

MR01

Particulars of a charge

202476/13

Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFil
Please go to www.companieshouse.gov.uk

THURSDAY



A51Y7CX4
A18 03/03/2016 #46
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR0

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 08965524

Company name in full DANESHILL COURT LIMITED

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/03/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name STANDARD LIFE TRUSTEE COMPANY LIMITED
(CO NO SC 076046)

Name MICHAEL RONALD REYNOLDS

Name PETER GRANSTON ROWLES

Name LESLEY JEAN ROWLES

If there are more than four names, please supply any four of these names then
tick the statement below

☒ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Pilgrims
Daneshill Drive
Lychpit, Basinstoke RG24 8AQ (Title No HP615519)
Land on south side Great Binfields Road
Basinstoke RG24 8UJ (Title No HP785729)

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ⓘ

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature




Signature

X  X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

 Presenter information	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Martin Davies
Company name	Rawlins Davy
Address	Helting House
35 Richmond Hill	
Bournemouth	
Post town	
County/Region	
Postcode	B H 2 6 H T
Country	
DX	
Telephone	01202 558844
 Certificate	
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
 Checklist	
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'.	
 Where to send	
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

 Further information	
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8965524

Charge code: 0896 5524 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2016 and created by DANESHILL COURT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2016

po

Given at Companies House, Cardiff on 8th March 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made on

1st March

2016

PARTIES

- (1) **DANESHILL COURT LIMITED** (Co No 08965524) whose registered office is at 30 Christchurch Road Bournemouth Dorset BH1 3PD (**'the Mortgagor'**), and
- (2) **STANDARD LIFE TRUSTEE COMPANY LIMITED** (Co No SC 076046) whose registered office is at 30 Lothian Road Edinburgh EH1 2DH, **MICHAEL RONALD REYNOLDS** of 5 Field Place Holmlea Gate Verwood and **PETER GRANSTON ROWLES, LESLEY JEAN ROWLES** and **KIMBERLEY ROWLES** all of 15 Avon Castle Drive (**'the Scheme Trustees'**) which expression is to include its successors and assigns)

THIS DEED WITNESSES

Definitions and interpretation

In this deed

We hereby certify this to be a true copy of the original

This 1st day of March 2016
Rawlin's Day Ltd
Rawlin's Day Limited
Helting House
35 Richmond Hill
Bournemouth BH2 6HT

- 1 1 **'the Principal Debtor'** means **CUTELOOK LIMITED** (Co No 03018819) whose registered office is at 176 Tuckton Road Tuckton Bournemouth Dorset BH6 3AA
- 1 2 **'the Property'** (subject to clause 3) means the property referred to in the Schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to **'the Property'** include any part of it,
- 1 3 **'the Sums Secured'** means
 - 1 3 1 all present and future indebtedness of the Principal Debtor to the Scheme Trustees on any loan or advance,
 - 1 3 2 all liabilities in respect of notes or bills discounted or paid or bills accepted for or at the request of the Principal Debtor or other loans, credits or advances made to or for the accommodation or at the request of the Principal Debtor,
 - 1 3 3 all other liabilities whatsoever of the Principal Debtor to the Scheme Trustees present or future actual or contingent, including liabilities as surety or guarantor, and
 - 1 3 4 all costs, charges and expenses owed to or incurred directly or indirectly by the Scheme Trustees in relation to this security or any other security held by the Scheme Trustees in connection with advances or other banking facilities offered to the Principal Debtor or in relation to the exercise of any of the powers conferred by or the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis, together with all interest, commissions and

bank and discount charges, such interest being computed in each case according to the usual mode of the Scheme Trustees and so that interest shall be payable at the same rate as well after as before any judgment,

1 4 **'the Act'** means the Law of Property Act 1925,

1 5 if the Mortgagor consists of more than one person the term 'the Mortgagor' is to be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several, and

1 6 headings contained in this deed are for reference purposes only and should not be incorporated into this deed and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate

2 **Legal charge**

The Mortgagor, with full title guarantee, charges the Property by way of a first legal charge as a continuing security to the Scheme Trustees for the payment or discharge by the Principal Debtor on demand by the Scheme Trustees of the Sums Secured

3 **Repair and insurance**

3 1 **The Mortgagor must:**

3 1 1 keep the Property in a good state of repair and condition, and pay the rents and observe and perform the covenants on the part of the tenant reserved by or contained in any lease under which any leasehold premises included in the Property are held,

