

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the  
charge. If the form is 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  
scanned and placed on the public record

SATURDAY



\*A2MPRRD4\*

A38

07/12/2013

#10

COMPANIES HOUSE

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Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number 07348947

Company name in full WOOLLARD & KENT FUNERAL SERVICES LIMITED

### 2 Charge creation date

Charge creation date 02/12/2013

### 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 BRENDA MOLLY REYNOLDS

Name

Name

Name

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

MRO1

Particulars of a charge

|             |  |   |  |
|-------------|--|---|--|
| <b>4</b>    | <b>Description</b>                                       | <p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>   | <p><b>Continuation page</b><br/>Please use a continuation page if you need to enter more details</p> |
| Description | <p>FREEHOLD 122-124 WINCHEAP CANTERBURY KENT CT1 3RS</p> |   |  |
| <b>5</b>    | <b>Fixed charge or fixed security</b>                    | <p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>   |  |
| <b>6</b>    | <b>Floating charge</b>                                   | <p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p> |  |
| <b>7</b>    | <b>Negative Pledge</b>                                   | <p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>  |  |

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Particulars of a charge

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**Trustee statement <sup>①</sup>**

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

☐

<sup>①</sup> 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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### 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**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number: 7348947

Charge code: 0734 8947 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2013 and created by WOOLLARD AND KENT FUNERAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2013.

X

Given at Companies House, Cardiff on 11th December 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

2nd December 2013

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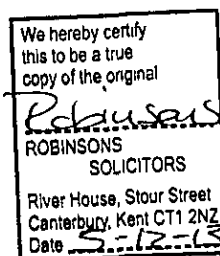
LEGAL MORTGAGE OVER 122-124 WINCHEAP, CANTERBURY CT1 3RS

between

WOOLLARD AND KENT FUNERAL SERVICES LIMITED

and

BRENDA MOLLY REYNOLDS



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THIS DEED is dated [DATE] 2nd December 2013.

## **PARTIES**

- (1) WOOLLARD AND KENT FUNERAL SERVICES LIMITED, Company number 07348947, of 128 Tankerton Road Whitstable Kent CT5 2AN and whose registered office is at Westgate House 87 St Dunstons Street Canterbury Kent CT2 8AE (**Borrower**)
- (2) BRENDA MOLLY REYNOLDS of Cornfields Faussett Hill Street End Canterbury Kent CT5 7AL (**Lender**)

## **BACKGROUND**

- (A) The Lender has agreed to provide the Borrower with a loan on a secured basis which has enabled the Borrower to purchase the Property from the Lender
- (B) The Borrower now owns the Property
- (C) This deed provides security which the Borrower has agreed to give the Lender for the loan made or to be made

## **AGREED TERMS**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The following definitions apply in this deed

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

**Charged Property:** all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it)

**Default Rate of Interest:** the rate of 6%

**Event of Default:** means each of the events or circumstances set out in clause 9

**Insurance Policy:** each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property

**LPA 1925** the Law of Property Act 1925

**Loan** the sum of £25,000

**Monthly payments** the sum of £550.00 per month payable on the first day of each month

**Permitted Security:** a first legal mortgage over the Property in favour of Lloyds Bank Plc Pendeford Securities Centre, Dept 6457, Pendeford Business Park Wobaston Road Wolverhampton

**Property.** the registered freehold property owned by the Borrower described in the First Schedule

**Rate of Interest.** 4% per year calculated at half yearly rests over the Term

**Receiver:** a receiver or a receiver and manager of any or all of the Charged Property

**Rent** all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Borrower in respect of occupation or usage of any part of the Property

**Secured Liabilities:** the Monthly Payments and all or any other present and future monies, obligations and liabilities owed by the Borrower to the Lender, including the balance outstanding of the Loan at any given time, all costs in connection with this loan or this deed together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities

**Security:** the mortgage referred to in this deed

**Security Period:** the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

**Term:** the period of 5 years

## 1 2 Interpretation

In this deed

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed,
- (b) a reference to a **person** shall include a reference to an individual and that person's personal representatives successors permitted assigns and permitted transferees,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees,
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,

- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,
- (h) a reference to **writing** or **written** includes fax and e-mail
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done,
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time,
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule,
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly),
- (n) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived,
- (o) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it, and
- (p) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

### 1.3 Nature of security over real property

A reference in this deed to a **charge or mortgage of or over the Property** includes

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of the Property at any time,
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property, and
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

### 1.4 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

**2 COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Monthly payments and Secured Liabilities when they become due.

