



Registration of a Charge

Company name: **GROSVENOR FACILITIES MANAGEMENT LIMITED**

Company number: **03089465**



X836SR01

Received for Electronic Filing: **11/04/2019**

Details of Charge

Date of creation: **27/03/2019**

Charge code: **0308 9465 0005**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

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: **HILARY BARLOW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3089465

Charge code: 0308 9465 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2019 and created by GROSVENOR FACILITIES MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2019 .

Given at Companies House, Cardiff on 12th April 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

We hereby certify that this is a
true copy of the original.
True copy 29.03.19
WARE & KAY, Solicitors, York

Guarantee - Cross-company

This Deed is made on *27th March*

2019

Between

- (1) **Synergize Ltd** (registered in England with number 05294958) whose registered office is at Unit 8 Fusion Court, Aberford Road Garforth, Leeds, West Yorkshire, LS25 2GH (**Company**);
- (2) **The companies listed in the schedule to this Deed** (together with the Company, each a **Guarantor** and together the **Guarantors**); and
- (3) **Santander UK plc** (registered in England with number 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN as security trustee for each of itself and each Secured Party (**Santander**, which expression shall include its successors in title, assigns and transferees).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Affiliate means, in relation to a person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company, in each case, from time to time

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Guaranteed Obligations means:

- (a) all monies and liabilities now or after the date of this Deed due, owing or incurred to any Secured Party by any Obligor whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses charged or incurred by any Secured Party in respect of such monies and liabilities
- (b) the due and proper performance and observance of all present and future obligations of any Obligor to any Secured Party under or in connection with any agreement or arrangement from time to time between any Secured Party and any Obligor if and when they become performable in accordance with the terms of such agreements or arrangements, together with all actual costs, charges and expenses incurred by the relevant Secured Party in respect of such obligations

Guarantee Period means the period beginning on the date of this Deed and ending on the date on which Santander is satisfied that the Guaranteed Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by any Secured Party to all the Obligors have been cancelled

Holding Company means, in relation to a person, any person in respect of which it is a Subsidiary

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

Obligor means each Guarantor

Relevant Jurisdiction means, in relation to a Guarantor, its jurisdiction of incorporation, any jurisdiction where it conducts its business and the jurisdiction whose laws govern the perfection of any of this Deed

Secured Party means Santander UK plc and its Affiliates

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Tax Deduction means a deduction or withholding for or on account of Tax from a payment to any Secured Party

VAT means value added tax at the rate in force for the time being

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) Santander, any Secured Party, any Affiliate of a Secured Party, a Guarantor, the Company or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of Santander, any person for the time being appointed as security trustee for the Secured Parties;
 - (ii) an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;
 - (iii) a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before, on or after the date of this Deed; and
 - (iv) a time of day is a reference to London time.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any words importing the singular shall include the plural and vice versa only.

2 Guarantee and Indemnity

2.1 Guarantee and Indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Secured Party punctual performance by each other Obligor of the Guaranteed Obligations;
- (b) undertakes with each Secured Party that whenever another Obligor does not pay any amount or perform any obligation when due under or in connection with any Guaranteed Obligation to a Secured Party, that Guarantor shall immediately on demand pay that amount or perform that obligation as if it were the principal obligor; and
- (c) agrees with each Secured Party that if, for any reason, any amount claimed by a Secured Party under this clause 2 is not recoverable on the basis of a guarantee (including, but not limited to a situation where any Guaranteed Obligation is or becomes unenforceable, invalid or illegal), as an independent and primary obligation it will and will be liable as a principal debtor and primary obligor to indemnify and keep indemnified that Secured Party in full on demand against any and all costs, losses, liabilities, claims, demands, damages and expenses it suffers or incurs as a result of an Obligor not paying any amount on the date when it is expressed to be due or performing an obligation when it is due to be performed. The amount payable by a Guarantor under this Indemnity will not exceed the amount it would have had to pay under this clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Continuing guarantee

This Deed is a continuing guarantee and will extend to the ultimate balance of the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.

