



**Registration of a Charge**

Company Name: **TOMAHAWK DOORS LIMITED**

Company Number: **11093617**



Received for filing in Electronic Format on the: **19/06/2023**

XC5ZLWQ9

**Details of Charge**

Date of creation: **16/06/2023**

Charge code: **1109 3617 0001**

Persons entitled: **FUNDING CASH ADVANCE LIMITED  
FUNDING ALTERNATIVE GROUP LIMITED**

Brief description: **1. ALL FREEHOLD AND LEASEHOLD LAND AND BUILDINGS OF THE COMPANY BOTH PRESENT AND FUTURE INCLUDING ANY LAND AND BUILDINGS SPECIFIED IN SCHEDULE 1 AND ALL TRADE FIXTURES AND FITTINGS AND ALL PLANT AND MACHINERY FROM TIME TO TIME IN OR ON ANY SUCH LAND OR BUILDINGS; AND. 2. ALL INTELLECTUAL PROPERTY NOW OWNED OR AT ANY TIME HEREAFTER TO BE OWNED BY THE COMPANY**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**WARREN COLLOCOTT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11093617

Charge code: 1109 3617 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2023 and created by TOMAHAWK DOORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2023 .

Given at Companies House, Cardiff on 20th June 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**This Debenture** is made on **Friday 16<sup>th</sup> June 2023**

**Between**

- (1) **Tomahawk Doors Limited** incorporated and registered in England and Wales with company number 11093617 whose registered office is at Mead House The Causeway, Mark, Highbridge, England, TA9 4QA ("**Company**");
- (2) **Funding Alternative Group Limited** incorporated and registered in England and Wales with company number 11501528 whose registered office is at 104 Roebuck Road, Chessington, Surrey, England, KT9 1EU ("**Parent**") which expression shall include its successors in title, assigns and transferees; and
- (3) **Funding Cash Advance Ltd** incorporated and registered in England and Wales with company number 13542913 whose registered office is at 104 Roebuck Road, Chessington, Surrey, England, KT9 1EU ("**Funder**") 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 any entity that directly or indirectly controls, is controlled by, or is under common control with, the Company or, where the context so requires, the Funder and/or Parent;

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

**CA 2006** means the Companies Act 2006;

**Default Interest** means as such term is defined in the Facility Agreement;

**Event of Default** means any event of default (howsoever defined) under any Finance Document and any failure by the Company to satisfy any demand for payment under any Finance Document;

**Facility Agreement** means any selective invoice finance and / or business cash advance agreement or any other facility agreement at any time made between (1) the Company and (2) the Funder or any Affiliate of the Funder;

**Finance Document** means this Deed and any document governing or evidencing the terms of the Secured Liabilities and any other document, including the Facility Agreement(s), designated as a Finance Document by Funder and the Company;

**Fixtures** means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property;

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created herein;

**IA 1986** means the Insolvency Act 1986;

**Properties** mean the properties listed in Schedule 1;

**Permitted Indebtedness** means any Indebtedness in existence at the date hereof which the Company has disclosed to the Funder and/or the Parent or in respect of which the Funder and/or the Parent provides its prior written consent;

**Receiver** means any receiver, manager or administrative receiver appointed by the Funder and/or the Parent in respect of the Company or any of the Secured Assets;

**Secured Assets** means all of the assets and undertaking of the Company the subject of any security created by, under or supplemental to, this Deed in favour of the Funder and the Parent;

**Secured Liabilities** means all monies and liabilities now or after the date of this Deed due, owing or incurred by the Company or any of its Affiliates to the Funder or any of its Affiliates whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent (including all sums under the Facility Agreement) 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 incurred by any member of the Group, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction;

**Secured Property** means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any security created by, under or supplemental to this Deed; and

**Security Period** means the period beginning on the date of this Deed and ending on the date on which Funder and/or the Parent is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and all facilities made available by any member of the Group to the Company have been cancelled.

## 1.2 Administration

Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to:

- (a) the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Company's assets) or 22 (by the Company or the directors of the Company) of Schedule B1 to the IA 1986 or any steps taken toward such order or appointment; or
- (b) making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the IA 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

## 1.3 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
  - (i) **assets** include present and future properties, revenues and rights of every description (including any right to receive such revenues);
  - (ii) **Indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (b) An Event of Default is **continuing** if it has not been waived to the satisfaction of the Funder and/or the Parent.
- (c) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.

## **2 Covenant to pay**

The Company covenants with the Funder and the Parent to pay and discharge the Secured Liabilities when they become due for payment and discharge.

