor which is, or is expressed to be, subject to any Security created by this agreement.
Secured Liabilities	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee.
Security Period	the period beginning on the date of this agreement and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
Third Party Act	Contracts (Rights of Third Parties) Act 1999

Construction

1.2

- 1.2.1 Unless a contrary indication appears, a reference in this agreement to:
 - 1.2.1.1 an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - 1.2.1.2 any **rights** in respect of an asset includes:
 - 1.2.1.2.1 all amounts and proceeds paid or payable;
 - 1.2.1.2.2 all rights to make any demand or claim; and
 - 1.2.1.2.3 all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
 - 1.2.1.3 the term **this Security** means any Security created by this agreement.
- 1.2.2 Any covenant of the Chargor under this agreement (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.3 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

Third party rights

1.3

- 1.3.1 Unless expressly provided to the contrary in this agreement, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this agreement.
- 1.3.2 Notwithstanding any term of this agreement, the consent of any person who is not a Party is not required to rescind or vary this agreement at any time.

- 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3.2 and the provisions of the Third Parties Act.

2. Creation of Security

General

- 2.1 All the security created under this agreement:
- 2.1.1 is created in favour of the Chargee;
 - 2.1.2 is created over present and future Security Assets of the Chargor;
 - 2.1.3 is security for the payment of all the Secured Liabilities; and
 - 2.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

Land

- 2.2
- 2.2.1 The Chargor charges:
 - 2.2.1.1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1; and
 - 2.2.1.2 (to the extent that they are not the subject of a mortgage under clause 2.2.1.1) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
 - 2.2.2 A reference in this clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - 2.2.2.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - 2.2.2.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants.

Plant and machinery

- 2.3 To the extent that they are not the subject of a mortgage or a first fixed charge under clause 2.2, the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

3. Restrictions on Dealings

Security

- 3.1 The Chargor must not create or permit to subsist any Security on any Security Asset other than Permitted Security.

Disposals

- 3.2 The Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4. Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer. (Standard Form P)".

5. When Security Becomes Enforceable

Event of Default

- 5.1 This Security will become immediately enforceable if an Insolvency Event occurs and is continuing unremedied and unwaived.

Discretion

- 5.2 After this Security has become enforceable, the Chargee may enforce all or any part of this Security in any manner it sees fit.

Statutory powers

- 5.3 The power of sale and other powers conferred by section 101 of the Act, as amended by this agreement, will be immediately exercisable at any time after this Security has become enforceable.

6. Enforcement of Security

General

6.1

- 6.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this agreement.
- 6.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- 6.1.3 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

No liability as mortgagee in possession

- 6.2 Neither the Chargee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

Privileges

- 6.3 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

Protection of third parties

- 6.4 No person (including a purchaser) dealing with the Chargee or a Receiver or its or his/her agents will be concerned to enquire:
- 6.4.1 whether the Secured Liabilities have become payable;
 - 6.4.2 whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - 6.4.3 whether any money remains due in respect of the Secured Liabilities; or
 - 6.4.4 how any money paid to the Chargee or to that Receiver is to be applied.

Redemption of prior mortgages

6.5

- 6.5.1 At any time after this Security has become enforceable, the Chargee may:
- 6.5.1.1 redeem any prior Security against any Security Asset; and/or
 - 6.5.1.2 procure the transfer of that Security to itself; and/or
 - 6.5.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 6.5.2 The Chargor must pay to the Chargee, immediately on demand, the costs (including but not limited to legal costs) and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7. Receiver

Appointment of Receiver

7.1

- 7.1.1 Except as provided below, the Chargee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- 7.1.1.1 this Security has become enforceable; or
 - 7.1.1.2 the Chargor so requests to the Chargee at any time.
- 7.1.2 Any appointment under clause 7.1.1 may be by deed, under seal or in writing under its hand.
- 7.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this agreement.
- 7.1.4 The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 7.1.5 The Chargee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Chargee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

Removal

- 7.2 The Chargee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

Remuneration

- 7.3 The Chargee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

Agent of the Chargor

7.4

- 7.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 7.4.2 The Chargee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

Relationship with Chargee

- 7.5 To the fullest extent allowed by law, any right, power or discretion conferred by this agreement (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Chargee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

8. Powers of Receiver

General

8.1

- 8.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred on it by any law. This includes:
- 8.1.1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- 8.1.1.2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- 8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this agreement individually and to the exclusion of any other Receiver.

Possession

- 8.2 A Receiver may take immediate possession of, get in and realise any Security Asset.

