



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **NEW BRIGHTON DISTRICT CRICKET COMPANY LIMITED**

Company number: **00033608**

Received for Electronic Filing: **25/06/2013**



X2B9BC0A

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**Details of Charge**

Date of creation: **18/06/2013**

Charge code: **0003 3608 0004**

Persons entitled: **ENGLAND AND WALES CRICKET BOARD LIMITED**

Brief description: **NEW BRIGHTON CRICKET CLUB, RAKE LANE, WALLASEY, CHESHIRE**

**Contains fixed charge(s).**

**Notification of addition to or amendment of charge.**

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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: **SIAN BERRIMAN OF HILLYER MCKEOWN**



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

Company number: 33608

Charge code: 0003 3608 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th June 2013 and created by NEW BRIGHTON DISTRICT CRICKET COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2013 .

Given at Companies House, Cardiff on 25th June 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

18<sup>th</sup> June

2013

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England and Wales Cricket Board Limited

and

New Brighton District Cricket Company Limited

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**LEGAL CHARGE**

relating to  
New Brighton Cricket Club,  
Rake Lane, Wallasey, Cheshire

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## THE LAND REGISTRY

### LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : Merseyside  
Title Number : N/A  
Property : New Brighton Cricket Club, Rake Lane,  
Wallasey, Cheshire