**3 GRANT OF SECURITY**

**Legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of second legal mortgage, the Property.

**4 PERFECTION OF SECURITY**

**4.1 Registration of legal mortgage at the Land Registry**

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate (or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction) is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register (or [her conveyancer or specify appropriate details])"

**4.2 Land Registry notices**

If any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the notice is withdrawn or cancelled.

**5 LIABILITY OF THE BORROWER**

**5.1 Liability not discharged**

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground,
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or
- (c) any other act or omission, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower

**5.2 Immediate recourse**

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower

**6 REPRESENTATIONS AND WARRANTIES**

**6.1 Times for making representations and warranties**

The Borrower makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed and the representations and warranties contained in Clauses 6.2 to 6.11 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

**6.2 Ownership of Charged Property**

The Borrower is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property

**6.3 No Security**

The Charged Property is free from any Security other than the Permitted Security and] the Security created by this deed

**6.4 No adverse claims**

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it

6 5     **No adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property

6 6     **No breach of laws**

There is no breach of any law or regulation that materially and adversely affects the Charged Property

6 7     **No interference in enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use

6 8     **No overriding interests**

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property

6 9     **No prohibitions or breaches**

There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause **Error! Reference source not found** and the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or his assets

6 10    **Avoidance of security**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the bankruptcy or administration of the Borrower or otherwise

6 11    **Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms

7       **COVENANTS**

The Borrower covenants with the Lender in the terms set out in Schedule 2

**8 POWERS OF THE LENDER**

**8.1 Power to remedy**

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed
- (b) The Borrower irrevocably authorises the Lender and her agents to do all things that are necessary or desirable for that purpose
- (c) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 12.1
- (d) In remedying any breach in accordance with this clause 8.1, the Lender, her agents and their respective employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

**8.2 Exercise of rights**

The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

**8.3 Indulgence**

The Lender may, at her discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

**9 WHEN SECURITY BECOMES ENFORCEABLE**

**9.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

Each of the events or circumstances set out in this clause 9 (other than clause 9.1.7) is an Event of Default.

- 9 2 The Borrower fails to pay any sum payable under this agreement, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within 10 Business Days of its due date
- 9 3 The Borrower fails (other than by failing to pay), to comply with any provision of this agreement (and if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 10 Business Days of the earlier of
- (a) the Lender notifying the Borrower of the default and the remedy required,
  - (b) the Borrower becoming aware of the default
- 9 4 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made
- 9 5 If
- (a) any Borrowed Money is not paid when due or within any originally applicable grace period, or
  - (b) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default howsoever described, or
  - (c) any commitments for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default howsoever described
- 9 6 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due
- 9 7 The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities)
- 9 8 A moratorium is declared in respect of any Indebtedness of the Borrower
- 9 9 Any action, proceedings, procedure or step is taken for
- (a) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower, or
  - (b) the composition, compromise, assignment or arrangement with any creditor, or



- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets

- 9 10 The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties)
- 9 11 Any event occurs in relation to the Borrower similar to those in clause 9 7 to clause 9 10 (inclusive) under the laws of any applicable jurisdiction
- 9 12 A distress, attachment, execution, expropriation, sequestration or another analagous legal process is levied, enforced or sued out on, or against, the Borrower's assets and is not discharged or stayed within 30 days
- 9 13 Any provision of this agreement is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect
- 9 14 The Borrower repudiates or shows an intention to repudiate this agreement
- 9 15 The Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business
- 9 16 Any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this agreement
- 9 17 At any time after an Event of Default has occurred which is continuing, the Lender may, by notice to the Borrower
  - (a) cancel all outstanding obligations of the Lender under this agreement whereupon they shall be immediately be cancelled, and/or
  - (b) declare that the Loan (and all accrued interest and all other amounts outstanding under this agreement) is immediately due and payable, whereupon they shall become immediately due and payable, and/or
  - (c) declare that the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lender, and/or
  - (d) declare the Security Document to be enforceable