



Registration of a Charge

Company name: **BOMBUS HOLDINGS LIMITED**

Company number: **11367278**



X8KXC7GZ

Received for Electronic Filing: **23/12/2019**

Details of Charge

Date of creation: **20/12/2019**

Charge code: **1136 7278 0001**

Persons entitled: **JONATHAN IAN WOOD**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS TOLVERTH HOUSE, LONG ROCK, PENZANCE, CORNWALL, TR20 8JQ AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CL179401 AND ALL BUILDINGS, OTHER STRUCTURES AND FIXTURES NOW OR IN FUTURE ON IT.**

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: **JOSEPH FLORISH (BLASER MILLS LAW)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11367278

Charge code: 1136 7278 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2019 and created by BOMBUS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2019 .

Given at Companies House, Cardiff on 24th December 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**

DATED

20TH DECEMBER 2019

LEGAL CHARGE

BETWEEN

(1) BOMBUS HOLDINGS LIMITED

AND

(2) JONATHAN IAN WOOD

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL



JOSEPH FLOOD. 23.12.2019
BLASER MILLS LLP
CHALFONT COURT
5 HILL AVENUE, AMERSHAM
HP6 5BD

THIS LEGAL CHARGE is made the 20TH day of DECEMBER 2019

BETWEEN

- (1) **BOMBUS HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 11367278 whose registered office is at Maenrock Farm, Jobs Water, Penryn, Cornwall, TR10 9BT (the "Borrower"); and
- (2) **JONATHAN IAN WOOD** of Maenrock Farm, Jobs Water, Penryn, Cornwall, TR10 9BT (the "Lender").

RECITALS

- (A) The Property is vested in the Borrower for a legal estate in fee simple absolute in possession registered with HM's Land Registry under title number CL179401.
- (B) The Lender has agreed to lend the sum of £470,366.00 to the Borrower on the terms set-out below.

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this charge:-

- 1.1 "the Principal" means £470,366.00
- 1.2 "the Property" means the freehold property known as Tolverth House, Long Rock, Penzance, Cornwall, TR20 8JQ and registered at HM Land Registry with absolute title under title number CL179401 and all buildings, other structures and fixtures now or in future on it;
- 1.3 "the Redemption Date" means the date upon which:
 - 1.3.1 the Property is sold;
 - 1.3.2 the expiry of the Lender's 3 months' notice demanding repayment of the Principal following a change of personal circumstances of the Lender served pursuant to the terms of the Loan Agreement;
 - 1.3.3 an event of Default occurs;
 - 1.3.4 the expiry of the Loan Period; or

- 1.3.5 any other date as agreed in the Loan Agreement;
- whichever is first.
- 1.4 "Default Interest" means 4% per annum above the base rate of the Bank of England, such interest to accrue on a daily basis and be compounded monthly;
- 1.5 "Default" any event or circumstance listed below:
- 1.5.1 an administration order is made in relation to the Borrower, or a receiver or manager or administrative receiver is appointed over the Borrower or any of the Borrower's assets or undertaking or the Borrower enters into any liquidation or winding up proceedings;
 - 1.5.2 if the Borrower stops or suspends payment of its debts or proposes or enters into any composition, scheme of arrangement with all or some of its creditors; or
 - 1.5.3 is unable to pay its debts as they fall due or is deemed unable to pay its debts under section 123(1) Insolvency Act 1986;
 - 1.5.4 the Borrower agrees to sell, transfer or otherwise dispose of, the Property before the expiration of the term of the Loan;
 - 1.5.5 if the Borrower fails to maintain full and adequate insurance of the Property;
 - 1.5.6 if the Property is destroyed by fire or other cause;
 - 1.5.7 if the Borrower is in breach of the terms of this deed or the Loan Agreement; or
 - 1.5.8 if the Borrower assigns or attempts to assign or transfer any of its obligations under this deed or the Loan Agreement.
- 1.6 "Loan Agreement" means a loan agreement of even date made between the Lender and the Borrower; and
- 1.7 "Loan Period" means the agreed repayment term of 60 months commencing on the **20th DECEMBER** 2019.

