



**Registration of a Charge**

Company name: **THE SOCIETY OF AUTHORS**

Company number: **00019993**



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Received for Electronic Filing: **05/09/2018**

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**Details of Charge**

Date of creation: **03/09/2018**

Charge code: **0001 9993 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **24 BEDFORD ROW, LONDON**

**Contains fixed charge(s).**

**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: **HOWARD KENNEDY LLP**



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

Company number: 19993

Charge code: 0001 9993 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2018 and created by THE SOCIETY OF AUTHORS was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2018 .

Given at Companies House, Cardiff on 7th September 2018

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 MORTGAGE dated the  
and

3

day of

September

Two thousand

18

BETWEEN Mortgagor: The Society of Authors Number 00019993 ("you")

and HSBC UK Bank plc ("the Bank") whose address for service for entry on the register is HSBC UK Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY.

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2018 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.

The Property and other assets and the Debt are described and defined below and in the Conditions.

### The Main Subject Matter of this Mortgage

#### 1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) **the Property: Freehold Property known as 24 Bedford Row, London registered at HM Land Registry with title number:**
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property
- (c) any shares or membership rights mentioned in paragraph 4 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

#### 2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt").

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
- (c) interest on the total amount mentioned below in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (d) discount, commission and other lawful charges and expenses;
- (e) money agreed to be paid by you under paragraph 26 of the Conditions.

The total amount recoverable by the Bank from you under this Mortgage shall be limited to the lesser of:

- (i) the amount realised or recovered from the disposal of the property and assets described under Clause 1, together with any other income and monies from such property and assets which are received by the Bank pursuant to the Mortgage; and
- (ii) the sum of £2,000,000.00 (Two Million Pounds Sterling). The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

**Form of Charge Filed at HM Land Registry under reference MD1537E**

**3. Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

"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 charge dated \_\_\_\_\_ in favour of HSBC UK Bank plc referred to in the Charges Register".

**IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE**

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Signed as a deed by the The Society of Authors acting by:

Signature Philip Womack  
Name in full PHILIP WOMACK  
(Block letters)

Director

(For use by a  
Company with  
multiple directors  
and/or a Company  
Secretary)

Signature Nicola Solomon  
Name in full NICOLA SOLOMON  
(Block letters) Company Secretary

~~Director~~/Company Secretary

~~Signed as a deed~~ by the The Society of Authors acting by:

Signature Charles Palliser  
Name in full CHARLES PALLISER  
(Block letters)

Director

(For use where one  
director is  
authorised to sign)

In the presence of:  
Signature of witness N J Solomon

Witness

Full name of witness Nicola Solomon  
(Block letters)

Address: 84 Dragon Gardens SW10 9SB

Occupation: Company Secretary / CEO

## BOARD RESOLUTION

PLEASE NOTE: THIS IS A SAMPLE FORM OF MINUTES ONLY. THE COMPANY AND/OR ITS SOLICITORS ARE RESPONSIBLE FOR THE PREPARATION OF THE COMPANY'S BOARD MINUTES AND FOR ENSURING THAT THEY ACCURATELY REFLECT THE MATTERS DISCUSSED AT THE BOARD MEETING TO WHICH THEY REFER.