



**Registration of a Charge**

Company name: **ALANDY INVESTMENT PROPERTIES LIMITED**

Company number: **10347410**



X6JM5XL5

Received for Electronic Filing: **20/11/2017**

---

**Details of Charge**

Date of creation: **17/11/2017**

Charge code: **1034 7410 0004**

Persons entitled: **NEWPORT CITY COUNCIL**

Brief description: **176 AND 176A HIGH STREET MARGATE CT9 1LA**

**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: **GAYNOR GRIFFITHS**



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

Company number: 10347410

Charge code: 1034 7410 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2017 and created by ALANDY INVESTMENT PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2017 .

Given at Companies House, Cardiff on 22nd November 2017

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**

HM LAND REGISTRY  
LAND REGISTRATION ACT 2002

Administrative area: Kent : Thanet

Title number: K342784

Property: 176 AND 176A High street Margate CT9 1LA

THIS LEGAL CHARGE is made the 17<sup>th</sup> day of November 2017 BETWEEN:

- (1) ALANDY INVESTMENT PROPERTIES LIMITED Company Registration Number 10347410 of 1 Oxford Street Whitstable CT5 1DB ("the Borrower") and
- (2) NEWPORT CITY COUNCIL of Civic Centre Newport NP20 4UR ("the Lender")

NOW THIS DEED WITNESSES as follows:

**1 DEFINITIONS AND INTERPRETATION**

For all purposes of this legal charge the terms defined in this clause have the meanings specified.

**1.1 Gender, personality and number**

Unless the context otherwise requires:

- 1.1.1 the singular includes the plural and vice versa;
- 1.1.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and
- 1.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

**1.2 Headings**

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

**1.3 'The Principal Repayment Days'**

The Principal Repayment Days means monthly on the 27<sup>th</sup> day of each month

**1.4 Interpretation of "the Borrower" and "the Lender"**

Unless the context otherwise requires the expressions "the Borrower" and "the Lender" includes their respective successors and assigns and where appropriate the survivor or survivors of them and where either part comprises two or more persons include any one or more of them.

## **1.5 Joint and several liability**

Where any party to this deed comprises two or more persons, obligations expressed or implied to be made with or by that party are deemed to be made by or with the persons comprising that party jointly and severally.

## **1.6 Obligation not to permit or suffer**

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

## **1.7 "The Planning Acts"**

"The Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.12.

## **1.8 "The Principal"**

"The Principal" means the sum of Two Hundred and Twelve Thousand pounds (£212,000.00)

## **1.9 "The Property"**

"The Property" means 176 and 176A High Street Margate CT9 1LA and all buildings, erections, structures, fixtures and fittings on the Property.

## **1.10 References to clauses**

Any reference in this document to a clause is to be construed as a reference to the clause of this document so numbered.

## **1.11 References to statutes**

Unless expressly stated to the contrary, any reference to a statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it.

## **1.12 "VAT"**

"VAT" means value added tax or any other tax of a similar nature and unless otherwise stated all references to sums payable by the Borrower are exclusive of VAT.

# **2 RECITALS**

## **2.1 Title**

The Borrower is registered at HM Land Registry as proprietor with title absolute of the Property free from incumbrances.

## **2.2 Agreement to lend**

The Lender has agreed to lend to the Borrower the Principal on condition that its repayment is secured in the manner set out in this document.

## **3 PAYMENT OF PRINCIPAL AND COSTS**

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause.

### **3.1 Payment of principal**

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable set-off by 56 equal monthly instalments of £1,250.00 each and a final payment of £142,000.00 on the Principal Repayment Days or, if earlier, immediately on demand if:

- 3.1.1 any sum payable under this security is not paid within 14 days of becoming due; or
- 3.1.2 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated security; or
- 3.1.3 any representation or warranty given by the Borrower to the Lender is or becomes incorrect; or
- 3.1.4 any judgement or order made against the Borrower by any court is not complied with within 14 days; or
- 3.1.5 the property of the Borrower becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or
- 3.1.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Property or any other property of the Borrower; or
- 3.1.7 in the case of an individual:
  - 3.1.7.1 the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with his creditors; or
  - 3.1.7.2 a petition is presented for the bankruptcy of the Borrower; or
  - 3.1.7.3 the Borrower dies or becomes of unsound mind; or
- 3.1.8 in the case of a company or limited liability partnership:
  - 3.1.8.1 the Borrower ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business; or
  - 3.1.8.2 the Borrower makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other

form of composition or arrangement with its creditors whether in whole or part; or

3.1.8.3 the Borrower becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower entering into administration; or

3.1.8.4 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower; or

3.1.8.5 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower (except in the case of a reconstruction or amalgamation that has the previous approval of the Lender)

## **3.2 Costs, charges, expenses and other liabilities**

The Borrower covenants with the Lender to pay to the Lender on demand all costs, charges, expenses and liabilities paid and incurred by the Lender in relation to the security constituted by and obligations owed under and associated with this deed by monthly instalments on the Principal Repayment Days, and this includes those incurred in relation to or arising out of:

3.2.1 the contemplation and institution of all proceedings and other actions in connection with the enforcement, preservation and protection of the security constituted by this deed, and for the payment and discharge of the money and liabilities secured by or associated with this deed;

3.2.2 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

3.2.3 any default by the Borrower in compliance with the obligations imposed by the terms of this security;

3.2.4 any impeachment or attempted impeachment of the title of the Lender or Borrower; and

3.2.5 the contemplation or doing of any other matter which the Lender considers to be for the benefit of this security.

