



Registration of a Charge

Company Name: **DIOCESAN TRUSTEES (OXFORD) LIMITED**

Company Number: **00867729**



Received for filing in Electronic Format on the: **12/05/2021**

XA4DEF08

Details of Charge

Date of creation: **05/05/2021**

Charge code: **0086 7729 0027**

Persons entitled: **METHODIST CHAPEL AID LIMITED**

Brief description: **ARBORFIELD SCHOOL HOUSE, SCHOOL ROAD, ARBORFIELD CROSS, READING RG2 9NX AS SHOWN EDGED RED ON THE PLAN ANNEXED TO THE CH1 DATED 5 MAY 2021 FORMING PART OF FREEHOLD REGISTERED TITLE NUMBER BK450310.**

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

Certified by: **CORDELIA HALL OF WINCKWORTH SHERWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 867729

Charge code: 0086 7729 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2021 and created by DIOCESAN TRUSTEES (OXFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2021 .

Given at Companies House, Cardiff on 13th May 2021

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**

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: BK450310
2	Property: Arborfield School House, School Road, Arborfield Cross, Reading, RG2 9NX as shown edged red on the Plan
3	Date: 5 May 2021
4	<p>Borrower: Diocesan Trustees (Oxford) Limited (Charity No. 253575) as Diocesan Authority ("The Authority") on behalf of the Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Arborfield by virtue of the Parochial Church Council (Powers) Measure 1956 ("The Measure")</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00867729</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Methodist Chapel Aid Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00030546</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix</p>

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

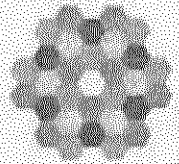
Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

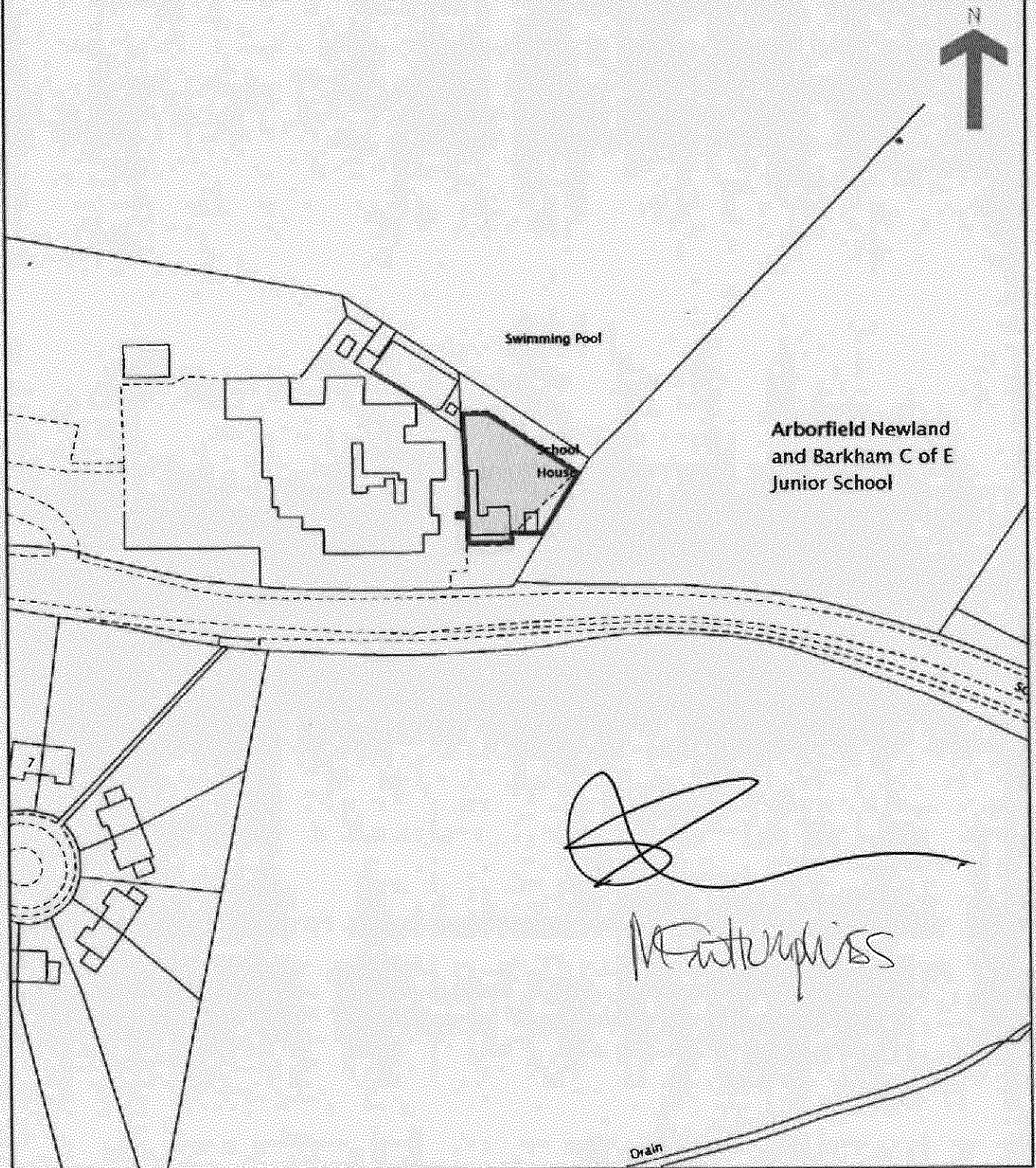
6	Lender's intended address(es) for service for entry in the register: 1 Telford Terrace, Albemarle Road, York, YO24 1DQ
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee acting by the Authority at the request of the PCC charges the property by way of legal mortgage as security for the payment of the sums and other matters detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: 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 the proprietor for the time being of the charge dated 2021 in favour of Methodist Chapel Aid Limited referred to in the Charges Register
9	Additional provisions 9.1 Definitions In this legal charge the following expressions shall unless the context otherwise requires have the following meanings: "Charities Act" means the Charities Act 2011 "the Interest" means interest at the rate of 2.90% (2.93% APR) to be calculated on a daily basis from the date of this legal charge or at such other rate as shall be notified by the Lender to the Borrower by notice in writing stating the amount of the revised rate of interest and such interest rate shall be payable as from the date of expiration of one month from the date of such notice "the Insurance" means a valid fully comprehensive all risks buildings insurance policy with an insurer of repute to the full insurable value of the buildings on the Property for the time insured in the joint names of the Lender and the Borrower "the PCC" means The Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Aborfield registered charity number 1146779 "the Plan" means the plan attached to this legal charge "the Payment Date" means 4 May 2041 "the Principal Money" means the sum due from the Borrower