2.3 Reinstatement

- (a) If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- (b) Without prejudice to the generality of clause 2.3(a), if Santander believes that any amount paid by any Obligor or any other person in respect of the Guaranteed Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

2.4 Waiver of defences

The obligations of each Guarantor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of such entity or person;
- (c) the taking, variation, compromise, exchange, renewal, release or discharge of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity (including death or insanity) or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person or any notice of any of the foregoing;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any agreement or security including, without limitation, any change in purpose of, any extension of or increase in any facility or the addition of any new facility under any agreement or security providing for or entered into in connection with the Guaranteed Obligations;
- (f) any irregularity, frustration, unenforceability, illegality or invalidity of any obligation of any person under any agreement or security;
- (g) any insolvency, bankruptcy or compulsory or voluntary liquidation of any Obligor, any appointment or presentation of a petition for the appointment of an administrator or administrative receiver or any steps being taken to appoint the same in respect of any Obligor, any winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Obligor or any other person; or
- (h) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations.

2.5 Guarantor Intent

Without prejudice to the generality of clause 2.4, each Guarantor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any agreement providing for any Guaranteed Obligation and/or any facility or amount made available by any Secured Party to any Obligor for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;

- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

2.6 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Deed. This waiver applies irrespective of any law or any provision of any agreement or other instrument to the contrary.

2.7 Appropriations

Until the Guaranteed Obligations have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Guarantor or on account of any Guarantor's liability under this Deed.

2.8 Deferral of the Guarantors' rights

Until the Guaranteed Obligations have been irrevocably paid in full and all obligations which may be or become performable by the Obligor to each Secured Party have been performed in full and unless Santander otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations in respect of the Guaranteed Obligations or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any Obligor of any Obligor's obligations to the relevant Secured Party;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of a Secured Party in respect of the Guaranteed Obligations or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Obligations by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 2.1;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for Santander to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors to be repaid in full and shall promptly pay or transfer the same to Santander or as Santander may direct for application towards the Guaranteed Obligations.

2.9 Release of Guarantors' right of contribution

If any Guarantor (**Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of any agreement creating a Guaranteed Obligation (**Relevant Agreement**) for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Relevant Agreement; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Relevant Agreement to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Relevant Agreement or of any other security taken pursuant to, or in connection with, any Relevant Agreement where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

3 Representations

Each Guarantor makes the representations set out in this clause 3 to Santander for the benefit of each Secured Party.

3.1 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

3.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

3.3 Non-conflict with other obligations

- (a) The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument.
- (b) It is not in default under any agreement to which it is a party to an extent or in a manner which might have a material adverse effect on its ability to perform its obligations under this Deed.

3.4 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the giving of the guarantee and indemnity contemplated by this Deed.

3.5 Validity and admissibility in evidence

All authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed and to make this Deed admissible in evidence in its Relevant Jurisdictions have been obtained or effected and are in full force and effect.

3.6 Acting as principal

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party.

3.7 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- (b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its Relevant Jurisdictions.

3.8 No filing or stamp taxes

It is not necessary under the laws of its Relevant Jurisdictions that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

3.9 No adverse consequences

- (a) It is not necessary under the laws of its Relevant Jurisdictions in order to enable Santander to enforce its rights under this Deed or by reason of the execution of this Deed or the performance by it of its obligations under this Deed, that any Secured Party should be licensed, qualified or otherwise entitled to carry on business in any Relevant Jurisdiction of any Guarantor.
- (b) No Secured Party is or will be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Guarantor by reason only of the execution, performance and/or enforcement of this Deed.

3.10 Deduction of tax

It is not required under the law of its jurisdiction of incorporation to make any deduction for or on account of tax from any payment it may make under this Deed.