2. Payment of the Principal, and Payment of Interest, etc.

- 2.1 In consideration of the Principal which has already been paid by the Lender to the Borrower (payment of which the Borrower acknowledges) the Borrower covenants with the Lender to repay or pay to the Lender, at the following respective time or times:
- 2.1.1 on the Redemption Date, the Principal;

2.1.2 on demand by the Lender, all costs, charges, expenses and liabilities (on a full indemnity basis) incurred by the Lender (whether directly or indirectly) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed, but excluding any costs associated with the preparation of this deed unless otherwise agreed;

2.1.3 any interest payable by the Borrower pursuant to the terms of this deed and the Loan Agreement.

3. Charges

The Borrower as a continuing security for the payment and discharge of the sums referred to in clause 2.1 charges the Property by way of Legal Mortgage with payment to the Lender of the Principal and all other money payable by the Borrower in accordance with the Borrower's covenant in clause 2 or any other provision of this security.

4. Provision for Redemption

If the Borrower pays the Principal on the Redemption Date, with all (if any) other sums then due and payable in accordance with the Borrower's covenant in clause 2 or any other provision of this security or the Loan Agreement, the Lender will at the request and cost of the Borrower duly discharge this security.

5. Prepayment

The Borrower may, without penalty, at any time or times prepay the whole or any part of the Principal, together with all (if any) interest accrued or accruing due, and all (if any) costs, charges and expenses payable by the Borrower but not yet paid.

6. Borrower's Covenants

The Borrower covenants with the Lender as follows:-

6.1 Repair

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition.

6.2 Insurance

6.2.1 Duty to Insure:

The Borrower will:

- (a) ensure the Property is kept insured to its full reinstatement cost; and
- (b) make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment.

6.2.2 Indemnity for Payments by the Lender

If the Borrower fails to perform any of its obligations under clause 6.2.1 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand reimburse to the Lender all payments made for that purpose and will pay Default Interest in respect of the period from the date of payment to the date of reimbursement on any money not repaid on demand. All such money and interest shall be charged on the Property.

6.3 General Covenant to Comply with Statutes etc.

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects, and (without limiting the generality of the foregoing):

- 6.3.1 The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990.
- 6.3.2 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 they will comply with all conditions subject to which such permission is granted.
- 6.3.3 The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.
- 6.3.4
 - (a) If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it;
 - (b) The Borrower will at its own expense in all respects comply with the requirements of any such notice, order or proposal as is mentioned in clause

6.3.4 (a) without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal;

(c) If the Borrower fails to take immediate steps to commence compliance, or fail within the relevant time limit to conclude compliance with any such requirement as is mentioned in clause 6.3.4 (b), the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with Default Interest on them, shall be payable and charged upon the Property.

(d) The Borrower irrevocably appoints the Lender and its substitutes for the time being to be their attorney to apply for and procure on their behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower and to do any acts and things that:

- (i) the Borrower is required to execute and do under this deed; or
- (ii) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or any Receiver.

(e) All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses, and Default Interest on them, shall be charged upon the Property.

6.4 Specific Covenant in Relation to Compulsory Purchase

6.4.1 the Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part;

6.4.2 if the Lender so requires the Borrower will permit the Lender to conduct such negotiations and grant such consent on its behalf;

6.4.3 any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security.

6.5 Leasing and Disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent):

- 6.5.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or
- 6.5.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.

6.6 Compliance with Terms of Conveyances etc

- 6.6.1 the Borrower will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower;
- 6.6.2 the Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms;
- 6.6.3 all expenses damages and costs incurred by the Lender in relation to any such breach, together with Default Interest, shall be payable and charged upon the Property as provided by clause 3.

6.7 Other Charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

6.8 Application to Land Registry

The Borrower hereby requests the Chief Land Registrar to enter a restriction on the proprietorship register of the Property in the following terms:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the legal charge dated **20th December** 2019 in favour of Jonathan Ian Wood referred to in the charges register.”

7. Lender's Powers and Rights

7.1 Security becomes enforceable

The security constituted by this deed shall become immediately enforceable if a Default occurs.

7.2 Exercise of Statutory Powers

7.2.1 Section 103 of the Law of Property Act 1925 shall not apply to this security;

7.2.2 at any time after a Default or the money secured by this deed has become due and payable, the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise.