## **3 Charging provisions**

### **3.1 General**

All security created by the Company under this Deed is a continuing security for the payment and discharge of the Secured Liabilities, is granted with full title guarantee in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset and is granted in favour of the Funder and the Parent..

### **3.2 Legal mortgages and fixed charges**

The Company charges:

- 3.2.1 by way of legal mortgage all the Secured Property whether or not the title to it is registered at H M Land Registry together with all buildings and Fixtures (including trade and tenant's fixtures) now and subsequently on the Secured Property and all plant and machinery now and subsequently annexed to the Secured Property for whatever purpose;
- 3.2.2 by way of fixed charge all freehold and leasehold property subsequently belonging to the Company together with all buildings and Fixtures (including trade and tenant's fixtures) on such property and all plant and machinery annexed to such property for whatever purpose;
- 3.2.3 by way of fixed charge all interests not effectively charged by the preceding clauses of this Deed now or subsequently belonging to the Company in or over land or the proceeds of sale of land all licences now or subsequently held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and subsequently annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under this Deed;
- 3.2.4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 3.2.5 by way of fixed charge all stocks, shares and other securities now or subsequently owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or subsequently held by or inuring to the benefit of the Company;
- 3.2.6 by way of fixed charge all patent, trademarks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trademarks to which the Company is now or may subsequently become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income; and
- 3.2.7 by way of fixed charge all book and other debts of the Company whether now or subsequently existing and whether presently payable or

subsequently falling due for payment and all rights and claims of the Company against third parties now or subsequently existing and capable of being satisfied by the payment of money.

**3.3 Floating charge**

The Company charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge.

**3.4 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the IA 1986 applies to the floating charge created by or under this Deed.

**3.5 Conversion of floating charge to a fixed charge**

The Funder and/or the Parent may at any time by notice in writing to the Company convert the floating charge created under clause 3.3 into a fixed charge as regards any Floating Charge Assets as it shall specify in the notice if:

- (a) an Event of Default is continuing; or
- (b) in the opinion of the Funder and/or the Parent that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

**3.6 Automatic conversion of floating charge to a fixed charge**

If (unless permitted in writing by the Funder and/or the Parent or expressly permitted under the terms of any Finance Document):

- (a) the Company creates or attempts to create any security over any of its Floating Charge Assets;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.6(c), over all of the Floating Charge Assets.

**3.7 Set-off**

We shall, without waiver or limitation of any rights or remedies, be entitled from time to time to set off any amount lawfully due from you to us, whether under this Agreement or any other agreement.

**4 Negative pledge**

**4.1** The Company shall not (without the prior written consent of the Funder and/or the Parent) create or permit to subsist any security over any of its assets.

**4.2** The Company shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company or any other member of the group of companies to which the Company belongs; or
- (b) pay any dividend or other share distribution or repay the whole or any part of any shareholder loan, unless the Company has first obtained the Funder and/or the Parent's prior written consent; or

- (c) make any change in the Company's ownership, control, constitution, composition or management, unless it has first obtained the Funder and/or the Parent's prior written consent; or
  - (d) create any Indebtedness outside the ordinary course of its business save for any Permitted Indebtedness; or
  - (e) enter any new or additional financing, debt or lending agreements with third parties, including loan, invoice financing or any forms of lending, unless it has first obtained the Funder and/or the Parent's prior written consent; or
  - (f) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (g) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (h) enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising finance or of financing the acquisition of an asset.

## **5 Further assurance**

- 5.1 The Company shall promptly do all such acts and execute all such documents (including, without limitation, any assignment, transfer, conveyance, assurance, mortgage, charge, notice and instruction) as the Funder and/or the Parent may specify (and in such form as the Funder and/or the Parent may require) in favour of the Funder and/or the Parent or its nominee(s) to:
- (a) create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Funder and/or the Parent provided by or pursuant to this Deed or by law;
  - (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.
- 5.2 Any document required to be executed by the Company under this clause 5 will be prepared at the cost of the Company.

## **6 Undertakings**

The Company undertakes to the Funder and the Parent that during the Security Period:

- (a) it shall keep all chattels comprised in its Secured Assets in good and substantial repair and in good working order and condition.
- (b) notify the Funder and/or the Parent immediately of the acquisition of any freehold or leasehold property by the Company;
- (c) it shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Funder and the Parent or any other member of the Group of the security created by or under this Deed.

## **7 Power to remedy**

- 7.1 If the Company fails to comply with any of the undertakings set out in clause 6 (Undertakings) it shall allow and irrevocably authorises the Funder and/or the Parent and/or such persons as the Funder and/or the Parent shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.