HM Land Registry
Official copy of
title plan

Title number **BK460826**
Ordnance Survey map reference **SU7666NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wokingham**



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(acting by the PCC) to the Lender of £250,000 (Two Hundred and Fifty Thousand pounds) or such part of that sum that remains unpaid from time to time excluding Interest.

9.2 Interpretation

9.2.1 Where the context so admits:

- (i) words importing the singular shall include the plural and vice versa;
- (ii) words importing the masculine gender shall include the feminine gender; and
- (iii) words importing persons shall include corporations and vice versa

9.2.2 The terms "the Borrower" and "the Lender" include the persons deriving title under them where the context permits

9.2.3 Unless otherwise indicated reference to a specified clause or schedule shall be construed as reference to that specified clause or schedule to this legal charge

9.2.4 Any agreement warranty or undertaking on the part of two or more persons shall be deemed to be given by such persons jointly and severally

9.2.5 Clause and schedule headings are for ease of reference only and do not affect the construction of this legal charge

9.2.6 References to the PCC shall include their successors from time to time.

9.3 The Loan

In consideration of the Principal Money now paid by the Lender to the Borrower (receipt of which the Borrower by the direction of the PCC acknowledges) the PCC covenants with the Lender:

9.3.1 to pay to the Lender the Principal Money free from any legal or equitable right of set off on the Payment Date or earlier immediately on demand if:

- (i) any sum payable under the terms of this legal charge is not paid within fourteen days of becoming due; or
- (ii) the PCC breach any provisions of, or fail to perform, any of their obligations under the terms of this legal charge; and

9.3.2 to make prepayment of the Interest on the balance of the Principal Money (as well after as before any judgement) outstanding from time to time by half yearly payment on 30 June and 31 December in each year from the date of this legal charge

9.3.3 The Principal Money is repayable by the Borrower to the

Lender in equal capital instalments of £6,250 on 30 June and 31 December each year.