3.11 Insolvency

It has not taken any corporate action nor have any other procedures or steps been taken or legal proceedings been started or (to the best of the Guarantor's knowledge and belief)

threatened against it for its winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or similar officer of it or of any or all of its assets or undertaking which has not been withdrawn, struck out or otherwise dismissed.

3.12 Repetition

The representations and warranties in this clause 3 are deemed to be made by each Guarantor by reference to the facts and circumstances then existing on each day during the Guarantee Period.

4 Payment Mechanics

4.1 All payments by a Guarantor under this Deed shall be made for value on the due date at the time and in the currency in which the Guaranteed Obligations are due and payable or in such funds specified by Santander as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

4.2 Payment shall be made to such account with such bank as Santander specifies.

4.3 All payments to be made by a Guarantor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5 Tax gross-up

5.1 Each Guarantor shall make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.

5.2 If a Tax Deduction is required by law to be made by a Guarantor, the amount of the payment due from that Guarantor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

5.3 If a Guarantor is required to make a Tax Deduction, that Guarantor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

5.4 Each relevant Guarantor shall deliver to Santander evidence reasonably satisfactory to Santander that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

6 Currency clauses

If a payment is made to Santander under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), Santander may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Guarantors will remain liable for such shortfall and such shortfall shall form part of the Guaranteed Obligations.

7 Remedies and waivers

- 7.1 No failure to exercise, nor any delay in exercising, on the part of Santander or any other Secured Party, any right or remedy available to it under this Deed or otherwise in respect of the Guaranteed Obligations shall operate as a waiver of any such right or remedy or constitute an election to affirm any document providing for or entered into in connection with the Guaranteed Obligations. No election to affirm any document providing for or entered into in connection with the Guaranteed Obligations on the part of a Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent or restrict any further exercise of that or any other right or remedy.
- 7.2 The rights and remedies provided in this Deed and any other agreement providing for or entered into in connection with the Guaranteed Obligations are cumulative and not exclusive of any rights or remedies provided by law.

8 Notices

All notices, demands and any consent must be in writing. Santander may serve a notice or demand on any Guarantor at that Guarantor's registered address. A notice or demand by Santander will be effective at the time of personal delivery or at 9.00am on the second Business Day after posting. A notice from a Guarantor to Santander must be addressed to The Manager, Middle Office Securities Team, Santander UK plc, 6 South Admin, Bridle Road, Bootle, Merseyside L30 4GB and will be effective on receipt, if received before 4.00pm on a Business Day, or otherwise on the next Business Day.

9 Assignment

- 9.1 Santander and each Secured Party may assign or otherwise transfer or deal with all or any of its rights under this Deed.
- 9.2 No Guarantor may assign or otherwise transfer or deal with all or any of its rights or obligations under this Deed in whole or in part or enter into any transaction which would result in any of those rights or obligations passing to another person or something having similar effect.

10 Certificates and determinations

Any certificate or determination by Santander of a rate or an amount is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

11 Miscellaneous

- 11.1 A Secured Party may set off any matured obligation due from a Guarantor and unpaid or any contingent obligation from a Guarantor against any obligation (whether or not matured) owed by that Secured Party to that Guarantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 11.2 If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such term under the law of any other jurisdiction will in any way be affected or impaired.

- 11.3 This Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.
- 11.4 Unless otherwise stated in this Deed a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- 11.5 This Deed is intended to take effect as a deed notwithstanding the fact that any party to this Deed may only execute this Deed under hand.

12 Fees, costs and expenses

12.1 Transaction expenses

Each Guarantor shall promptly on demand pay Santander the amount of all costs, fees and expenses (including legal fees and stamp duties) together with any associated VAT reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

12.2 Enforcement and preservation costs

Each Guarantor shall, within 3 Business Days of demand, pay to Santander on a full indemnity basis the amount of all costs, fees and expenses (including legal fees and stamp duties) together with any associated VAT incurred by Santander in connection with the enforcement of or the preservation of any rights under this Deed and proceedings instituted by or against Santander as a consequence of taking or holding this Deed or enforcing these rights.

