



**Registration of a Charge**

Company name: **HH PARTNERS LTD**

Company number: **12179347**

Received for Electronic Filing: **03/12/2019**



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**Details of Charge**

Date of creation: **29/11/2019**

Charge code: **1217 9347 0001**

Persons entitled: **ANDREW PHILIP TURNEY, THOMAS ANDREW CHRISTOPHER TURNEY,  
THOMAS HONEYMAN BROWN**

Brief description: **29 COLLEGE GREEN, YEOVIL, SOMERSET, BA21 4JR**

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**Authentication of Form**

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

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**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: **ZARA DAVIES**



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

Company number: 12179347

Charge code: 1217 9347 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2019 and created by HH PARTNERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2019 .

Given at Companies House, Cardiff on 4th 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**

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: WS5839
2	Property: 29 College Green, Yeovil, Somerset BA21 4JR
3	Date: 29th November 2019
4	<p>Borrower: HH Partners Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12179347</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Andrew Philip Turney, Thomas Andrew Christopher Turney &amp; Thomas Honeyman Brown</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>Tapnell Farm, Newport Road, Yarmouth, Isle of Wight PO41 0YJ</p>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>Form L</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Andrew Philip Turney, Thomas Andrew Christopher Turney and Thomas Honeyman Brown or their conveyancer that the provisions of clause 9.1 of a Legal Charge dated 2019 have been complied with.</p>
9	<p>Additional provisions</p> <p>9.1 The Borrower undertakes to the Lender that the Borrower will not make any disposition of the registered estate without the written consent of the Lender which maybe withheld at the entire discretion of the Lender.</p> <p>9.2 In this Charge:</p> <p>9.2.1 "Principal Sum" means the sum of One Hundred and Seventy-Five Thousand Pounds (£175,000.00)</p> <p>9.2.2 "the Interest " means a monthly sum of One Thousand Five Hundred Pounds (£1,500.00) such Interest to be paid for each calendar month if the Principal Sum or any part thereof remains outstanding.</p> <p>9.2.3 "Interest Payment Dates" means the      day of      2020 (three months after the date of this Deed) when the first three months' Interest in the sum of Four Thousand Five Hundred Pounds (£4,500.00) shall become due and payable and thereafter on the      day of each month.</p> <p>9.3 If the Borrower shall:</p> <p>9.3.1 repay the Lender the whole of the Principal Sum together with Interest on the Interest Payment Dates; and</p> <p>9.3.2 if and so long as the provisions of this deed and covenants and obligations (other than those relating to the payment of the Principal Sum) on the part of the Borrower expressed in this deed or implied shall have been observed and performed then the Lender shall accept payment of the Principal Sum and Interest thereon in the manner set out in this clause.</p> <p>9.4 Notwithstanding anything contained above the power of sale under this charge shall be deemed to arise one month after the date hereof.</p> <p>9.5 Upon the payment of all sums due under this charge the</p>

Lender will at the request of the Borrower duly discharge this security

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

9.7 No notice need be given by the Borrower to redeem this Charge

9.8 Power to appoint a receiver

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

9.8.2 Removal

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

9.8.3 Remuneration

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.

9.8.4 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.

9.8.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

9.8.6 Agency

Any receiver appointed under this clause 9 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.

9.8.7 General powers

Any receiver appointed under this clause 9 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 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.

9.8.8 Specific powers

In addition to the powers referred to in clause 9.8.7 any receiver appointed under this clause 9.8.4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, 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:

9.8.8.1 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 or otherwise;

9.8.8.2 to manage or carry on or concur in carrying on any business of the Borrower;

9.8.8.3 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;

9.8.8.4 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;

9.8.8.5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;

9.8.8.6 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;

9.8.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;

9.8.8.8 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;

9.8.8.9 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 and obtain any appropriate permissions, approvals, consents or licences;

9.8.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;

9.8.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and

9.8.8.12 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.

## 9.9 Application of money

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

9.9.1 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 (including preferential debts);

9.9.2 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;

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

10. During the currency of this charge the Borrower covenants with the Lender that the Borrower shall:

10.1 Keep the Property insured with an insurer of repute with the interest of the Lender noted on the policy in respect of public liability with a minimum cover of Two Million Pounds (£2,000,000.00) per claim;

10.2 keep all parts of the Property in good repair; and

10.3 to comply with all covenants and obligations specified or referred to in the charges register of title WS5839.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

## 11 Execution

EXECUTED as a Deed by )  
HH PARTNERS LIMITED )  
by the signature of a single Director )

*H. Sealey*

in the presence of:

Witness signature:

*Andrew Richard Stephenson*

Witness name (printed): ANDREW RICHARD STEPHENSON

Address: 22, HELM DRIVE,

VICTORIA DOCK,

HULL EAST YORKS HU9 1UH

Occupation: SENIOR HYDROGRAPHIC SURVEYOR

## WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