7.3 Extension of Statutory Powers

7.3.1 the power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit;

7.3.2 by way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times (and whether or not it has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit;

7.3.3 at any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at its absolute discretion exercise any power which a receiver appointed by the Lender could exercise.

7.4 Power to Appoint a Receiver

7.4.1 at any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property;

7.4.2 the Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver;

7.4.3 the Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed;

7.4.4 none of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply;

7.4.5 where more than one receiver is appointed they shall have the power to act severally;

7.4.6 any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration;

7.4.7 any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail;

7.4.8 in addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, to do or omit to do anything which an absolute owner could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

- (a) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- (b) to manage or carry on or concur in carrying on the purposes of the Borrower;
- (c) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- (d) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- (e) to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- (f) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;

- (g) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 7.4.8(f);
- (h) to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- (i) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for an obtain any appropriate permissions approvals consents or licences;
- (j) to acquire by purchase lease or otherwise any further property assets or rights;
- (k) to appoint, employ and dismiss managers, officers, contractors and agents;
- (l) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property.

7.4.9 all money received by any receiver shall be applied by him:-

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;
- (c) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Borrower or other persons entitled to it.

7.5 Right to Consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security.

8. Representations and Warranties

8.1 The Borrower is the sole legal and beneficial owner of the Property.

- 8.2 The Property is free from any security other than the security created by this deed.
- 8.3 The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property.
- 8.4 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and will continue to be effective security over each and every part of the Property in accordance with its terms.

9. Protection of Persons dealing with the Lender or a Receiver

No person dealing with the Lender, or with any receiver appointed by the Lender, shall be concerned bound or entitled to enquire or be affected by notice as to any of the following matters:-

- 9.1 whether this security has become enforceable;
- 9.2 whether any power exercised or purported to be exercised under this security has arisen or become exercisable;
- 9.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 9.4 whether any money remains due under this security; or
- 9.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender, or any receiver, for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

10. Indulgence and Waiver

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this deed grant to the Borrower, or to any other person, time or indulgence, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect to fail to perfect or enforce any remedies, securities, guarantees or rights which the Lender may now or subsequently have from or against the Borrower or any other person.

11. Demands and Notices

- 11.1 Any demand or notice by the Lender under this deed shall be given to the Borrower;

11.2 A demand or notice by the Lender under this deed to the Borrower shall be deemed to have been properly served on the Borrower if delivered by hand, or sent by first class post, addressed to the Borrower at its registered office or its usual or last known place of abode or business;

11.3 The methods of service described above in this clause 11 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196.

12. Validity and Severability

12.1 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired;

12.2 If this deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to this deed.

13. Interpretation

In this deed where the context admits:

13.1 the expression 'the Lender' includes the persons deriving title under him; and

13.2 references to the Property include any part of the Property; and

13.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

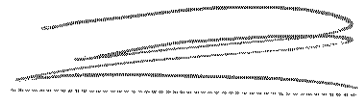
14. Governing Law and Jurisdiction

14.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document is executed as a deed and is delivered on the day and year first before written

EXECUTED as a DEED by
BOMBUS HOLDINGS LIMITED
acting by JONATHAN IAN WOOD
a director, in the presence of:



Jonathan Ian Wood

Signature of witness:



Name (in BLOCK CAPITALS):

WENDY WELSH

Address:

FLAT D
2 BEACH ROAD
FAIRBOURNE
LL38 2PZ

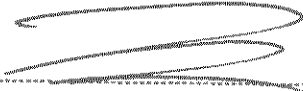
Occupation:

MATERIALS PLANNER

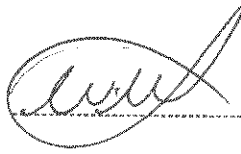
EXECUTED as a DEED by

JONATHAN IAN WOOD

~~director~~, in the presence of:


Jonathan Ian Wood

Signature of witness:



Name (in BLOCK CAPITALS):

WENDY WELSH

Address:

FLAT D

2 BEACH ROAD

FAIRBOURNE

LL38 2PZ

Occupation:

MATERIALS PLANNER