

MR01

Particulars of a charge

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Oyez



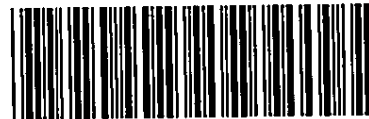
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument Use form MR08

TUESDAY



A07 \*A5ICEMSY\* #215  
25/10/2016  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

**1 Company details**

Company number 0 0 1 8 9 7 5 4

Company name in full ☒ Yeovil Football & Athletic Club Limited

37 For official use

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date ☒ 01 08 2016

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ☒ Norman Hayward

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

**MR01**

## Particulars of a charge

**4****Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All that Freehold land and property and the Stadium thereon at Huish Park, Lufton Way, Yeovil, Somerset BA22 8YF which is registered at the Land Registry under title number ST135866

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

**5****Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes☒ No**6****Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes**7****Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes☐ No**8****Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

**9****Signature**

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

**MR01**

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Neil White (NW/YEO6-8)

Company name

Rawlins Davy

Address

Heliting House

35 Richmond Hill

Post town

Bournemouth

County/Region

Postcode

B

H

2

6

H

T

Country

DX

Telephone

01202 558844

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 189754

Charge code. 0018 9754 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2016 and created by YEOVIL FOOTBALL & ATHLETIC CLUB LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2016.

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Given at Companies House, Cardiff on 1st November 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

We hereby certify this to be a true copy  
of the original

**DATED** 18th October

This 24 day of OCTOBER 2016  
Rawlins Davy Limited  
Helting House  
35 Richmond Hill  
Bournemouth BH2 6HT

**YEOVIL FOOTBALL & ATHLETIC CLUB LIMITED (1)**

**-and-**

**NORMAN HAYWARD (2)**

## **LEGAL CHARGE**

**in favour of Norman Hayward**

**Re: Stadium at Huish Park  
Lufton Way  
Yeovil  
Somerset  
BA22 8YF**

Rawlins Davy Limited  
Helting House  
35 Richmond Hill  
Bournemouth  
BH2 6HT  
(Ref: NW/YEO6-8)

**LAND REGISTRY**  
**LAND REGISTRATION ACTS 1925 TO 2002**

County or County Borough

Somerset : South Somerset

Property.

Freehold land and Stadium thereon at  
Huish Park Lufton Way Yeovil  
Somerset BA22 8YF

Title Number

ST135866

Dated

18<sup>th</sup> October

2016

**1. Background**

- 1.1 The Mortgagor\* is the registered proprietor of the Property\* on the date of this Charge\*
- 1.2 The Mortgagor is indebted to the Mortgagee in the amount of the Principal Sum on the terms and subject to the security provided for in the Loan Agreement\*
- 1.3 The Parties\* intend that the Mortgagor's repayment obligations in the Loan Agreement shall be secured against the Property in the manner provided for herein

(\* as hereinafter defined)

**2. Definitions and interpretation**

In this Charge (unless the context otherwise requires).

- 2.1 "this Charge" means the legal charge herein contained;
- 2.2 "Costs" means all and any legal and other costs, expenses, charges and losses arising under the terms of this Charge;

- 2.3 **"the Loan Agreement"** means that loan agreement of even date entered into between the Parties in respect of the Secured Sums,
- 2.4 **"Interest"** means any and all interest payable under the terms of the Loan Agreement,
- 2.5 **"the Interest Rate"** means such rate or rates of Interest as referred to in the Loan Agreement;
- 2.6 **"the Mortgagee"** means Norman Hayward of Creech Grange, Creech, Wareham, Dorset, BH20 5DF and, where the context so admits, includes his successors in title and assigns,
- 2.7 **"the Mortgagor"** means Yeovil Football & Athletic Club Limited (Co Reg. No. 00189754) whose registered office is at Huish Park Lufton Way Yeovil Somerset, BA22 8YF;
- 2.8 **"the Parties"** means the parties to this Charge;
- 2.9 **"the Principal Sum"** means as defined in the Loan Agreement,
- 2.10 **"the Property"** means all that Freehold land and property and the Stadium standing thereon at Huish Park Lufton Way Yeovil Somerset BA22 8YF which comprises the Registered Title;
- 2.11 **"Redemption Date"** means the Repayment Date as defined in the Loan Agreement,
- 2.12 **"Registered Title"** means Land Registry title number ST135866,
- 2.13 **"Secured Sums"** means the Principal Sum and all money and other liabilities which shall for the time being be due owing or incurred to the Mortgagee by the Mortgagor under the terms of the Loan Agreement or this Charge whether actually or contingently including, but not limited to, Interest and Costs,
- 2.14 Unless expressly stated otherwise in this Charge:

2.14.1 any reference to any gender shall include any other gender and the singular shall include the plural and vice versa;

2.14 2 reference to a clause or paragraph shall be a reference to the clause or paragraph contained in this Charge,

2 14 3 headings are inserted for convenience only and shall not affect the construction or interpretation of this Charge.

