



**Registration of a Charge**

Company name: **CAMMELLS PROPERTY VENTURES LTD**

Company number: **04597827**



X9C9FIZL

Received for Electronic Filing: **26/08/2020**

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**Details of Charge**

Date of creation: **25/08/2020**

Charge code: **0459 7827 0003**

Persons entitled: **STEPHEN HUGH O'DONNELL, HOWARD CAMMELL & DEBORAH DOUGLAS**

Brief description: **LIMEWOOD PLACE, LINDEN PARK, LITTLEHAMPTON, WEST SUSSEX BN17 7BJ (REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER WSX268302)**

**Contains negative pledge.**

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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: **CHURCHERS SOLICITORS LLP**



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

Company number: 4597827

Charge code: 0459 7827 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2020 and created by CAMMELLS PROPERTY VENTURES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2020 .

Given at Companies House, Cardiff on 27th August 2020

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

25<sup>th</sup> Aug 20

2020

**CAMMELLS PROPERTY VENTURES LIMITED**

and

**STEPHEN HUGH O'DONNELL, HOWARD CAMMELL & DEBORAH DOUGLAS**

**MORTGAGE OF  
LIME WOOD PLACE, LINDEN PARK, LITTLEHAMPTON, WEST SUSSEX BN17 7BJ**

Churchers Solicitors LLP  
12 High Street Fareham Hampshire PO16 7BL  
(ref: NE/087281-87)

## CONTENTS

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### CLAUSE

1. Definitions and interpretation .....	2
2. Loan .....	3
3. Purpose of loan .....	3
4. Repayment .....	3
5. Interest .....	3
6. Grant of security .....	3
7. Perfection of security .....	4
8. Representations .....	4
9. Lender .....	4
10. Covenants .....	5
11. Enforcement of security .....	7
12. Costs .....	7
13. Release .....	7
14. Assignment and transfer .....	7
15. Events of Default .....	8
16. Notices .....	8
17. Governing law .....	9
18. Jurisdiction .....	9

This deed is made on

25 August

2020

## **PARTIES**

- (1) **CAMELLS PROPERTY VENTURES LIMITED** (CRN 04597827) whose registered office is at 1 Riverside Wharf River Road Littlehampton WestSussex BN17 5BZ (**Borrower**)
- (2) **STEPHEN HUGH O'DONNELL** of Warren House, 37a Angola Road, Worthing, West Sussex BN14 8DU, **HOWARD CAMELL** of 1 Riverside Wharf River Road Littlehampton West Sussex BN17 5BZ and **DEBORAH DOUGLAS** of 5 Riverside Wharf River Road Littlehampton WestSussex BN17 5BZ (**Lender**)

## **AGREED TERMS**

### **1. Definitions and interpretation**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions**

**Event of Default:** any event or circumstance listed in clause 15 of this agreement.

**Loan:** the sum of £600,000.00 (or such additional sums) lent or to be lent by the Lender to the Borrower or (as the context requires) the total amount outstanding of that sum to repay the Permitted Security in whole or in part.

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

**Permitted Security:** the Security(s) made between the Borrower and Lloyds Bank Plc.

**Property:** the freehold or leasehold property (whether registered or unregistered) owned by the Borrower at Lime Wood Place Linden Park Littlehampton West Sussex BN17 7BJ and registered with the Land Registry under title number WSX268302.

**Repayment Date:** 24 August 2030

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

#### **1.2 Interpretation**

A reference in this agreement to a mortgage of, or over, the Property applies to:

- (a) all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

## **2. Loan**

The Lender provides the Loan to the Borrower subject to the terms of this agreement.

## **3. Purpose of loan**

The Borrower will use the Loan to discharge the Permitted Security and not for any other purpose.

## **4. Repayment**

- 4.1 The Borrower covenants to repay to the Lender the Loan in full on the Repayment Date or, if earlier, following a demand by the Lender at any time after an Event of Default has occurred, together in each case with all accrued interest and other amounts outstanding under this agreement.
- 4.2 The Borrower may repay to the Lender the Loan in full or in part at any time, following notice to the Lender specifying the amount of the repayment.

## **5. Interest**

- 5.1 The Borrower will pay interest on the Loan at the rate of 5.1% a year above the base rate of Lloyds Bank Plc as varied from time to time.
- 5.2 Interest will accrue daily and will be payable monthly, in arrear, on the last working day of each month and on the Repayment Date.
- 5.3 If the Borrower fails to make any payment due under this agreement on the due date for payment, interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment at 1% above the rate specified in clause 5.1).

## **6. Grant of security**

As a continuing security for the payment and discharge of the Loan and all other amounts secured by this agreement, the Borrower charges the Property with full title guarantee to the Lender by way of a first legal mortgage.

**7. Perfection of security**

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 their 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 [ 25 April ] in favour of [ Stephen O'Donnell, Thomas Connolly ] referred to in the charges register."*

**8. Representations**

The Borrower represents and warrants to the Lender on each day until the Loan has been unconditionally and irrevocably paid in full that:

- (a) the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;
- (b) the Property is free from any Security other than the Security created by this agreement;
- (c) the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;
- (d) there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- (e) there is no breach of any law or regulation that materially adversely affects the Property;
- (f) no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
- (g) nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- (h) no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

**9. Lender**

- 9.1 The Loan provided by the Lender to the Borrower is owed to the individual parties in such amounts as they have lent to the Borrower to be evidenced from time to time by a statement produced by the Lender to the Borrower.

