



Registration of a Charge

Company name: **OLD MANOR CLUB (WALLASEY) LIMITED(THE)**

Company number: **00400940**



X758LMA3

Received for Electronic Filing: **04/05/2018**

Details of Charge

Date of creation: **01/05/2018**

Charge code: **0040 0940 0005**

Persons entitled: **MONARENT LIMITED**

Brief description: **FREEHOLD LAND KNOWN AS THE OLD MANOR CLUB (WALLASEY),
WITHENS LANE, LISCARD, WALLASEY, CH45 7NF, AND REGISTERED AT
THE LAND REGISTRY UNDER TITLE MS420135**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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: **R. ROBERTS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 400940

Charge code: 0040 0940 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2018 and created by OLD MANOR CLUB (WALLASEY) LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2018 .

Given at Companies House, Cardiff on 9th May 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 CHARGE is made the 18th day of MAY 2018

BETWEEN

THE OLD MANOR CLUB (WALLASEY) LIMITED of Withens Lane, Liscard, Wallasey CH45 7NF ("the Mortgagor") of the one part and **MONARENT LIMITED** (Company number 03472617) whose registered office is at 46 Fountain Street, Manchester, M2 2BE ("the Mortgagee" which expression shall include the successors in title of the Mortgagee) of the other part

WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Mortgagor is the estate owner of the property described in the Schedule hereto ("the Mortgaged Property") for the estate or interest therein mentioned and subject as is mentioned in the said Schedule but otherwise free from encumbrances.
- 2.1 The Mortgagor hereby acknowledges receipt from the Mortgagee of a loan of thirty five thousand pounds (£35,000.00) ("the Loan").
- 2.2 The Loan shall carry interest at the rate of 6% per annum and compounded on a daily basis and such interest shall accrue and continue to accrue on the Loan from the date of advance thereof until the date of actual repayment thereof.
- 2.3 Subject to the right of the Mortgagee at any time to demand repayment of the Loan together with accrued interest thereon in the event of the Mortgagor defaulting in its obligations hereunder the Loan together with accrued interest thereon shall be repaid on the first anniversary of this Legal Charge.
3. Demand for payment or any other demand or notice under this deed may be made or given by any authorised representative or the Mortgagee by letter addressed to the Mortgagor (either by name or as such) and sent by pre-paid letter post to the Mortgagor or left at the Mortgagor's last known place of abode or business.
4. The Mortgagor hereby charges to the Mortgagee by way of legal mortgage with full title guarantee the Mortgaged Property with the payment to the Mortgagee of all moneys covenanted to be paid hereunder or otherwise hereby secured.
5. The Mortgagor hereby covenants with the Mortgagee as follows:-
 - 5.1 To keep the Mortgaged Property in good repair and condition.
 - 5.2.1 To keep the Mortgaged Property insured in the names of the Mortgagor and the Mortgagee with an insurance office of repute to be approved by the Mortgagee for the full reinstatement value thereof against fire, explosion, lightning, earthquake, flood, storm, tempest, impact and such other risks or perils as shall from time to time be specified by the Mortgagee and to pay punctually all premiums required to be paid for effecting and maintaining such insurance and to produce to the Mortgagee on demand the policy or policies of such insurance and the receipts for all premiums paid.
 - 5.2.2 All moneys received on any insurance whatsoever in respect of loss or damage to the Mortgaged Property or any part thereof shall if the Mortgagee so requires be applied

in making good the loss or damage or in or towards the discharge of the moneys for the time being secured by this deed.