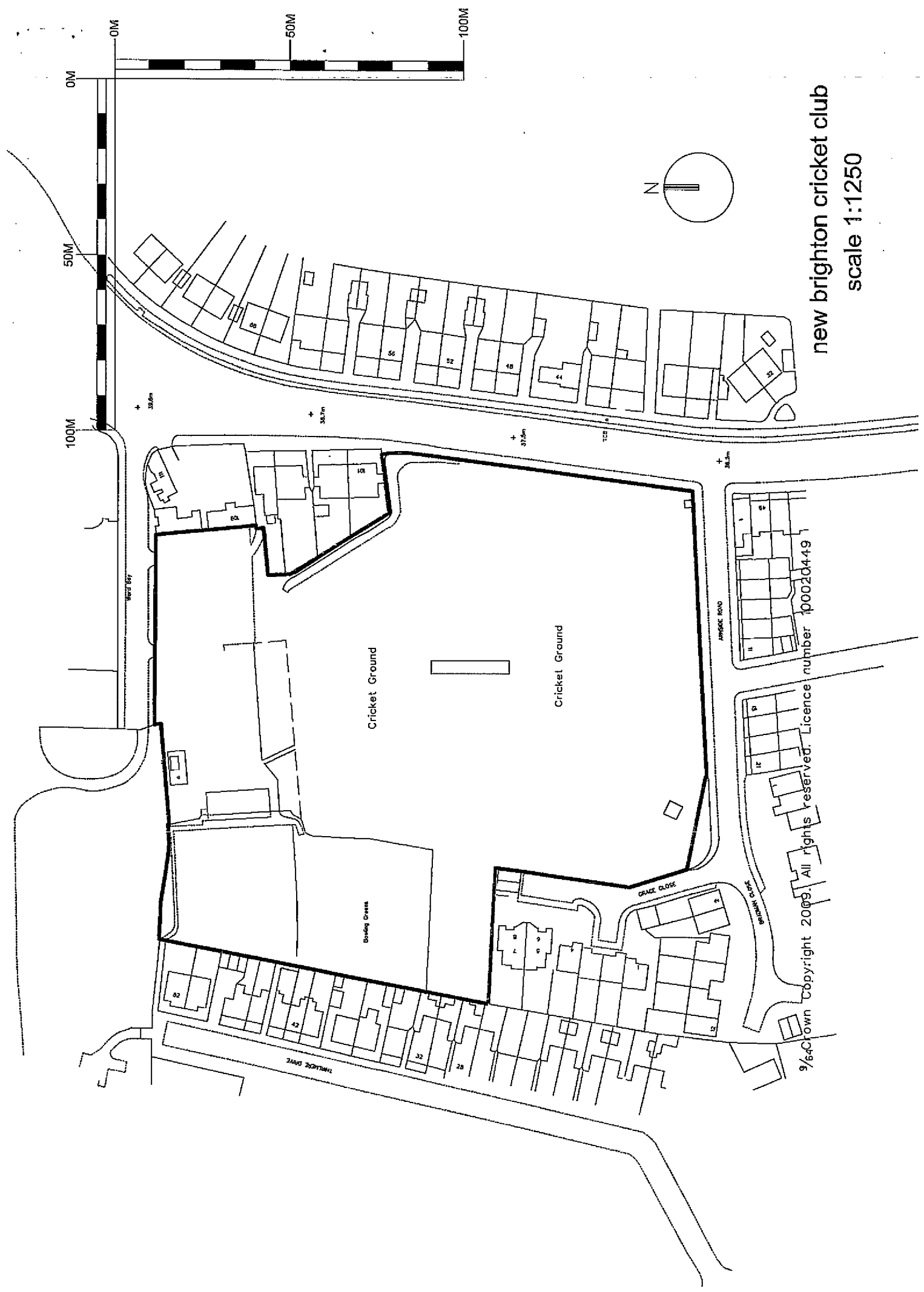
### PARTICULARS

DATE 18<sup>th</sup> June 2013

#### 1. Definitions and Interpretations

- 1.1 "Award" means the individual awards from ECB that in total amount to £149,999 granted by the Chargee to the Chargor subject to the terms and conditions contained in the Award Letters and the Terms and Conditions
- 1.2 "Award Letters" means the award letters sent to the Chargor by the Chargee dated 26<sup>th</sup> October 2010 and 14<sup>th</sup> January 2011
- 1.3 "Chargee" means England and Wales Cricket Board Limited ('ECB') of Lords Cricket Ground, St Johns Wood, London NW8 8QZ
- 1.4 "Chargor" New Brighton District Cricket Company Limited (Company No. 00033608) whose registered office is at The Pavilion, New Brighton Cricket and Bowling Club, Rake Lane, Wallasey, Cheshire

- 1.5     **"Property"**                               means the freehold property known as New Brighton Cricket Club, Rake Lane, Wallasey, Cheshire as shown edged red on the attached plan and as described in an Indenture dated 6<sup>th</sup> May 1924 made between The Progressive Land Company Limited (1) and The New Brighton District Cricket Company Limited (2)
- 1.6     **"Secured Liabilities"**                   means all sums and contingent liabilities now or at any time in the future being or becoming due or owing by the Chargor to the Chargee under the terms of the Award and/or the Terms and Conditions
- 1.7     **"Terms and Conditions"**               dated 21st April 2010 as varied from time to time
2.     The Chargor hereby covenants with the Chargee that it will pay perform and discharge the Secured Liabilities as and when the same become due
3.     The Chargor with full title guarantee charges to the Chargee:
- 3.1     the Property
- 3.2     any other interest in the Property,
- 3.3     all rents receivable from any lease granted out of the Property
- 3.4     the proceeds of any insurance affecting the Property
- 3.5     all fixtures and fittings not forming part of the Property
- 3.6     all plant and machinery at the Property, including any associated warranties and maintenance contracts



new brighton cricket club  
scale 1:1250

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- 3.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business by way of legal mortgage with payment or discharge of the Secured Liabilities payable upon demand upon the breach by the Chargor of or under any of the terms and conditions of the Award Letter and/or the Terms and Conditions
4. The Chargor will permit the Chargee at any time to inspect the Property.
5. The Chargee may appoint or remove a receiver or receivers of the Property. If the Chargee appoints a receiver, the Chargee may fix and pay the receiver's fee and expenses. The receiver will be the Chargor's agent and the Chargor (not the Chargee) will be responsible for the acts, defaults and remuneration of the receiver
6. Section 103 of the Law of Property Act 1925 shall not apply to this security
7. At any time after the money secured by this Deed has become due and payable and this security has become enforceable the 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 that the Law of Property Act 1925 as to the giving of notice or otherwise
8. 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 Chargee may think fit
9. By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it 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 the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers

the provisions of the Law of Property 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)

- 10.1 This deed is in addition to any other security for the Chargor's obligation held by the Chargee now or in the future. The Chargee may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Chargee's other rights.
- 10.2. On request the Chargor will execute any deed or document, or take any other action required by the Chargee, to perfect or enhance the Chargee's security under this deed
11. To give effect to this deed and secure the exercise of any of their powers, the Chargee irrevocably appoints the Chargor, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.
12. Where the Chargor is more than one person the Chargor's obligations include their joint and several liabilities. References to Chargor are to them together and separately.
- 13.1 All consents, notices and demands must be in writing
- 13.2 The Chargee may deliver a notice or demand to the Chargor at the address set out in the Award Letter
- 13.3 A notice or demand signed by an official of the Chargee will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday
- 13.4 A notice from the Chargor to the Chargee will be effective on receipt.
14. The Chargor hereby applies to the Chief Land Registrar for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms:

"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 18 June 2013 in favour of England and Wales Cricket Board Limited referred to in the Charges Register or their conveyancer."


Executed as a Deed by  
ENGLAND AND WALES CRICKET  
BOARD LIMITED acting by

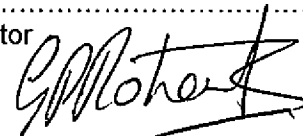
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Director

  
Director/Secretary

Executed as a Deed by  
NEW BRIGHTON DISTRICT CRICKET  
COMPANY LIMITED  
Acting by:

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Director

  
.....  
Director/Secretary