



**Registration of a Charge**

Company name: **United Church Schools Foundation Limited**

Company number: **00018582**



X5H4BUEH

Received for Electronic Filing: **07/10/2016**

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**Details of Charge**

Date of creation: **05/10/2016**

Charge code: **0001 8582 0043**

Persons entitled: **JEFFREY BAINBRIDGE  
COLIN JAMES BAINBRIDGE  
JUDITH BAINBRIDGE**

Brief description: **THE FREEHOLD PROPERTY SITUATE AT POOLE DORSET AND  
REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER DT388020**

**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 SAVE FOR MATERIAL REDACTED PURSUANT  
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ANNE-SOPHIE REYNOLDS**



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

Company number: 18582

Charge code: 0001 8582 0043

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2016 and created by United Church Schools Foundation Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2016 .

Given at Companies House, Cardiff on 10th October 2016

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**

THIS LEGAL CHARGE

is made the

day of

October

2016

BETWEEN

- (1) **UNITED CHURCH SCHOOLS TRUST LIMITED** (registered number 02780748 ) whose registered office is at Fairline House, Nene Valley Business Park, Oundle, Peterborough, PE8 4HN ("the Principal Debtor")
- (2) **UNITED CHURCH SCHOOLS FOUNDATION LIMITED** (registered number 18582) whose registered office is at Fairline House, Nene Valley Business Park, Oundle, Peterborough, PE8 4HN ("the Mortgagor")
- (3) **JEFFREY BAINBRIDGE** of [REDACTED] **COLIN JAMES BAINBRIDGE** of [REDACTED] and **JUDITH BAINBRIDGE** of [REDACTED] ("the Mortgagee")

**WITNESSES AND IT IS AGREED and DECLARED** as follows:-

1. (A) The Principal Debtor hereby covenants with the Mortgagee that the Principal Debtor will pay or discharge to the Mortgagee all moneys and liabilities which for the time being remain due or owing to the Mortgagee by the Principal Debtor  
  
(B) The Mortgagor hereby covenants with the Mortgagee that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Mortgagee all moneys and liabilities which for the time being (and whether on or at any time after such demand) remain due or owing to the Mortgagee by the Mortgagor
2. (i) The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") with the payment or discharge of all monies hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor  
  
(ii) The Mortgagor covenants with the Mortgagee that during the continuance of this security the Mortgagor will not (without the prior written consent of the Mortgagee) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property and hereby requests (if the Mortgaged Property is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in favour of the Mortgagee:

*"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*

I certify this to be a true copy of the original  
Name: Anne-Sophie Reynolds  
Signature: [Signature]  
Date: 07.10.16  
On behalf of Hewitsons LLP

*being of the charge dated [ ] in favour of Jeffrey Bainbridge Colin James Bainbridge and Judith Bainbridge referred to in the charges register"*

3. A demand for payment or any other demand or notice under this security may be made or given by the Mortgagee by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted
4.
  - (a) During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Mortgagee
  - (b) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the previous consent in writing of the Mortgagee
  - (c) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security
5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee arise on and be exercisable at any time after the execution of this security provided that the Mortgagee shall not exercise the said power of sale until payment of the moneys hereby secured or any part thereof has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made
6.
  - (a) At any time after the Mortgagee shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Mortgagee may appoint by writing any person or persons (whether an officer of the Mortgagee or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property
  - (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in clause 6.1 (g) and clause 6.4 hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Mortgagee shall in such appointment specify to the contrary
  - (c) The Mortgagee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
  - (d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be

entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Mortgagee's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

- (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
- (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
- (iii) to raise money from the Mortgagee or others on the security of the Mortgaged Property or otherwise;
- (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
- (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Mortgagee on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Mortgagee in such form as it may require;
- (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms or terminate or accept surrenders of leases or tenancies of the Mortgaged Property and or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
- (vii) to make any arrangement or compromise which the Mortgagee or he shall think fit;
- (viii) to make and effect all repairs improvements and insurances;
- (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

**PROVIDED NEVERTHELESS THAT** the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Mortgagee shall in writing exclude the same whether in or at the time of his appointment or subsequently

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Mortgagee hereunder and hereby extended so as to authorise the Mortgagee whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or

parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Mortgagee in its absolute discretion shall think fit

(f) In no circumstances shall the Mortgagee be liable to account to the Mortgagor as a Mortgagee in possession or otherwise for any moneys not actually received by the Mortgagee

(g) The Mortgagor hereby irrevocably appoints the Mortgagee and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid

(h) All powers of the Receiver hereunder may be exercised by the Mortgagee whether as attorney of the Mortgagor or otherwise

7. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Mortgagee may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Mortgagee in writing from time to time and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Mortgagee the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time the Mortgagor in performing any of the above obligations the Mortgagee may as the case may be insure and keep insured the said buildings in any sum which the Mortgagee may think expedient or may repair and keep in repair the said buildings or may complete any such building operation (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Mortgagee under this provision shall be deemed to be properly paid by the Mortgagee

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Mortgagee requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Mortgagee in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Mortgagee may require

9. All costs charges and expenses incurred hereunder by the Mortgagee and all other moneys paid by the Mortgagee or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality

of the foregoing) all moneys expended by the Mortgagee under clause 7 hereof and all costs of the Mortgagee or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or any part thereof or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Mortgagee's costs charges and expenses shall be on the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof

10. The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Mortgagee) and any moneys which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such moneys had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness
11. In the event of the winding-up or any arrangement with the creditors of the Principal Debtor:-
  - (a) any moneys hereby secured shall be deemed to continue due and owing to the Mortgagee until the same are actually paid;
  - (b) the Mortgagor shall not until the Mortgagee has been fully repaid be entitled to participate in any other security held by the Mortgagee or in moneys received by the Mortgagee on account of moneys due from the Principal Debtor;
12. As between the Principal Debtor on the one hand the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of the moneys hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Mortgagee or in any way preclude the Mortgagee from enforcing or having a recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Mortgagee shall think fit
13. In these presents where the context so admits the expression "the Principal Debtor" and "the Mortgagor" shall include persons deriving title under the Principal Debtor and the Mortgagor or entitled to redeem this security and the expression "the Mortgagee" shall include persons deriving title under the Mortgagee and any reference herein to any statute or section of any



statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

14. This deed shall be governed by English law and each party irrevocably submits, for the exclusive benefit of the Mortgagee, to the jurisdiction of the English court

**IN WITNESS** whereof the Principal Debtor and the Mortgagor have executed these presents as a deed the day and year first above written

**THE SCHEDULE**

The freehold property situate at Poole Dorset and registered at H.M. Land Registry under Title Number DT388020

Executed as a deed by  
**UNITED CHURCH SCHOOLS TRUST**  
**LIMITED** acting by [  
a director in the presence of :-

Witness Signature  
Name  
Date

Handwritten signature

Al Hussain  
ALISON HUSSAIN

Assistant to Company Secretary

Executed as a deed by  
**UNITED CHURCH SCHOOLS**  
**FOUNDATION LIMITED** acting by  
[ ]  
a director in the presence of :-

Witness Signature  
Name  
Date

Handwritten signature

Al Hussain  
ALISON HUSSAIN

Assistant to Company Secretary