- 5.3 Not without the written consent of the Mortgagee to carry out any development on or to change the existing use of the Mortgaged Property within the meaning of the enactments (including delegated legislation) relating to town and country planning ("the Planning Legislation") and not to contravene any of the provisions of the Planning Legislation or any other enactments statutory regulations or by-laws relating to or affecting the Mortgaged Property and on receipt or on becoming aware of any notice or other document which relates to or which affects or might affect the Mortgaged Property or the use thereof forthwith to give written notice thereof to the Mortgagee together with full information concerning the said notice or document and (if so required by the Mortgagee) a copy thereof.
- 5.4 Not without the previous consent of the Mortgagee to create or agree to create any lease or tenancy or part with or share the possession or occupation of the Mortgaged Property or any part thereof nor to grant or agree to grant any charge or mortgage in respect thereof or of any part thereof and (if applicable) the Mortgagor hereby applies to the Chief Land Registrar to enter a restriction in the register of the Mortgagor's title to the effect that no charge by the proprietor of the land is to be registered without the consent of the proprietor for the time being of this present charge.
- 5.5 To observe and perform all covenants conditions agreements restrictions and stipulations (if any) for the time being affecting the Mortgaged Property or the mode of user or enjoyment of the same or of any part thereof.
- 5.6 To pay and discharge all existing and future rent charges rents rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed pursuant to or by deed or agreement or statute or otherwise and even though of a wholly novel character)
now or at any time during the continuance of this security payable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof or of any part thereof.
- 5.7 To execute and do at the Mortgagor's expense all such works and things whatsoever as may now or at any time during the continuance of this security be directed or required by any national local or public authority to be executed or done upon or in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof or of any part thereof.
- 5.8 To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by or pursuant to any existing or future legislation in respect of any works carried out by the Mortgagor on the Mortgaged Property or of any user thereof or of any part thereof during the continuance of this security.
- 5.9 Not to let any person be registered as proprietor of the Mortgaged Property under the Land Registration Acts 1925 - 1986 unless required by statute and in such case to notify the Mortgagee forthwith.

6. If at any time during the continuance of this security there shall be any breach or non-performance of any of the covenants contained in clause 5 hereof it shall be lawful for but not obligatory upon the Mortgagee to perform the same and to pay all costs expenses and damages occasioned by such breach or non-performance and for that purpose to enter on the Mortgaged Property without becoming liable to account as mortgagee in possession.
7. The Mortgagee shall at any time after the execution of this deed have the power of sale and other powers conferred by the Law of Property Act 1925 and section 103 of the said Act shall not apply hereto.
8. Section 93 of the Law of Property Act 1925 shall not apply hereto.
- 9.1 The statutory power to appoint a receiver may be exercised at any time after payment of any moneys hereby secured has been demanded and any receiver so appointed shall in addition to all powers conferred by statute have full power at any time in his own name or the Mortgagor to make any arrangements or allowances with any existing or former tenant or occupier of the Mortgaged Property and to do all such acts as he shall think fit to grant or determine or accept the surrender of any tenancy or licence relating to the Mortgaged Property or any part thereof.
- 9.2 Any such receiver shall be deemed to be the agent of the Mortgagor who shall alone be liable for any act default or omission of such receiver.
10. All moneys expended by the Mortgagee for any of the purposes of this deed and all costs charges and expenses incurred by the Mortgagee in relation to or in connection with the creation protection enforcement or discharge of this security or the recovery of the moneys hereby secured or any part thereof or of the enforcement of any liability hereunder whether involving litigation or not and on the basis of a full complete and unqualified indemnity together with interest thereon at the rate aforesaid (as well after as before any judgement) from the time of the same having been expended or incurred shall on demand be repaid by the Mortgagor to the Mortgagee and until such repayment shall be charged on the Mortgaged Property and shall accordingly be moneys secured by this deed provided that the charge hereby created shall be in addition and without prejudice to any and every other remedy lien or security which the Mortgagee may or but for the said charge would have for the recovery of the moneys thereby secured or any part thereof.
11. A certificate purporting to be signed by any officer of the Mortgagee that any person is or was at any specified time an authorised representative of the Mortgagee for any of the purposes of this deed shall be conclusive evidence against the Mortgagor of the matters so certified.
12. If the Mortgagee shall enter into possession of the Mortgaged Property or any part thereof the Mortgagee may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of such possession provided that notice of such fact shall within 7 days after its happening be given to the Mortgagor.

13. Where the expression "the Mortgagor" shall include more than one person then the covenants on the part of the Mortgagor shall be joint and several.
14. The security hereby created and the liability of the Mortgagor hereunder shall not be discharged or affected by any time given to the Customer or any release or modification of the Customer's liability to the Mortgagee or by any act or omission of the Mortgagee in relation to the Customer whereby the said security or the said liability would or might but for this present provision have been discharged or affected.

THE SCHEDULE above referred to

the Mortgaged Property

The freehold property known as The Old Manor Club (Wallasey), Withens Lane, Liscard, Wallasey CH45 7NF being the property comprised in title MS420135 at the Land Registry.

IN WITNESS whereof the Mortgagor has executed this document as a deed the day and year first before written.

Executed as a Deed by the said
Old Manor Club (Wallasey) Limited
acting by:-

Director



Director / Secretary