## **4 LEGAL CHARGE**

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage, with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.

## **5 BORROWER'S REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender as set out in this clause 5.

### **5.1 Permitted Use**

The present use of the Property is a permitted use within the provisions of the Planning Acts.

## **5.2 Development**

The Borrower has not carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which a permission has not been obtained.

## **5.3 Environmental matters**

The Borrower has complied with environmental law.

## **5.4 Contravention of other liabilities**

The execution of and the observance and performance of the Borrower's obligations under this mortgage does not contravene any other mortgage, charge, lease or other agreement.

## **5.5 Capacity**

The execution of and the observance of the Borrower's obligations under this mortgage does not and will not contravene any of the provisions of its constitution.

# **6 BORROWER'S COVENANTS AS TO THE PROPERTY**

## **6.1 Repair**

### **6.1.1 Repairing obligation**

The Borrower will keep the Property and all services in or associated with the Property in good and substantial repair and good working order and condition.

### **6.1.2 Inspection**

The Borrower will permit the Lender at all reasonable times to enter the Property to inspect its state and condition without the Lender becoming liable as mortgagee in possession.

### **6.1.3 Entry and repair**

If the Borrower fails to maintain the Property and all services in or associated with the Property in the requisite state of repair and condition the Lender may at any time thereafter enter the Property and execute all remedial works the Lender considers to be necessary and proper without the Lender becoming liable as mortgagee in possession.

### **6.1.4 Repayment of expenses**

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clauses 6.1.2 and 6.1.3 and such money shall be charged on the Property.

## **6.2 Alterations**

The Borrower will not without the previous written consent of the Lender make any structural alterations to the Property.

## **6.3 Insurance**

### **6.3.1 Duty to insure**

The Borrower will:

6.3.1.1 ensure that the Property is kept insured for such amount, in such name, and against loss or damage due to such risks as the Lender may approve; and

6.3.1.2 make all payments required for this purpose after they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment.

### **6.3.2 Indemnity for payments by the Lender**

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out insurance on the Property, the Borrower will on demand repay to the Lender all payments made by him for that purpose and such money shall be charged on the Property.

### **6.3.3 Application of insurance money**

Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property shall, at the option and discretion of the Lender, be applied in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose.

## **6.4 Outgoings**

The Borrower will pay and indemnify the Lender against all rents, rates, taxes, levies, impositions and outgoings whatsoever which may be or become imposed upon or payable in respect of the Property.

## **6.5 Covenant to comply with statutes**

The Borrower will ensure that any legislation, regulations or bye-laws in force applicable to the Property are complied with.

## **6.6 Covenant to produce notices**

### **6.6.1 Production**

The Borrower will produce to the Lender any order, direction, permission, notice or other matter affecting the Property and served upon the Borrower.

### **6.6.2 Compliance**

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 6.6.1 without delay, or if the Lender so requires, will make or join the Lender in making such objections against or in respect of the same as the Lender may request.



## **6.7 Covenants relating to planning and environmental matters**

### **6.7.1 Alteration of present use**

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender.

### **6.7.2 No development without the Lender's consent**

The Borrower will not without the previous written consent of the Lender carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts

### **6.7.3 Compliance with conditions of permission for development**

If the Borrower obtains permission for any development of the Property he will comply with all conditions subject to which such permission is granted.

### **6.7.4 Compliance with environmental matters**

The Borrower will observe and perform all environmental laws affecting the Property.

### **6.7.5 Failure to comply**

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time to conclude compliance with the requirements of any notice relating to the Property the Lender may (but shall not be obliged to) at any time thereafter enter the property and execute any works and do anything on the Property to ensure such compliance without the lender thereby becoming liable as a mortgagee in possession. All costs and expenses so incurred by the Lender will be repaid by the Lender to the Borrower on demand all of which money shall be charged upon the Property.

## **6.8 Leasing and Disposal**

The Borrower must not without the Lender's previous written consent part with or share possession or occupation or dispose of or deal with the Property or any part of it.

## **6.9 Compliance with terms of conveyances etc.**

### **6.9.1 Observance**

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents affecting the Property and binding on the Borrower.

### **6.9.2 Indemnity**

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 6.9.1.

### **6.9.3 Charging provision**

All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 6.9.2 will be repaid by the Borrower to the Lender on demand and such money shall be charged on the Property.

## **7 LENDER'S POWERS AND RIGHTS**

### **7.1 Exercise of Statutory Powers**

#### **7.1.1 Exclusion of Section 103**

The Law of Property Act 1925 Section 103 shall not apply to this security.

#### **7.1.2 Enforcement of security and exercise of power of sale**

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's 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 the Law of Property Act 1925 as to the giving of notice or otherwise.