### **3. The Legal Charge and Payment of the Secured Sums**

In consideration of the Principal Sum and in consideration of the terms of the Loan Agreement the Mortgagor with full title guarantee charges the Property with payment to the Mortgagee of the Secured Sums on or before the Redemption Date.

### **4. Continuing Security and Independent Advice**

4.1 This security shall be a continuing security to the Mortgagee and shall not be considered as satisfied or discharged by any intermediate payment of any part or parts of the Secured Sums

4 2 The Mortgagor acknowledges that, prior to entering into this Charge, it has received independent legal advice and that it freely enters into this Charge

### **5. Mortgagor's Covenants**

The Mortgagor covenants with the Mortgagee as follows:

#### **5 1 Repair and alterations**

5 1 1 The Mortgagor will keep all and any roadways, paths, buildings, fixtures and fittings, services and service media in, on or associated with the Property for the



time being comprised in this Charge and for which it is the responsibility of the Mortgagor so to do, in good and substantial repair and good working order and if the Mortgagor shall fail to do so the Mortgagee shall then be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Mortgagee as may be necessary or proper without thereby becoming liable as Mortgagee in possession and the Mortgagor will on demand repay to the Mortgagee all the expenses thereby incurred by the Mortgagee and will pay interest at the Interest Rate from the date of demand until repayment on any money not so repaid on demand and all such expenses and interest shall be charged on the Property

- 5.1 2 The Mortgagor shall not without the previous written consent of the Mortgagee make any structural or material alteration to, or pull down or remove any part of part of, any building, fixtures and fittings, services and service media in, on or associated with the Property.

**5.2 Compliance with statutes**

The Mortgagor will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects.

**5.3 Not to register**

That so long as any money remains owing on this security the Mortgagor will not cause or permit any person to be registered under the Land Registration Act 1925 or any substituted statutory provision as the proprietor of the Property or any part of it without the consent in writing of the Mortgagee and that if the Mortgagee shall enter any caution against such registration the costs thereby incurred by him shall be deemed to have been properly incurred as mortgagee.

**6. Registration at the Land Registry**

- 6 1 The Mortgagor and the Mortgagee hereby jointly request the Chief Land Registrar that immediately following completion of this Charge he shall cause to be registered a Form N Restriction at the Land Registry providing as follows.

“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 Norman Haywood of Creech Grange Creech Wareham Dorset BH20 5DF or his conveyancer”

- 6 2 The Mortgagor shall within

6 2 1 14 days of the date of this Charge apply for registration of the same at Companies House and then at the Land Registry, and

6 2 2 7 days after completion of registration of this Charge at the Land Registry supply to the Mortgagee a copy of the relevant entries on the register.

- 6 3 As and when the Mortgagor has discharged the Secured Sums to the Mortgagee, the Mortgagee will at the expense of the Mortgagor procure the discharge of the security under this Charge

**7. Severance**

If any term or provision in this Charge shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Charge but the validity and enforceability of the remainder of this Charge shall not be affected.

8. Successor in Title

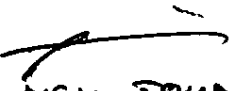
All of the obligations in this Charge and rights granted for the benefit of the Parties shall be binding upon and be capable of exercise by any successors in title or assigns of the Parties.

IN WITNESS whereof the Parties have executed this Charge as a deed the day and year first before written

SIGNED on behalf of **YEOVIL FOOTBALL** )  
**& ATHLETIC CLUB LIMITED** acting by )  
one Director in the presence of )



W Signature  
I  
T  
N Address  
E  
S  
S Occupation

  
NOLAN JOHN WATKINS  
Rowlands Davy Limited  
SOLICITORS  
HELYNIC HOUSE, 35 RICHMOND HILL  
BOURNEMOUTH BH2 6HT

SOLICITOR