12.3 Interest on late payments

If any Guarantor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 2% per year. Any interest accruing under this clause 12.3 shall be immediately payable by the Guarantors on demand by Santander.

13 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England.

14 Enforcement

14.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (Dispute).
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- (c) This clause 14 is for the benefit of Santander. As a result, Santander shall not be prevented from taking proceedings relating to a Dispute in any other courts with

jurisdiction. To the extent allowed by law, Santander may take concurrent proceedings in any number of jurisdictions.

14.2 Service of process

The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 14.2 which shall instead be served in accordance with this clause 14.2. Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clause 8.

15 Counterparts

This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

This Deed has been executed as a Deed by the Guarantors and signed by Santander on the date stated at the beginning of this Deed.

The Schedule**Guarantors**

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation
Depet Management Services Limited	08813461	England and Wales
GH Newco 1 Limited	07936888	England and Wales
Grosvenor Facilities Management Limited	03089465	England and Wales
Grosvenor House Group Holdings Limited	05389464	England and Wales
Grosvenor House Group Limited	01819984	England and Wales

SIGNATURES TO THE GUARANTEE

The Guarantors

Executed as a deed by)
Synergize Ltd)
acting by Alexander Toby Shedden Parry in the) Director
presence of)


Signature of witness

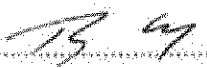
Name ALASTAIR HOPPS

Address 4 Grange, Cardale Park, Harrogate
HG3 14Y

Board Approval

We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution
of the Board of Directors of Synergize Ltd properly passed on 22nd March 2019

Date

Signed  (Director)

The Guarantors

Executed as a deed by
Depet Management Services Limited
acting by Alexander Toby Shedden Parry in the
presence of

Director

Signature of witness

Name ALEXANDER HOPKINS

Address 6, Greengate, Cardale Park, Margate

163, 167

Board Approval

We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution of the Board of Directors of **Depet Management Services Limited** properly passed on.....

Date 22nd March 2019

Signed [Signature] (Director)

The Guarantors

Executed as a deed by

GH Newco 1 Limited

acting by Robert Austin in the presence of

) RT Austin
)
)
) Director

[Signature]

Signature of witness

Name Rebecca Farsman

Address Springlands

Coniston LA21 8HT

Board Approval

We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution of the Board of Directors of GH Newco 1 Limited properly passed on 22nd March 2019

Date 22nd March 2019

Signed RT Austin (Director)

The Guarantors

Executed as a deed by)
Grosvenor Facilities Management Limited)
 acting by Alexander Toby Shedden Parry in the) **Director**
 presence of)

Signature of witness:

Name ALVIN R. HOPPS

Address 4 Greengate, Cordale Park,
Marzgate, H63 1GY

Board Approval

We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution of the Board of Directors of Grosvenor Facilities Management Limited properly passed on.....

Date 22nd March 2019

Signed _____ (Director)

The Guarantors

Executed as a deed by
Grosvenor House Group Holdings Limited
acting by Robert Austin in the presence of

)
)
)

RT Austin
.....
Director

[Signature]
.....
Signature of witness

Name *Rebecca Fersman*
.....

Address *Springlands*
.....

Coniston LA21 8HD
.....

Board Approval

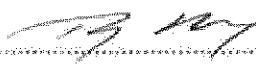
We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution of the Board of Directors of Grosvenor House Group Holdings Limited properly passed on *22nd March 2019*

Date *22nd March 2019*
.....

Signed *RT Austin* (Director)
.....

