Companies House

MR01(ef)

Registration of a Charge

Company name: **DULWICH PREPARATORY SCHOOLS TRUST**

Company number: **00579923**

Received for Electronic Filing: **05/08/2020**

X9ASTP4Q

Details of Charge

Date of creation: **29/07/2020**

Charge code: **0057 9923 0005**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE COMPANY CHARGES TO THE BANK ALL LEGAL INTEREST IN THE PROPERTY, BY WAY OF LEGAL MORTGAGE. THE PROPERTY IS DEFINED AS 23 BOWEN DRIVE, LONDON SE21 8NS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SGL446682.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **MATTHEW NORTH, SOLICITOR, FARRER & CO LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 579923

Charge code: 0057 9923 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2020 and created by DULWICH PREPARATORY SCHOOLS TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2020 .

Given at Companies House, Cardiff on 6th August 2020

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

Our ref: 5608752/MD12

Legal Charge – Commercial Property (–Charitable Company)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: DULWICH PREPARATORY SCHOOL TRUST **Registered No:** 312715

{a body corporate under Part 10 of the Charities Act 2011}

Bank: National Westminster Bank Plc

Property: 23 BELSIZE DRIVE LONDON SE24 9NS (Land Registry Title No: SGL44682).

References to **Property** include any part of it and the other assets charged by Clause 2.

Date: 29 07 20 ← **You must date the document**

1. **Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.

1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. **Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee:

2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage.

2.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future:

2.2.1 any other interest in the Property.

2.2.2 all rents receivable from any lease granted of the Property.

2.2.3 all the goodwill of the Owner's business carried on at the Property.

2.2.4 the proceeds of any insurance affecting the Property.

2.2.5 all fixtures and fittings not forming part of the Property.

2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts.

2.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

3. **Restrictions**

The Owner will not, without the Bank's consent:

3.1 permit or create any mortgage, charge or lien on the Property.

3.2 dispose of the Property.

3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.

3.4 part with or share possession or occupation of the Property.

4. **Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

5. **Property Undertakings**

The Owner will:

5.1 permit the Bank at any time to inspect the Property.

5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense.

5.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations.

5.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.

5.5 keep the Property in good condition.

5.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.

5.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

6. **Possession and Exercise of Powers**

6.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.

6.2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

6.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

6.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

7. **Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

8. **Powers of the Bank and Receivers**

8.1 The Bank or any receiver may:

8.1.1 carry on the Owner's business that is conducted at the Property.

8.1.2 enter, take possession of, and/or generally manage the Property.

8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.

8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.

8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.

8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.

8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.

8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

8.1.9 employ advisers, consultants, managers, agents, workmen and others.

8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

8.1.11 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.

8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.

8.3 Joint receivers may exercise their powers jointly or separately.

8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Bank may exercise any of its powers even if a receiver has been appointed.

8.6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

8.7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

9. **Application of Payments**

9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

9.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

10. **Preservation of Other Security and Rights and Further Assurance**

10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank 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 guarantee or any of the Bank's other rights.

10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

11. **Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. **More than One Owner**

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

13. **Consents, Notices and Demands**

13.1 All consents, notices and demands must be in writing.

13.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.

13.3 A notice or demand signed by an official of the Bank 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 6.00 p.m. 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 Owner to the Bank will be effective on receipt.

14. **Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

15. **Law**

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

16 **Charities Act 2011 (the "Charities Act")**

~~Exempt Charity~~

~~The land charged is held by the Owner, an exempt charity.~~

~~OR~~

Non-Exempt Charity

The land charged is held by the Owner, an incorporated body of trustees under the Charities Act and a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act so that the restrictions imposed by section 124 of that Act apply. The Owner and the Trustees certify that they have power under its trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act.

17 Deed of Appointment and Covenant - Rider

Executed and **Delivered** as a deed by the Owner acting by)

~~A majority of the trustees of the charity~~)

~~OR~~)

Two or more of the trustees of the charity duly authorised by all the trustees under s 333 of the Charities Act)

[redacted]

[redacted]

Rider

Should the Bank exercise its power of sale or otherwise take over the Property as mortgagee in possession the Owner hereby covenants to enter without delay into a Deed of Apportionment and Covenant supplemental to a lease of the Property and other premises dated 18 October 2017 and made between the Borrower (1) and Dulwich Prep London (2) such deed to be in a form reasonably required by the Bank and stipulating:

i. the apportioned rent payable in respect of the Property (such apportionment to be on the basis of market value) and the apportionment of other rights and liabilities as appropriate;

ii. the practical mechanics of rent collection; compliance with landlord's obligations; and enforcing tenants obligations;

iii. that the Owner will cooperate with the Bank over any notices to be served on the tenants of the Property or action to be taken in relation to the tenants of the Property; and

iv. any other matter which the Bank reasonably requires the Deed of Covenant to regulate in order to permit either the proper management or the sale of the Property.