3 1 2 keep the Property insured against loss or damage by fire and other usual risks and any other risks the Scheme Trustees require, in the full amount of its insurable value in such name or names and in such offices as the Scheme Trustees approve or at Lloyd's,

3 1 3 pay all premiums and money necessary to effect and keep up the insurance on the first day on which it ought to be paid,

3 1 4 have the interest of the Scheme Trustees noted on the policy, and

3 1 5 if the Scheme Trustees so require deliver to the Scheme Trustees the policy and the receipt for every premium payable in respect of it

3 2 If the Mortgagor fails at any time to keep the Property in repair, effect or keep up insurance, or produce any policy or receipt to the Scheme Trustees on demand, the Scheme Trustees may put or keep the Property in repair, with power to enter upon the Property for that purpose without in consequence becoming a mortgagee in

possession, or may insure in any manner the Scheme Trustees think expedient. All costs incurred by the Scheme Trustees under this provision are to be deemed to be properly incurred by the Scheme Trustees

- 3 3 All money received on any insurance whatsoever in respect of loss or damage to the Property, whether or not effected or maintained pursuant to this deed, must be paid to the Scheme Trustees, or held in trust by the Mortgagor pending such payment, to be applied in making good the loss or damage in respect of which the money is received or if the Scheme Trustees so require in or towards payment of the money for the time being secured by this deed

4 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act is not to apply to this security

5 Payment on demand

- 5 1 All money secured by this deed is to be immediately payable on demand at any time
- 5 2 Failing immediate payment of any money demanded, this security is to become immediately enforceable and the power of sale conferred on mortgagees by the Act is to become immediately exercisable with respect to the whole or any part of the Property, without the restrictions contained in the Act as to the giving of notice or otherwise
- 5 3 Section 103 of the Act is not to apply to this security
- 5 4 No purchaser from the Scheme Trustees is to be entitled or required to enquire or to be affected by notice as to whether demand has or has not been made

6 Leasing and surrenders

The Mortgagor must not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law, but the Scheme Trustees may grant leases or accept surrenders of leases without restriction

7 No separate rights as surety

As against the Scheme Trustees, none of the persons included in the expression 'the Mortgagor' is to be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression the Mortgagor

8 Indulgence

This security is not to be affected or prejudiced by the Scheme Trustees

- 8 1 holding or taking any other or further securities or guarantees,
- 8 2 varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying, renewing or determining any credit, in each case either to the Principal Debtor or to the Mortgagor or both,
- 8 3 giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition, in each case either from the Principal Debtor or the Mortgagor or both, or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Scheme Trustees, or by any other act or thing that apart from this provision would or might afford an equitable defence to a surety

9 Power to enter into mortgage

The Mortgagor certifies that this mortgage does not contravene any of the provisions of the memorandum or articles of association or other documents governing or comprising the constitution or incorporation of any company comprised in the Mortgagor

10 Demands

- 10 1 Any demand made by the Scheme Trustees under this deed must be in writing signed by any of its officers and may be served by leaving it at or sending it through the post in a prepaid envelope addressed to the company, firm or person on whom the demand is to be made, at the address last known to the Scheme Trustees as the registered or principal office or as the case may be place of business or abode of the company, firm or person
- 10 2 A demand so served is to be effective, notwithstanding that it may later be returned undelivered, at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and Bank or Public Holidays

EXECUTED AS A DEED by the parties

SCHEDULE

The Property

Title Numbers : HP615519 and HP785729
Property : Pilgrims Daneshill Drive
Lychpit Basingstoke RG24 8AQ
: Land on the south side Great
Binfields Road Basingstoke RG24

8UJ

SIGNED as a DEED by

DANESHILL COURT LIMITED

acting by a Director in the presence of:-

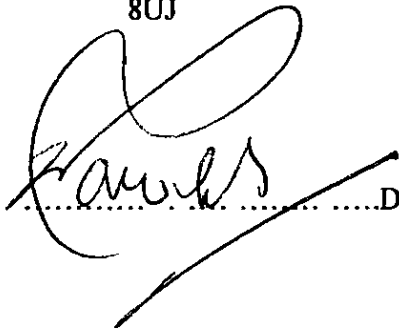
Witness signature

Witness name . JON. BERT

Address 12 FIELD WAY, CORPE

MULLEN, WIMBORNE, DORSET BH21 3XH

Occupation MANAGER

 Director