

005740/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument Use form MR08

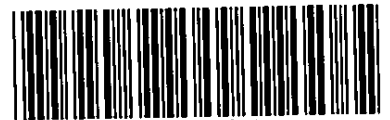
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
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**

THURSDAY



\*A57S94S3\*

A16

26/05/2016

#471

COMPANIES HOUSE

For official use

### 1 Company details

Company number 3 3 3 3 0 3

Company name in full

The Guide Association Trust Corporation

☒ 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 18 05 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 Department of Education

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

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## 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 piece or parcel of ground situate in the Townland of Craigavad Parish of Holywood Baron ~~of~~ Castlereagh Lower in County of Down shown surrounded by a red line on the map attached to the Deed of Covenant and Further Charge and known as Lorne House, Craigavad, County Down

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

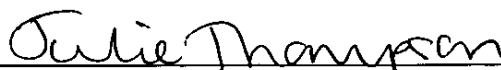
Please sign the form here

Signature

Signature

X

X



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

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## 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 **Julie Thompson**

Company name **Carson Thompson Solicitors**

Address **82a Newry Street**

Post town **Banbridge**

County/Region **Down**

Postcode **B T 3 2 3 H A**

Country

DX **3329 NR Banbridge**

Telephone **028 406 20600**

**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 333303

Charge code: 0033 3303 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2016 and created by THE GUIDE ASSOCIATION TRUST CORPORATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th May 2016

Given at Companies House, Cardiff on 3rd June 2016



**Companies House**



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

Dated this 18th day of May 2016

THE GUIDE ASSOCIATION TRUST CORPORATION

TO

THE DEPARTMENT OF EDUCATION

DEED OF COVENANT AND FURTHER CHARGE

I CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL

Julie Thompson

25/5/16

CARSON THOMPSON  
SOLICITORS  
82A NEWRY STREET  
BANBRIDGE  
CO DOWN BT32 3HA  
Phone (028) 4062 0600  
Fax (028) 4062 0601

THE SOLICITOR  
DEPARTMENT OF FINANCE & PERSONNEL  
DEPARTMENTAL SOLICITOR'S OFFICE  
CENTRE HOUSE  
79 CHICHESTER STREET  
BELFAST  
BT1 4JE

**THIS INDENTURE** made the 18th day of May 2016

Between THE GUIDE ASSOCIATION TRUST CORPORATION a company limited by guarantee and registered No 333303 whose registered office is at 17/19 Buckingham Palace Road London SW1W 0PT hereinafter called "the Company" (which expression shall where the context so requires or admits include its successors in title for the time being) as Trustee of Girlguiding Ulster ("the Group") of the first part, BRENDA HERRON of 65 Heron Wood, Dromore, BT25 1HE and DEBORAH McDOWELL of 26 Malone Hill Park, Belfast, BT9 6RE (hereinafter called "the Representative Charity Trustees" which expression shall where the context so requires or admits include their successors and assigns) of the second part and the DEPARTMENT OF EDUCATION (hereinafter called "the Department" which expression shall where the context so admits include its successors and assigns) of the other part

**WHEREAS:-**

- 1 The Girl Guides Association Trust Corporation was incorporated on 4 November 1937 for the purpose inter alia of accepting and holding as Trustee for The Girl Guides Association or any branch thereof or company or local association of Girl Guides or any charitable body or association real or personal property of all kinds and has been duly authorised to act as a Trust Corporation
- 2 By Conveyance dated 1 April 1946 made between Robert Watts The Right Honourable John Clarke MacDermott and John Archer of the one part and The Girl Guides Association Trust Corporation of the other part the premises therein, short particulars whereof are described in the First Schedule hereto and portion of which is more particularly described in the

Second Schedule hereto (hereinafter called "the Scheduled Premises") became vested in The Girl Guides Association Trust Corporation forever subject as therein for and on behalf of the Northern Ireland Branch of the Girl Guides Association

- 3 By Certificate of Incorporation on Change of Name dated 1 January 1995 the name of The Girl Guides Association Trust Corporation was changed to The Guide Association Trust Corporation
- 4 By Deed of Covenant and Charge dated 26 October 2007 ("the Principal Indenture") made between the Company and the Department the Department made a grant ("the First Grant") to the Company towards the cost of an asbestos and electrical survey together with general repairs to Lorne House Craigavad County Down and repayment of the First Grant was secured on the premises referred to in the Principal Indenture
- 5 By Deed of Covenant and Further Charge dated 12<sup>th</sup> June 2008 ("the Second Indenture") made between the Company and the Department the Department made a second grant ("the Second Grant") to the Company towards the cost of heating insulation and refurbishment at Marion Greeves Centre Criagavad County Down and repayment of the Second Grant was secured on the premises referred to in the Second Indenture
- 6 By a Deed of Covenant and Further Charge dated 13<sup>th</sup> June 2008 ("the Third Indenture") made between the Company and the Department, the Company made a third grant ("the Third Grant") to the Company towards the cost of a major works scheme at Lorne House and repayment of the Third Grant was secured on the premises referred to in the Third Indenture