The Guarantors

Executed as a deed by
Grosvenor House Group Limited
acting by Alexander Toby Shedden Parry in the
presence of

)
)
) 
) Director


Signature of witness

Name ALASTAIR HOPPS


Address 4, Grange, Ladbroke Park

Manor, W2 1LT

Board Approval

We hereby certify that the acceptance of, and entry into, this Guarantee was approved by a resolution of the Board of Directors of Grosvenor House Group Limited properly passed on 22nd March 2014

Date 22nd March 2014

Signed  (Director)

Santander

Signed by ♦

duly authorised
for and on behalf of
Santander UK plc

)
)
)
)
)

Details of our complaints procedure

We aim to provide a good service, but if we have not provided you with the service you expect or if we make a mistake we want you to tell us. By telling us about it we can try to put things right for you and stop it from happening again. The quickest and easiest way is by telling us about your concern and you can do this either by:

- Making a telephone call to your local Relationship Team or our Corporate Services team on 0800 085 2090;
- Contacting us online at santander.co.uk/contact-us/complaints; or
- Providing details of your concern to us in writing at Santander UK plc, Santander Corporate and Commercial Complaints Team, Zone 1/3 South, 301 St Vincent Street, Glasgow, UK, G2 5NB.

Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at santander.co.uk/contact-us/complaints. You may also be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services providers. You can find out more information about the Financial Ombudsman Service and whether you might be able to refer your complaint to them at www.financial-ombudsman.org.uk.



Use of my information

What we do with your information

The following section sets out how your personal data may be used. Please note that any references in this section to 'you' or 'your' are references to Santander Corporate & Commercial and other companies in the Santander Group and any references to 'my' or 'I' refers to you the customer.

Introduction

My personal data is data which by itself, or with other data available to you, can be used to identify me. You are Santander Corporate & Commercial which is a brand name of Santander UK plc, Abbey National Treasury Services plc (which also uses the brand name Santander Global Corporate Banking) and Santander Asset Finance plc, the data controllers. This data protection statement sets out how you'll use my personal data. I can contact your Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if I have any questions.

This statement relates to the use of personal data obtained on the directors, shareholders, beneficial owners or any named official who will see the transactions on this account, policy, product or service I've applied for. It covers the processing of personal data whether or not I become a customer and includes any processing of personal data before I apply for a product or service. Any references to 'you' or 'your' are references to Santander Corporate and Commercial.

Where there are two or more people named on this document, I understand this data protection statement applies to each person separately.

The types of personal data you collect and use

Whether or not I become a customer, you'll use my personal data for the reasons set out below and if I become a customer you'll use it to manage the account, policy, product or service I've applied for. You'll collect most of this **directly** during the application process. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data you use may be about me as a personal or business customer and may include:

- Full name and personal details, including contact information (e.g. home and business address and address history, email address, home, business and mobile phone numbers);
- Date of birth and/or age (e.g. to make sure that I'm eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services I've obtained or applied for, how I use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for Touch ID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources, as well as information on any financial associates I may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants I have);
- Education and employment details/employment status for credit and fraud prevention purposes;
- Personal data about other named applicants. I must have their authority to provide their personal data to you and share this data protection statement with them beforehand together with details of what I've agreed on their behalf; and
- Contact details and information about my business if I am a prospective customer.

Providing my personal data

You'll tell me if providing some personal data is optional, including if you ask for my consent to process it. In all other cases I must provide my personal data so you can process my application (unless I'm a customer and you already hold my details).

Monitoring of communications

Subject to applicable laws, you'll monitor and record my calls, emails, text messages, social media messages and other communications relating to my dealings with you. You'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of your communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when you need to see a record of what's been said. You may also monitor activities on my account where necessary for these reasons, and this is justified by your legitimate interests or your legal obligations.