9.4 Discharge on Repayment

9.4.1 The Lender shall wherever possible execute such releases, consents and other documents referred to in this legal charge within 10 working days following the written request by the Borrower so to do

9.4.2 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this legal charge only if the Lender has not executed the same within 10 working days following written request by the Borrower

9.4.3 Upon discharge of the Principal Money the Lender shall release the whole Property or any part or parts thereof then remaining subject to this legal charge from the provisions of this legal charge and any associated restriction and shall (at the Borrower's cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of any restriction.

9.5 Calculation of Repayment

For the purpose of ascertaining the amount due from the Borrower (acting by the PCC) to the Lender at the time of redemption or on a sale of foreclosure by the Lender there shall be included in the amount the costs (including legal and surveyor's fees and any Value Added Tax) of and incidental to:

- (a) the perfection and protection;
- (b) the enforcement (if any); and
- (c) the release in whole or in part (if any)

of this legal charge.

9.6 The PCC's Further Covenants

The PCC jointly and severally covenant with the Lender so long as any of the Principal Money remains unpaid:

Insurance

9.6.1 To:

- (a) put in place and maintain the Insurance; and
- (b) make all payments required to maintain the Insurance as when the same become due; and
- (c) when required by the Lender deliver to the Lender the policy or policies of the Insurance and the receipt for each payment relating to the Insurance; and
- (d) if the PCC shall fail to perform any of its obligations under this clause 9.6 and if the Lender arranges the

Insurance, repay to the Lender on demand all payments made by the Lender for that purpose and pay Interest from the date of demand until repayment on any such monies not repaid on demand and all such monies and interest shall be deemed to be added to the Principal Money PROVIDED that all monies which may be received by virtue of any such insurance shall be applied in the first place by making good the loss or damage in respect of which the same shall have been received;

- (e) if the PCC at any time is entitled to the benefit of any insurance on the buildings at the Property for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 9.6.1 above, apply all monies received by virtue of such insurance if the Lender so requires either to make good the loss or damage in respect of which the monies are received or pay the monies to the Lender and be applied by the Lender in or towards discharge of the Principal Money.

Repair

- 9.6.2 To keep the Property for the time being in good and substantial repair and if the PCC shall fail to do so the Lender shall be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Lender may be necessary or proper without becoming liable as mortgagee in possession and the PCC shall on demand repay to the Lender all the expenses incurred by the Lender in performing any repairs and shall pay Interest from the date of demand until repayment on any monies not repaid on demand and all such expenses and Interest shall be deemed to be added to the Principal Money.

Registration

- 9.6.3 Not to cause or permit any person body or authority to be registered under the Land Registration Act 2002 or any substituted or supplementary statutory provision as the proprietor of the whole or any part of the Property without the consent in writing of the Lender.

No Alterations

- 9.6.4.1 Not to carry out any works at or to the Property other than in strict compliance with planning consent for such works (where required) and any other statutory regulations relating thereto.
- 9.6.4.2 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property other than in accordance with planning permission application number 202930 granted on 2 December 2020 without the prior consent in writing of the Lender, such consent not to be unreasonably withheld on condition that any alterations are made in accordance with plans and specifications previously submitted in duplicate to and approved by the Lender and such alterations are completed to the reasonable satisfaction of the Lender.

Dealings

- 9.6.5 Not to assign charge or let the Property without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.

Use

- 9.6.6 Not to use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Lender or any other owner or occupier of neighbouring property.

Notices

- 9.6.7 As soon as reasonably practicable after receipt, to forward to the Lender copies of any notices received relating to the Property.

9.7 The PCC's Covenants

The PCC jointly and severally covenant with the Lender and the Borrower to observe and perform the covenants in this legal charge made by the PCC and to indemnify the Borrower against any future liability for their breach or non-observance and will indemnify and keep indemnified the Borrower from and against all liabilities under claims, demands, proceedings, awards and actions for any matter of any kind (including without limitation, costs, expensed, losses, damages, compensation, penalties, fees and disbursements) arising from any such breach or non-observance.

9.8 Power of Sale

- 9.8.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one month from the date of this legal charge
- 9.8.2 The Lender shall be at liberty in exercising its power of sale to dispose of all or any part of the buildings at the Property from time to time separately from the Property as a whole.

9.9 Provisos

Provided further that:

- 9.9.1 The right of the Lender to appoint a receiver shall arise on the date of this legal charge and without notice in the event that the Borrower commits any act of insolvency as defined in the Insolvency Act 1986
- 9.9.2 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases relating to the Property given by any statute in that behalf except with the prior consent in writing of the Lender
- 9.9.3 Section 93 of the Law of Property Act 1925 (restricting the Lenders right of consolidation) shall not apply to this security
- 9.9.4 The security granted by this legal charge is granted with limited title guarantee subject to the proviso that for the

purpose of the covenant implied by Section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 neither the Borrower nor the PCC are to be considered as being aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title.