7 The Company has applied to the Department under the provisions of the Youth Service (Northern Ireland) Order 1989 (hereinafter called "the Order") for a grant towards the cost of upgrading electrics including emergency lighting, a new boiler and water heating system together with bathroom improvements, new lifts internally and ramps externally at Lorne House on the Scheduled Premises

8 The Department has agreed (with the approval of the Department of Finance and Personnel) to make a fourth Grant to the Company of a sum not exceeding £145,000 towards the expenditure incurred by the Company (which said sum is hereinafter referred to as "the Fourth Grant") subject to the terms and conditions hereinafter contained

9 The Scheduled Premises are held in trust for the Registered Charity, The Guide Association in Ulster Charity No 103728

10 The Charge contained herein falls within Section 60(9) of the Charities Act (Northern Ireland ) 2008

11 The Charity has power under the trusts of the charity to grant the charge and it has obtained and considered proper advice given to it in writing on

—  
(a) whether the grant is necessary in order for the Charity to be able to pursue the particular course of action in connection with which it is seeking the grant,

(b) whether the terms of the grant are reasonable having regard to the status of the charity as the prospective recipient of the grant , and

(c) the ability of the charity to repay on those terms the sum proposed to be paid by way of grant



12 The Representative Charity Trustees having been duly authorised for that purpose in accordance with the provisions of Section 169(1) of the Charities Act (Northern Ireland) 2008 have been joined as parties to this Deed for the purposes of complying with Section 58(2)(b) of that Act

**NOW THIS INDENTURE WITNESSETH** that in pursuance of said agreement and in consideration of the Fourth Grant to be made to the Company out of moneys provided in accordance with the Order the Company does hereby covenant with the Department in manner following -

- (a) To perform and observe all the terms covenants provisos and conditions contained in the Principal Indenture, the Second Indenture and the Third Indenture as if they were herein fully set forth and specifically made applicable hereto
- (b) To use the Scheduled Premises for the purpose of providing and maintaining thereon youth facilities subject to and in accordance with the Order or any statutory modification or re-enactment thereof for the time being in force and for no other purpose whatsoever provided that the occasional holding of entertainments for the benefit of the Group shall not be deemed to be a breach of this covenant
- (c) Not to use the Scheduled Premises or any part thereof for political or church or other denominational purposes
- (d) To observe and perform all the covenants and conditions contained in the Principal Indenture, the Second Indenture and the Third Indenture and in the instrument under which the Scheduled Premises are held
- (e) To expend the Fourth Grant for the purposes hereinbefore mentioned and for no other purpose

- (f) To permit the Department its officers servants and workmen at all reasonable times to enter upon the Scheduled Premises or any part thereof to inspect the same and the various activities carried on therein and the state of repair of any buildings which now are or may hereafter be erected on the Scheduled Premises
- (g) To insure all buildings which now are or may hereafter be erected on the Scheduled Premises and all fixtures fittings and equipment therein and thereon against loss or damage by fire for a sum equal to the full value thereof in the names of the Company in an Insurance Company to be approved by the Department and to keep the same so insured and upon the request of the Department from time to time to produce to the Department the policy of such insurance and the receipt for the then current year's premium and if the buildings on the Scheduled Premises or any part thereof or the fixtures fittings and equipment or any part thereof shall be destroyed or damaged by fire forthwith to expend the moneys received under such insurance or so much thereof as the Department may require in rebuilding reinstating or replacing the same under the direction of the Department
- (h) To prosecute with due diligence any claim arising under statute or otherwise in respect of damage to the Scheduled Premises or buildings thereon or the fixtures fittings or other equipment therein and thereon caused unlawfully wantonly or maliciously and to apply any sum recovered under such claim in or towards rebuilding or reinstating the premises and buildings thereon and replacing the fixtures fittings and equipment aforesaid under the direction of the Department or at the option

of the Company to repay to the Department the said sum or such part thereof as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of 1 month from the date of demand by the Department