- 7.2 If the Company fails to perform any obligation or other covenant affecting the Secured Property or other Secured Asset, the Company shall permit the Funder and/or the Parent or its agents and contractors to enter the Secured Property, to comply with or object to any notice served on the Company relating to the Secured Property or other Secured Asset and to take any action the Funder and/or the Parent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 7.3 The Company shall on demand indemnify the Funder and the Parent against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 7.

## **8 Security power of attorney**

The Company, by way of security, irrevocably and severally appoints the Funder and/or the Parent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under this Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 8.

## **9 Enforcement of security**

- 9.1 On the occurrence of any Event of Default which is continuing, the security created by and under this Deed is immediately enforceable.
- 9.2 The Funder and/or the Parent may from time to time fix the remuneration of any Receiver appointed by it.
- 9.3 Paragraph 14 of Schedule B1 to the IA 1986 applies to the floating charge created under this Deed. This means that at any time after the Funder and/or the Parent shall have demanded payment of any monies secured by this Deed, the Funder and/or the Parent may appoint an administrator of the Company under the IA 1986.

## **10 Delegation**

The Funder and/or the Parent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Funder and/or the Parent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Funder and/or the Parent and Receiver (as appropriate) may think fit.

## **11 Assignment**

- 11.1 The Funder and/or the Parent may assign or otherwise transfer or deal with all or any of their rights under this Deed or any security created by or under it.
- 11.2 The Company may not 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.

## **12 Indemnity**

- 12.1 The Company shall promptly indemnify the Funder and the Parent and every Receiver and delegate, agent, nominee, attorney or co-trustee appointed by the Funder and/or the Parent against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:
- (a) the taking, holding, protection or enforcement of this Deed;

- (b) the exercise of any of the rights, powers, discretions and remedies vested in Funder and/or the Parent and each Receiver and delegate by the Finance Documents or by law; and
- (c) any default by the Company in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

### **13 Registration**

- 13.1 This Deed is registrable at Companies House as a charge pursuant to section 859 CA 2006 and the Company consents to the Funder and the Parent making an application to Companies House for that purpose.

### **14 Fees, costs and expenses**

#### **14.1 Enforcement and preservation costs**

The Company shall, within 3 Business Days of demand, pay to the Funder and/or the Parent 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 the Funder and/or the Parent in connection with the enforcement of or the preservation of any rights under this Deed and proceedings instituted by or against the Funder and/or the Parent as a consequence of taking or holding this Deed or enforcing these rights.

#### **14.2 Default Interest on late payments**

If the Company fails to pay any amount payable by it under this Deed on its due date, Default 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 set out in the Facility Agreement. Any Default Interest accruing under this clause 14.2 shall be immediately payable by the Company on demand by the Funder and/or the Parent.

**This Deed** has been entered into as a deed on the date given at the beginning of this Deed.

## Schedule 1

**Properties - Registered Land**

Company	Address or property description)	Title number

**Unregistered Land**

**SIGNATURES TO THE DEBENTURE****Company**

Executed as a deed by

**Matthew Samuel Pitt** )

acting by a director for and on behalf of )

**Tomahawk Doors Limited** )

in the presence of )

.....  
*Director signature*.....  
*Signature of witness*Name Matt Reynolds.....Occupation Lift engineer.....Address 16 goidwood park road.....Northam,Devon, EX392RR  
.....

**Company**

Executed as a deed by

**Sarah Anne Pitt**

acting by a director for and on behalf of

**Tomahawk Doors Limited**

in the presence of

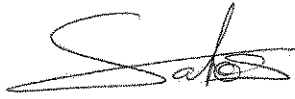
)  
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*Director signature*.....  
*Signature of witness*Name **Matt Reynolds** .....Occupation **Lift engineer** .....Address **16 goodwood park road** .....**Northam, Bideford EX39 2RR** .....**Director's Resolution**

I hereby certify that the acceptance of, and entry into, this Debenture was approved by a resolution of the directors of the Company properly passed on:

Date **16 / 06 / 2023** .....Name **Matthew Samuel Pitt** .....Role **Managing Director** .....Signed  .....(Director)

**Parent**

Signed by Serge Santos:



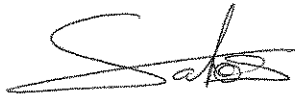
Duly authorised

for and on behalf of

**Funding Alternative Group Limited**

**Funder**

Signed by Serge Santos:



Duly authorised

for and on behalf of

**Funding Cash Advance Ltd**