9.10 Charities Act 2011 and Trust Statements

9.10.1 The Property is held by the Borrower as Diocesan Authority under the Measure and the restrictions on disposition imposed by Section 124 of the Charities Act apply.

9.10.2 Paul Bickelstein, Mark McDermott and Patricia Fryer] on behalf of the PCC certify that they have power to enter into this legal charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act

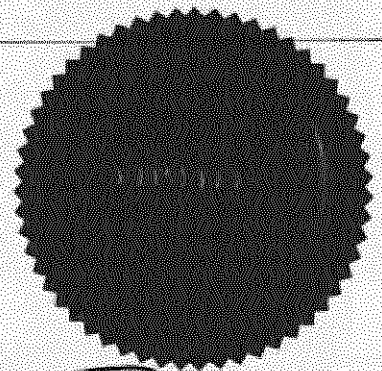
9.10.3 Nothing in this legal charge shall impose any personal or other liability on Diocesan Trustees (Oxford) Limited as Diocesan Authority under the Measure

9.10.4 Mark Humphreys and John Tattersall being directors and trustees of the Authority being persons who have the general control and management of its administration certify that the Authority has power to enter into this legal charge and that they have obtained and considered such advice as is section 124(2) of the said Act

9.10.4 The Borrower has signified its concurrence to this legal charge by executing this legal charge in accordance with its constitution.

10 Execution

THE COMMON SEAL of
DIOCESAN TRUSTEES
(OXFORD) LIMITED was
hereunto affixed in the
presence of:



Trustee Member.....

Secretary.....

[Signature]
Mark Humphreys

Executed as a Deed by
**THE PAROCHIAL
CHURCH COUNCIL OF
THE ECCLESIASTICAL
PARISH OF ST
BARTHOLOMEWS,
ABORFIELD**
acting by its Chairman and
two Members:

Chairman.....

Member.....

Member.....

in the presence of:

Witness Signature.....

Witness Full Name.....

Witness Address.....

Witness Occupation.....

Executed as a Deed by
**METHODIST CHAPEL
AID LIMITED** acting by
a director in the presence
of:-

.....
Director

Witness Signature.....

Witness Full Name.....

Witness Address.....

Witness Occupation.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: BK450310
2	Property: Arborfield School House, School Road, Arborfield Cross, Reading, RG2 9NX as shown edged red on the Plan
3	Date: 5 May 2021
4	<p>Borrower: Diocesan Trustees (Oxford) Limited (Charity No. 253575) as Diocesan Authority ("The Authority") on behalf of the Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Arborfield by virtue of the Parochial Church Council (Powers) Measure 1956 ("The Measure")</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00867729</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Methodist Chapel Aid Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00030546</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix</p>

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Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

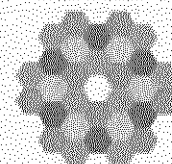
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Insert details of the sums to be paid (amount and dates) and so on.

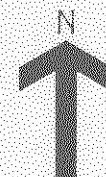
6	Lender's intended address(es) for service for entry in the register: 1 Telford Terrace, Albemarle Road, York, YO24 1DQ
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee acting by the Authority at the request of the PCC charges the property by way of legal mortgage as security for the payment of the sums and other matters detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: 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 the proprietor for the time being of the charge dated 2021 in favour of Methodist Chapel Aid Limited referred to in the Charges Register
9	Additional provisions 9.1 Definitions In this legal charge the following expressions shall unless the context otherwise requires have the following meanings: "Charities Act" means the Charities Act 2011 "the Interest" means interest at the rate of 2.90% (2.93% APR) to be calculated on a daily basis from the date of this legal charge or at such other rate as shall be notified by the Lender to the Borrower by notice in writing stating the amount of the revised rate of interest and such interest rate shall be payable as from the date of expiration of one month from the date of such notice "the Insurance" means a valid fully comprehensive all risks buildings insurance policy with an insurer of repute to the full insurable value of the buildings on the Property for the time insured in the joint names of the Lender and the Borrower "the PCC" means The Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Aborfield registered charity number 1146779 "the Plan" means the plan attached to this legal charge "the Payment Date" means 4 May 2041

HM Land Registry
Official copy of
title plan

Title number **BK460826**
Ordnance Survey map reference **SU7666NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wokingham**



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Swimming Pool

School House

Arborfield Newland
and Barkham C of E
Junior School

ARBORFIELD PLE

E. P. Rickell

PIERS BICKERSTETH (CHAIR)

Mark McDonnell

MARK McDONNELL (TRUSTEE)

P. Fryer

PATRICIA FRYER (TRUSTEE)

Drain

"the Principal Money" means the sum due from the Borrower (acting by the PCC) to the Lender of £250,000 (Two Hundred and Fifty Thousand pounds) or such part of that sum that remains unpaid from time to time excluding Interest.