(i) If within 22 years from the date hereof the Scheduled Premises or any part thereof

(i) are disposed of,

(ii) cease in the opinion of the Department to be used in accordance with the covenants on the part of the Company and conditions herein contained, or

(iii) cease in the opinion of the Department to be required for the purpose for which the Fourth Grant was paid by the Department

there shall be payable to the Department by the Company a sum which the Department considers equitable but which does not exceed the sum determined by the calculation set forth in Article 8(3) of the Order And it is hereby declared that any sum payable to the Department under the provisions of this covenant shall be in addition to and not in substitution for any other sum payable to the Department under the provisions of these presents

**AND THIS INDENTURE FURTHER WITNESSETH** that for the consideration aforesaid the Company does hereby charge the Scheduled Premises with the repayment to the Department of such sums as may be lawfully demanded by the Department under the provisions in that behalf herein and in the Principal Indenture, Second Indenture and Third Indenture contained PROVIDED

ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows -

- (1) That the Rules governing the purposes for which the Scheduled Premises may at any time be used shall be subject to approval of the Department and that eligibility to enjoy the facilities of the Scheduled Premises shall not be restricted on denominational grounds or made conditional on denominational religious observances
- (2) That the Company shall not without the consent of the Department first had and obtained sell lease mortgage charge or otherwise dispose of the Scheduled Premises or any part thereof PROVIDED HOWEVER that the Company shall have power with the consent of the Department first had and obtained to sell or dispose of the Scheduled Premises or any part thereof freed and discharged from the covenants and conditions herein contained and in such manner as the Company shall think fit subject to the provisions of covenant (1) hereinbefore contained
- (3) The several conditions and provisos herein contained shall be and remain in force for the period of 22 years from the date hereof
- (4) That no alteration amendment or addition to the Rules or Constitution of the Guide Association in Ulster operating under the name of Girlguiding Ulster shall be made without the prior written consent of the Department and in the event of such alteration amendment or addition being made without the Department's prior written consent, the Company shall, if so required, repay to the Department (in addition to the First Grant, the Second Grant and the Third Grant) the Fourth Grant or such part thereof as the Department may lawfully require

- (5) That if all or any of the covenants conditions agreements and declarations herein contained shall not be duly performed and observed then and in any such case or cases the Company shall if required by the Department repay or cause to be repaid to the Department on demand (in addition to the First Grant, the Second Grant and the Third Grant) the whole or such portion or portions of the Fourth Grant as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of one month from the date of demand by the Department Provided that the liability of the Company to repay the Fourth Grant may at the discretion of the Department be reduced by one twenty-second of the total amount of the Fourth Grant for each complete year in which the said covenants conditions agreements and declarations shall have been duly performed and observed
- (6) That the provisions of these presents relating to the Scheduled Premises shall be in addition to and not in substitution for the provisions of the Principal Indenture, the Second Indenture and the Third Indenture
- (7) That all the powers provisions and covenants contained or implied in the Principal Indenture, the Second Indenture and the Third Indenture whether in favour of the Department or the Company whether in favour of the Department or the Company in relation to the First Grant, the Second Grant and the Third Grant shall mutatis mutandis and so far as the same are consistent with these presents be applicable to this security as fully as if the same powers provisions and covenants had been herein set out and specifically made applicable hereto

## FIRST SCHEDULE

**ALL THAT AND THOSE** the three parcels of lands hereditaments and premises containing by admeasurement respectively seven acres two roods and five perches, five acres one rood and twenty perches and three roods and thirty-four perches statute measure or thereabouts being portion of the Townland of Craigavad, and the parcel of land hereditaments and premises containing by admeasurement five acres and sixteen perches statute measure or thereabouts being portion of the Townland of Ballycultra all which said premises are situate in the Parish of Holywood Barony of Lower Castlereagh and County of Down as more particularly described and granted by the said recited Indenture of Conveyance dated the First day of April One thousand nine hundred and forty-six Together with the dwelling-house known as "Lorne" erected thereon and all other erections buildings ways lights watercourses rights privileges easements and appurtenances whatsoever to the said premises appertaining or enjoyed therewith **EXCEPTING AND RESERVING** thereout all such matters and things as are excepted and reserved in and by any of the Indentures under which the said premises are respectively held

## SECOND SCHEDULE

ALL THAT piece or parcel of ground situate in the Townland of Craigavad Parish of Holywood Barony of Castlereagh Lower and County of Down shown surrounded by a red line on the map attached hereto together with the dwelling houses and premises erected thereon and known as Lorne House Craigavad in the County of Down