9.2 The amount owed under the Loan by the Borrower to the Lender shall be paid in accordance with the proportions provided by each Lender to include all interest due under clause 5.

9.3 The obligations of the Borrower to the Lender are joint and several.

## **10. Covenants**

### **10.1 Negative pledge and disposal restrictions**

The Borrower will not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Security on, or in relation to, the Property other than the Security created by this agreement;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

### **10.2 Preservation of Property**

The Borrower will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Lender or materially diminish the value of the Property or the effectiveness of the Security created by this agreement.

### **10.3 Repair and maintenance**

The Borrower will keep all fixtures and fittings on the Property in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

### **10.4 No alterations**

The Borrower:

- (a) will not, without the prior written consent of the Lender:
  - (i) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
  - (ii) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 10.3); and



- (b) will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged.

#### **10.5 Insurance**

The Borrower:

- (a) will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and
- (b) will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.5.

#### **10.6 Insurance premiums**

The Borrower:

- (a) will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and
- (b) will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance policies [(or where, in the case of leasehold property, insurance is arranged by the landlord, produce such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease)].

#### **10.7 No invalidation of insurance**

The Borrower will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

#### **10.8 Leases and licences affecting the Property**

The Borrower will not, without the prior written consent of the Lender (which must not be unreasonably withheld or delayed):

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

## **10.9 Payment of rent and outgoings**

The Borrower will:

- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of), when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

## **11. Enforcement of security**

### **11.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this agreement) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of this agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

### **11.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this agreement.

## **12. Costs**

The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (a) this agreement or the Property; and
- (b) suing for, or recovering, the Loan or any other amounts secured by this agreement.

## **13. Release**

Once the Loan and all other amounts secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the Security created by this agreement.

## **14. Assignment and transfer**

Neither the Lender nor the Borrower may assign or transfer any of their rights and obligations under this agreement.

## **15. Events of Default**

Each of the events set out in this clause is an Event of Default.

### **15.1 Non-payment**

The Borrower fails to pay any sum payable by it under this agreement when due, unless its failure to pay is caused solely either by:

- (a) an administrative error or technical problem and payment is made within seven days of its due date; or
- (b) an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or that otherwise prevents the Borrower from complying with their obligations under this agreement.

### **15.2 Non-compliance**

The Borrower fails (other than by a failure to pay) to comply with any clause of this agreement and, if the Lender acting reasonably considers that the default is capable of remedy, the default is not remedied within 14 days of the earlier of:

- (a) the Lender notifying the Borrower of the default and the remedy required; and
- (b) the Borrower becoming aware of the default.

### **15.3 Misrepresentation**

Any representation, warranty or statement made by the Borrower in relation to this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

### **15.4 Insolvency**

Any insolvency liquidation administration of winding up of the Borrower.

## **16. Notices**

16.1 Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

16.2 Any notice or other communication to be given under this agreement must be given to the relevant party at the relevant address stated at the start of this agreement or as otherwise specified by the relevant party in writing to the other party.

- 16.3 Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

**17. Governing law**

This agreement 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 will be governed by and construed in accordance with the law of England and Wales.

**18. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.


This agreement is executed as a deed and is delivered and takes effect on the date written at the beginning of it.

Signed as a deed by **Howard Cammell**  
As director of **Cammells Property**  
**Ventures Limited** in the presence of  
Witness name **MARK SWALES**

Address

Signature

  
signature of Borrower

APPLETREE LODGE, GOLDEN ACLE  
EAST PRESTON, WEST SUSSEX, BN16 1QP  


Signed as a deed by **Stephen Hugh O'Donnell**  
in the presence of witness

Name

Address

Signature

  
signature of Lender

PILGRIMS CRE  
12 High Street  
Farnham, Hampshire

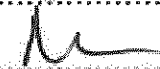
Signed as a deed by **Howard Cammell**  
in the presence of witness

Name

Address

Signature

  
signature of Lender

MARK SWALES  
APPLETREE LODGE, GOLDEN ACLE  
EAST PRESTON, WEST SUSSEX, BN16 1QP  


Signed as a deed by **Deborah Douglas**  
in the presence of witness

Name

Address

Signature

signature of Lender

Signed as a deed by **Howard Cammell**  
As director of **Cammells Property**  
**Ventures Limited** in the presence of  
Witness name

Address

Signature

signature of Borrower

Signed as a deed by **Stephen Hugh O'Donnell**  
in the presence of witness

Name

Address

Signature

signature of Lender

Signed as a deed by **Howard Cammell**  
in the presence of witness

Name

Address

Signature

signature of Lender

Signed as a deed by **Deborah Douglas**  
in the presence of witness

Name

Address

signature of Lender

*Handwritten signature*  
~~HELEN~~ WAKELIN

LUTTMANS FARM BRICKLIN Common