9.2 Interpretation

9.2.1 Where the context so admits:

- (i) words importing the singular shall include the plural and vice versa;
- (ii) words importing the masculine gender shall include the feminine gender; and
- (iii) words importing persons shall include corporations and vice versa

9.2.2 The terms "the Borrower" and "the Lender" include the persons deriving title under them where the context permits

9.2.3 Unless otherwise indicated reference to a specified clause or schedule shall be construed as reference to that specified clause or schedule to this legal charge

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9.2.5 Clause and schedule headings are for ease of reference only and do not affect the construction of this legal charge

9.2.6 References to the PCC shall include their successors from time to time.

9.3 The Loan

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9.3.1 to pay to the Lender the Principal Money free from any legal or equitable right of set off on the Payment Date or earlier immediately on demand if:

- (i) any sum payable under the terms of this legal charge is not paid within fourteen days of becoming due; or
- (ii) the PCC breach any provisions of, or fail to perform, any of their obligations under the terms of this legal charge; and

9.3.2 to make prepayment of the Interest on the balance of the Principal Money (as well after as before any judgement) outstanding from time to time by half yearly payment on 30 June and 31 December in each year from the date of this legal charge

9.3.3 The Principal Money is repayable by the Borrower to the Lender in equal capital instalments of £6,250 on 30 June and 31 December each year.

9.4 Discharge on Repayment

9.4.1 The Lender shall wherever possible execute such releases, consents and other documents referred to in this legal charge within 10 working days following the written request by the Borrower so to do

9.4.2 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this legal charge only if the Lender has not executed the same within 10 working days following written request by the Borrower

9.4.3 Upon discharge of the Principal Money the Lender shall release the whole Property or any part or parts thereof then remaining subject to this legal charge from the provisions of this legal charge and any associated restriction and shall (at the Borrower's cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of any restriction.

9.5 Calculation of Repayment

For the purpose of ascertaining the amount due from the Borrower (acting by the PCC) to the Lender at the time of redemption or on a sale of foreclosure by the Lender there shall be included in the amount the costs (including legal and surveyor's fees and any Value Added Tax) of and incidental to:

- (a) the perfection and protection;
- (b) the enforcement (if any); and
- (c) the release in whole or in part (if any)

of this legal charge.

9.6 The PCC's Further Covenants

The PCC jointly and severally covenant with the Lender so long as any of the Principal Money remains unpaid:

Insurance

9.6.1 To:

- (a) put in place and maintain the Insurance; and
- (b) make all payments required to maintain the Insurance as when the same become due; and
- (c) when required by the Lender deliver to the Lender the policy or policies of the Insurance and the receipt for each payment relating to the Insurance; and
- (d) if the PCC shall fail to perform any of its obligations under this clause 9.6 and if the Lender arranges the

Insurance, repay to the Lender on demand all payments made by the Lender for that purpose and pay Interest from the date of demand until repayment on any such monies not repaid on demand and all such monies and interest shall be deemed to be added to the Principal Money PROVIDED that all monies which may be received by virtue of any such insurance shall be applied in the first place by making good the loss or damage in respect of which the same shall have been received;

- (e) if the PCC at any time is entitled to the benefit of any insurance on the buildings at the Property for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 9.6.1 above, apply all monies received by virtue of such insurance if the Lender so requires either to make good the loss or damage in respect of which the monies are received or pay the monies to the Lender and be applied by the Lender in or towards discharge of the Principal Money.

Repair

- 9.6.2 To keep the Property for the time being in good and substantial repair and if the PCC shall fail to do so the Lender shall be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Lender may be necessary or proper without becoming liable as mortgagee in possession and the PCC shall on demand repay to the Lender all the expenses incurred by the Lender in performing any repairs and shall pay Interest from the date of demand until repayment on any monies not repaid on demand and all such expenses and Interest shall be deemed to be added to the Principal Money.