### **7.2 Extension of statutory powers**

#### **7.2.1 Power of sale**

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.

#### **7.2.2 Powers of leasing and accepting surrenders**

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 hereafter (and whether or not he 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 of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purpose of the exercise of these powers the provisions of the Law of Property Act 1925 Section 9 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99 (18).

#### **7.2.3 General**

At any time after this security has become enforceable and notwithstanding the appointment of a receiver the lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.

#### **7.2.4 Exclusion of liability**

The powers referred to in or granted or varied by this clause shall be

exercisable free from any liability on the part of the lender or the person exercising them to the Borrower or any other interested person.

### **7.3 Powers in respect of furniture and effects**

At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any furniture, effects, chattels or other items situate in or at the Property which are not charged by this mortgage, and the Lender will have no liability to the Borrower for any loss incurred in connection with such activities. To the extent the Borrower does not comprise an individual the Lender will have the right to set off any proceeds of sale against the sums due under this security; and to the extent that the Borrower comprises an individual the Lender will pay the net proceeds of any sale (after payment of associated sale costs) to the Borrower on demand.

### **7.4 Power to appoint a receiver**

#### **7.4.1 Appointment**

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 to be a receiver of all or any part of the Property.

#### **7.4.2 Restrictions**

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.

#### **7.4.3 Agency**

Any receiver appointed under this clause 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.

#### **7.4.4 General Powers**

Any receiver appointed under this clause shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1.

#### **7.4.5 Specific powers**

In addition to the powers conferred in clause 7.4.4 any receiver appointed under this clause shall have power at his discretion, and notwithstanding the bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower 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:

7.4.5.1 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;

7.4.5.2 to manage or carry on any business of the Borrower;

7.4.5.3 to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Property;

7.4.5.3 to sell, lease, vary, renew or surrender leases of, or otherwise dispose of all or any part of the Property or to concur in so doing whether in the name of the Borrower or otherwise;

7.4.5.4 to bring, take, defend, compromise, submit to arbitration any actions suits or proceedings whatsoever which may arise in connection with the Property or in any way relating to this security;

7.4.5.5 to repair, insure, manage, protect, improve or replace all or any part of the Property;

7.4.5.6 to do (whether in the name of the Borrower or otherwise) all such acts or things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

#### **7.4.6 Application of money**

All money received by any receiver shall be applied by him in the following order:

7.4.6.1 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;

7.4.6.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender;

7.4.6.3 in or towards satisfaction of the amount owing on this security with the surplus (if any) being paid to the Borrower or other person entitled to it.

#### **7.5 Right to consolidate**

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

### **8 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER**

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

8.1 whether this security has become enforceable;

8.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;

8.3 the propriety of the exercise of any such power;

8.4 whether any money remains due under the security;

8.5 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.

## **9 INDULGENCE AND WAIVER**

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

## **10 REGISTRATION**

The Borrower and the Lender apply to the Chief Land Registrar to enter in the register of the Property on registration of this legal charge a restriction that (except under an order of the Registrar):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Head of Law and Regulation of Newport City Council of Civic Centre Newport NP20 4UR"

## **11 DEMANDS AND NOTICES**

### **11.1 Form**

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on the Borrower or by first class post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business.

### **11.2 Method of service**

Service shall be deemed effective notwithstanding the death of the Borrower on the second day of business immediately following the day of posting if given by post; when dispatched if given by fax; and when left at the property concerned if delivered.

### **11.3 Multiple borrowers**

If the expression "the Borrower" includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

## **12 VALIDITY AND SEVERABILITY**

### **12.1 Enforceability**

Each of the provisions of this mortgage is severable and distinct from the others and if one or more of the provisions becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected.

## 12.2 Lack of capacity

If this mortgage is executed by or on behalf of more than one person and one or more of those persons is not bound by its provisions for any reason, the remaining parties shall continue to be bound as if those who are not bound had not been parties to the security.

## 13 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on a person who is not a party to it.

IN WITNESS whereof the parties hereto have executed this document as their deed the day and year first before written

Executed and delivered as a deed

for and on behalf of Alandy Investment Properties Limited

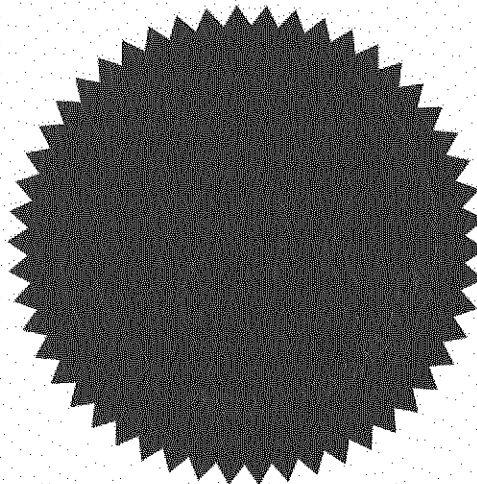
by:

Director: *Alan Plett*

Director or Secretary: *[Signature]*

The seal of NEWPORT CITY COUNCIL

was hereunto affixed in the presence of:



*Gareth Daice*  
Head of Law and Regulation