Using my personal data: the legal basis and purposes

You'll process my personal data:

1. As necessary to perform your contract with me for the relevant account, policy or service:
 - a) To take steps at my request prior to entering into it;
 - b) To decide whether to enter into it;
 - c) To manage and perform that contract;
 - d) To update your records; and
 - e) To trace my whereabouts to contact me about my account and recovering debt.
2. As necessary for your own legitimate interests or those of other persons and organisations, e.g.:
 - a) For good governance, accounting, and managing and auditing your business operations;
 - b) To search at credit reference agencies if I'm over 18 and apply for credit;
 - c) To monitor emails, calls, other communications, and activities on my account;
 - d) For market research, analysis and developing statistics;
 - e) To send me marketing communications, including automated decision making relating to this; and
 - f) To identify and contact potential customers using publically available information and internal insight.
3. As necessary to comply with a legal obligation, e.g.:
 - a) When I exercise my rights under data protection law and make requests;
 - b) For compliance with legal and regulatory requirements and related disclosures;
 - c) For establishment and defence of legal rights;
 - d) For activities relating to the prevention, detection and investigation of crime;
 - e) To verify my identity, make credit, fraud prevention and anti-money laundering checks; and
 - f) To monitor emails, calls, other communications, and activities on my account.
4. Based on my consent, e.g.:
 - a) When I request you to disclose my personal data to other people or organisations such as a company handling a claim on my behalf, or otherwise agree to disclosures;
 - b) When you process any special categories of personal data about me at my request (e.g. my racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning my health, sex life or sexual orientation); and
 - c) To send me marketing communications where you've asked for my consent to do so.

I'm free at any time to change my mind and withdraw my consent. The consequence might be that you can't do certain things for me.

Sharing of my personal data

Subject to applicable data protection law you may share my personal data with:

- * The Santander group of companies and associated companies in which you have shareholdings and employees, officers, agents or professional advisors of these companies;
- * Sub-contractors and other persons who help you provide your products and services;
- * Companies and other persons providing services to you;
- * Your legal and other professional advisors, including your auditors;
- * Fraud prevention agencies, credit reference agencies, and debt collection agencies when you open my account and periodically during my account or service management;
- * Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- * Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- * Courts, to comply with legal requirements, and for the administration of justice;
- * Other parties where necessary in an emergency or to otherwise protect my vital interests;
- * Other parties where necessary to protect the security or integrity of your business operations;
- * Other parties connected with my account e.g. directors, shareholders, beneficial owners or any named official who will see my transactions;
- * Other parties when you restructure or sell your business or its assets or have a merger or re-organisation;
- * Market research organisations who help to improve your products or services;
- * Payment systems (e.g. Visa or Mastercard) if you issue cards linked to my account, who may transfer my personal data to others as necessary to operate my account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending my personal data overseas;
- * External sources of publically available information such as D&B Hoovers, Companies House, and credit reference agencies; and other internal insight; and
- * Anyone else where you have my consent or as required by law.

International transfers

My personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

International corridors

Where I may have international business needs, you will share information relating to my company, products and accounts, including transactional information, with Banco Santander S.A., Santander group companies and other partner banks who may be based in other countries, to better support the international operations of my company and decide whether to offer my company other products and services. For more information on who those other Santander group companies or other partner banks are, I can contact my Relationship Director. The data shared will include information on my company's financial position, its auditable accounts, its directors and shareholders and any information held about the company by Santander, such as

Information about transactions carried out on my accounts with Santander and information regarding any other products and services that I receive from you. You will do this on the basis of your legitimate interests. If I do not want you to share my data in this way I can speak to you. Unless I have agreed otherwise, if you believe I may have international business needs you will check whether I have accounts held with other Santander group companies. If there are products or services that you or your group of companies or partner banks think may meet my needs you may tell me about these. I can amend my marketing preferences at any time by contacting you.

Data anonymisation and aggregation

My personal data may be converted into statistical or aggregated data which can't be used to identify me, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

Identity verification and fraud prevention checks

The personal data you've collected from me at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify my identity. If fraud is detected, I could be refused certain services, finance or employment in future. You may also search and use your internal records for these purposes. Further details on how my personal data will be used by you and these fraud prevention agencies, and my data protection rights, can be found in the 'Using My Personal Data' booklet. You may also hold all the information I give to you (i.e. name, address, date of birth, nationality) to undertake periodic due diligence checks which banks are required to undertake to comply with UK legislation.