Carry on business

- 8.3 A Receiver may carry on any business of the Chargor in any manner he/she thinks fit in respect of the Security Assets.

Borrow money

- 8.4 A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

Sale of assets

8.5

- 8.5.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- 8.5.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- 8.5.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

Leases

- 8.6 A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

Compromise

- 8.7 A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

Legal actions

- 8.8 A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

Receipts

- 8.9 A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

Subsidiaries

- 8.10 A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

Delegation

- 8.11 A Receiver may delegate his/her powers in accordance with this agreement.

Lending

- 8.12 A Receiver may lend money or advance credit to any person.

Protection of assets

- 8.13 A Receiver may:
- 8.13.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
 - 8.13.2 commence and/or complete any building operation; and
 - 8.13.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,
- in each case as he/she thinks fit.

Other powers

- 8.14 A Receiver may:
- 8.14.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this agreement or law;
 - 8.14.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
 - 8.14.3 use the name of the Chargor for any of the above purposes.

9. Application of Proceeds

All amounts from time to time received or recovered by the Chargee or any Receiver pursuant to the terms of this agreement or in connection with the realisation or enforcement of all or part of this Security will be held by the Chargee and applied against the Secured Liabilities. This clause 9:

- 9.1 is subject to the payment of any claims having priority over this Security; and
- 9.2 does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

10. Expenses and Indemnity

The Chargor must:

- 10.1 within 5 Business Days on demand pay to the Chargee the amount of all costs and expenses (including, but not limited to, legal fees) incurred by the Chargee in connection with this agreement including any arising from any actual or alleged breach by any person of any law or regulation; and
- 10.2 keep the Chargee indemnified against any failure or delay in paying those costs or expenses.

11. Delegation

Power of attorney

- 11.1 The Chargee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this agreement.

Terms

- 11.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Chargee or that

Receiver (as the case may be) may, in its discretion, think fit in the interests of the Chargee.

Liability

- 11.3 Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

12. Further assurances

- 12.1 The Chargor must promptly, at its own expense, take whatever action the Chargee or a Receiver may require for:

- 12.1.1 perfecting or protecting any security over any Security Asset; or
- 12.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- 12.2 The action that may be required under clause 12.1 includes:

- 12.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Chargee or to its nominees; or
- 12.2.2 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Chargee may consider necessary or desirable.

13. Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this agreement or generally for enabling the Chargee or any Receiver to exercise the respective powers conferred on them under this agreement or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 13.

14. Miscellaneous

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

15. Release

At the end of the Security Period or, if earlier, if the Bank Lending is repaid in full and cancelled, the Chargee must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

16. Assignment

The Chargee may not assign its rights under this agreement to any person without the prior written consent of the Chargor.

17. Governing law

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

18. Execution as a deed

This agreement has been executed as a deed but is not delivered until it has been dated.

Schedule 1
Real Property

The freehold property known as 41 and 42 Commercial Street, Leeds, West Yorkshire and registered at HM Land Registry with title number WYK23210

Signatories

CHARGOR

Executed as a deed by
BEAVERBROOKS THE JEWELLERS LTD
acting by a director in the presence of:

Signature...

Print name... Anna Blackburn

Witness' signature:

Witness' name: P. WALKER

Address: 16 NORWICH RD
BLACKPOOL
LANCS FY3 6AL

Occupation: HEAD OF IT

CHARGE

Executed as a deed by **SUSAN GRAHAM** as
Trustee of **BEAVERBROOKS THE**
JEWELLERS LIMITED STAFF PENSION
AND LIFE ASSURANCE PLAN
in the presence of:

Signature...

Print name... SUSAN GRAHAM

Witness' signature:

Witness' name: MICHELLE SCOTT

Address: 1 BROADFIELD AVE
BLACKPOOL FY4 3RA

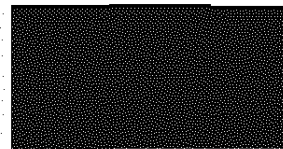
Occupation: FINANCE MANAGER

Executed as a deed by

**PAUL HOLLYAS as Trustee of
BEAVERBROOKS THE JEWELLERS
LIMITED STAFF PENSION AND LIFE
ASSURANCE PLAN**
in the presence of:

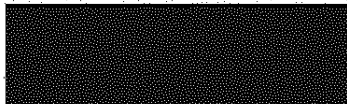
Signature.....

Print name.....



PAUL HOLLYAS

Witness' signature:



Witness' name:

Amanda Luddy

Address:

22 Belvedere Gardens
Blackpool FY4 3NA

Occupation:

Directors Secretary