



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X71J7Q7T

Received for Electronic Filing: **12/03/2018**

Details of Charge

Date of creation: **01/03/2018**

Charge code: **0067 0176 0479**

Persons entitled: **BURTON AND SOUTH DERBYSHIRE COLLEGE**

Brief description: **THE PROPERTY KNOWN AS THE FREEHOLD LAND LYING TO THE SOUTH OF STATION ROAD, ROLLESTEN ON DOVE, BURTON-ON-TRENT REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SF499490**

Contains fixed charge(s).

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 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0479

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2018 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2018 .

Given at Companies House, Cardiff on 14th March 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**

Dated

^{1st}
2nd March 2018

Brown Jacobson
LLP

- (1) BELLWAY HOMES LIMITED
- (2) BURTON AND SOUTH DERBYSHIRE COLLEGE

Legal Charge

Date:

1st
2nd March

2018

Brown
Jackson
LLP

Parties:

- (1) BELLWAY HOMES LIMITED a company incorporated and registered in England and Wales with company number 00670176, whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (the Owner); and
- (2) BURTON AND SOUTH DERBYSHIRE COLLEGE of Lichfield Street, Burton on Trent, Stafford (the College).

1 Definitions

The following words shall have the following meanings in this deed:

Contract: means the contract for sale and purchase of the Property entered into between the College and the Owner dated on or about the date of this deed;

Owner's Obligations: has the meaning set out in clause 2 below;

Property: means the freehold land lying to the south of Station Road, Rolleston On Dove, Burton-on-Trent registered at the Land Registry with title number SF499490.

2 Owner's Obligations

The Owner will pay to the College on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the College (present, future, actual or contingent) pursuant to the Contract and include:

- 2.1 interest at the rate charged by the College, 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 College; and
- 2.2 any expenses the College or a receiver reasonably incurs (but on a full indemnity basis and with interest from the date of payment) in enforcing or exercising any power under this deed.

3 Charge

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

- 3.1 charges to the College all legal interest in the Property, by way of legal mortgage;
- 3.2 gives to the College a fixed charge over any of the following property of the Owner, whether owned now or in the future:
 - 3.2.1 any other interest in the Property;
 - 3.2.2 all rents receivable from any lease granted of the Property;

- 3.2.3 all the goodwill of the Owner's business carried on at the Property;
- 3.2.4 the proceeds of any insurance affecting the Property;
- 3.2.5 all fixtures and fittings not forming part of the Property;
- 3.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts; and
- 3.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

4 Restrictions

The Owner will not, without the College's consent in accordance with the provisions of the Contract:

- 4.1 permit or create any mortgage, charge or lien on the Property;
- 4.2 dispose of the Property;
- 4.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting; or
- 4.4 part with or share possession or occupation of the Property.

5 Land Registry

The Owner and the College 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 College referred to in the charges register". The College may also register any priority arrangements at the Land Registry which will then be publicly available.

6 Property Undertakings

The Owner will:

- 6.1 permit the College at any time to inspect the Property;
- 6.2 keep all Property of an insurable nature comprehensively insured (including if requested by the College, terrorism cover) to the College's reasonable satisfaction for its full reinstatement cost. In default, the College may arrange insurance at the Owner's expense;
- 6.3 hold on trust for the College all proceeds of any insurance of the Property. At the College's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations;
- 6.4 where required by the College, deposit with the College all insurance policies (or copies where the College agrees), and all deeds and documents of title relating to the Property;

6.5 keep the Property in at least in the same condition as the same is now in.

7 Possession and Exercise of Powers

7.1 The College 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 College takes possession.

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

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

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

8 Appointment of Receiver

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

9 Powers of the College and Receivers

9.1 The College or any receiver may:

9.1.1 carry on the Owner's business that is conducted at the Property;

9.1.2 enter, take possession of, and/or generally manage the Property;

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

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

9.1.5 complete any transactions by executing any deeds or documents in the name of the Owner;

9.1.6 take, continue or defend any proceedings and enter into any arrangement or compromise;

9.1.7 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;

9.1.8 employ advisers, consultants, managers, agents, workmen and others;

- 9.1.9 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; or
- 9.1.10 do any acts which the College or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 9.3 Joint receivers may exercise their powers jointly or separately.
- 9.4 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.
- 9.5 The College may exercise any of its powers even if a receiver has been appointed.
- 9.6 The College may set off any amount due from the Owner against any amount owed by the College to the Owner. The College may exercise this right, without prior notice, both before and after demand. For this purpose, the College may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.7 Any credit balance with the College 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 College allowing the Owner to make withdrawals will not waive this restriction.

10 Application of Payments

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

11 Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the College now or in the future. The College 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 College's other rights.
- 11.2 On request, the Owner will execute any deed or document, or take any other action required by the College, to perfect or enhance the College's security under this deed.

12 Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the College, 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.

13 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.

14 Consents, Notices and Demands

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

14.2 the College may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the College.

14.3 A notice or demand signed by an official of the College 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.

14.4 A notice from the Owner to the College will be effective on receipt.

15 Transfers

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

16 Law

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

16.2 For the benefit of the College, 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.

Discussion

6

Dated 15th March 2018

- (1) BELLWAY HOMES LIMITED
- (2) BURTON AND SOUTH DERBYSHIRE COLLEGE

Legal Charge

Date:

1st March

2017

Parties:

- (1) **BELLWAY HOMES LIMITED** a company incorporated and registered in England and Wales with company number 00670176, whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (the Owner); and
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 - 9.1.7 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;
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16.1 English law governs this deed and the English courts have exclusive jurisdiction.

16.2 For the benefit of the College, 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.

Executed and Delivered as a deed by
BELLWAY HOMES LIMITED

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Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature: _____

Name: _____

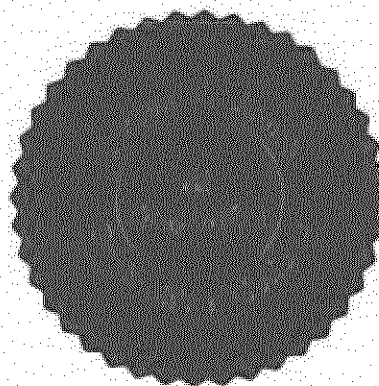
Address: _____

Occupation: _____

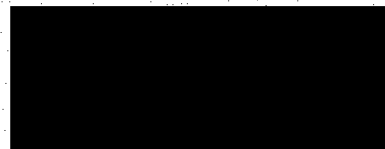
The Common Seal of
BURTON AND SOUTH DERBYSHIRE
COLLEGE

Was hereunto affixed in the presence of

)
)



Governor



Governor