Credit reference checks

If I apply for any credit product (including as part of an annual review of my business) you'll perform credit and identity checks on me at my home and business address with one or more credit reference agencies. To do this you'll supply my personal data to the credit reference agencies and they'll give you information about me.

When you carry out a search at the credit reference agencies they'll place a footprint on my credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on my credit score, and lenders are unable to see this; or b) a hard footprint where I've agreed/requested Santander to proceed with my application for credit. This footprint will be viewable by other lenders and may affect my ability to get credit elsewhere. (A credit search is not carried out if I am under 18.) You'll also continue to exchange information about me with credit reference agencies while I have a relationship with you. The credit reference agencies may in turn share my personal information with other organisations.

The personal data shared with the credit reference agencies will relate to me and my business. Details about my application (whether or not it's successful) will be recorded and you'll give details of me, the business and its proprietors, and my accounts and how I manage them to credit reference agencies.

If I do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace my whereabouts and to recover debts that I owe. Records remain on file for 6 years after they are closed, whether settled by me or defaulted. A financial association link between joint applicants or between myself and any named business partner or individual will be created at the credit reference agencies. This will link our financial records and be taken into account in all future applications by either or both of us until either of us apply for a notice of disassociation with the credit reference agencies.

If I am a director you will seek confirmation from the credit reference agencies that the residential address that I provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

If I apply for a secured overdraft, you may pass any information and documentation relating to this secured overdraft to any persons with a legal or equitable interest in the security, whilst the overdraft remains in force.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- experian.co.uk/crain
- equifax.co.uk/crain
- callcredit.co.uk/crain

Automated decision making and processing

Automated decision making involves processing my personal data without human intervention to evaluate my personal situation such as my economic position, personal preferences, interests or behaviour, for instance in relation to transactions on my accounts, my payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. You may do this to decide what marketing communications are suitable for me, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of your legitimate interests, to protect your business, and to develop and improve your products and services, except as follows; when you do automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with me or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

My marketing preferences and related searches

You'll use my home address, phone numbers, and email address to contact me according to my preferences. I can change my preferences or unsubscribe at any time by contacting you. If I'm over 18, you may search the files at credit reference agencies before sending marketing communications to me about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect my credit rating. You do this as part of your responsible lending obligations which is within your legitimate interests.

I confirm that I have been asked about my marketing preferences as part of this application, and if I wish to change these options I can do so at any time.

Criteria used to determine retention periods (whether or not I become a customer)

The following criteria are used to determine data retention periods for my personal data:

- **Retention in case of queries.** You'll retain my personal data as long as necessary to deal with my queries (e.g. if my application is unsuccessful);

Guarantee - Cross-company

- **Retention in case of claims.** You'll retain my personal data for as long as I might legally bring claims against you; and
- **Retention in accordance with legal and regulatory requirements.** You'll retain my personal data after my account, policy or service has been closed or has otherwise come to an end based on your legal and regulatory requirements.

My rights under applicable data protection law

My rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- The right to be informed about your processing of my personal data;
- The right to have my personal data corrected if it's inaccurate and to have incomplete personal data completed;
- The right to object to processing of my personal data;
- The right to restrict processing of my personal data;
- The right to have my personal data erased (the "right to be forgotten");
- The right to request access to my personal data and information about how you process it;
- The right to move, copy or transfer my personal data ("data portability"); and
- Rights in relation to automated decision making including profiling.

I have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: ico.org.uk.

For more details on all the above I can contact your DPO or request the 'Using My Personal Data' booklet by asking for a copy from your relationship contact point or online at santandercb.co.uk.

Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