Registration

- 9.6.3 Not to cause or permit any person body or authority to be registered under the Land Registration Act 2002 or any substituted or supplementary statutory provision as the proprietor of the whole or any part of the Property without the consent in writing of the Lender.

No Alterations

- 9.6.4.1 Not to carry out any works at or to the Property other than in strict compliance with planning consent for such works (where required) and any other statutory regulations relating thereto.
- 9.6.4.2 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property other than in accordance with planning permission application number 202930 granted on 2 December 2020 without the prior consent in writing of the Lender, such consent not to be unreasonably withheld on condition that any alterations are made in accordance with plans and specifications previously submitted in duplicate to and approved by the Lender and such alterations are completed to the reasonable satisfaction of the Lender.

Dealings

- 9.6.5 Not to assign charge or let the Property without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.

Use

- 9.6.6 Not to use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Lender or any other owner or occupier of neighbouring property.

Notices

- 9.6.7 As soon as reasonably practicable after receipt, to forward to the Lender copies of any notices received relating to the Property.

9.7 The PCC's Covenants

The PCC jointly and severally covenant with the Lender and the Borrower to observe and perform the covenants in this legal charge made by the PCC and to indemnify the Borrower against any future liability for their breach or non-observance and will indemnify and keep indemnified the Borrower from and against all liabilities under claims, demands, proceedings, awards and actions for any matter of any kind (including without limitation, costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from any such breach or non-observance.

9.8 Power of Sale

- 9.8.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one month from the date of this legal charge
- 9.8.2 The Lender shall be at liberty in exercising its power of sale to dispose of all or any part of the buildings at the Property from time to time separately from the Property as a whole.

9.9 Provisos

Provided further that:

- 9.9.1 The right of the Lender to appoint a receiver shall arise on the date of this legal charge and without notice in the event that the Borrower commits any act of insolvency as defined in the Insolvency Act 1986
- 9.9.2 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases relating to the Property given by any statute in that behalf except with the prior consent in writing of the Lender
- 9.9.3 Section 93 of the Law of Property Act 1925 (restricting the Lenders right of consolidation) shall not apply to this security
- 9.9.4 The security granted by this legal charge is granted with limited title guarantee subject to the proviso that for the purpose of the covenant implied by Section 3(3) of the Law

of Property (Miscellaneous Provisions) Act 1994 neither the Borrower nor the PCC are to be considered as being aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title.

9.10 Charities Act 2011 and Trust Statements

9.10.1 The Property is held by the Borrower as Diocesan Authority under the Measure and the restrictions on disposition imposed by Section 124 of the Charities Act apply

9.10.2 *Patsy Buchanan, Mary McDonnell and Patricia Fraser* on behalf of the PCC certify that they have power to enter into this legal charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act

9.10.3 Nothing in this legal charge shall impose any personal or other liability on Diocesan Trustees (Oxford) Limited as Diocesan Authority under the Measure

9.10.4 *Mark Humphreys* and *Mark Humphreys* being directors and trustees of the Authority being persons who have the general control and management of its administration certify that the Authority has power to enter into this legal charge and that they have obtained and considered such advice as is section 124(2) of the said Act

9.10.4 The Borrower has signified its concurrence to this legal charge by executing this legal charge in accordance with its constitution.

10 Execution

**THE COMMON SEAL of
DIOCESAN TRUSTEES
(OXFORD) LIMITED** was
hereunto affixed in the
presence of:

Trustee Member.....

Secretary.....

Executed as a Deed by
THE PAROCHIAL
CHURCH COUNCIL OF
THE ECCLESIASTICAL
PARISH OF ST
BARTHOLOMEWS,
ABORFIELD
acting by its Chairman and
two Members:

Chairman.....*Al Hickos*.....

Member.....*Malik M. Dhanu*.....

Member.....*P. Fyfe*..... *PATRICIA FLYER*.....

in the presence of:

Witness Signature.....*Stuart Lewin*.....

Witness Full Name.....*STUART LEWIN*.....

Witness Address.....*19 WILD BEAR*.....

.....*Finchampston RG40 4UL*.....

Witness Occupation.....*FITNESS OWNER*.....

Executed as a Deed by
METHODIST CHAPEL
AID LIMITED acting by
a director in the presence
of:-

Director

Witness Signature.....

Witness Full Name.....

Witness Address.....

Witness Occupation.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: BK450310
2	Property: Arborfield School House, School Road, Arborfield Cross, Reading, RG2 9NX as shown edged red on the Plan
3	Date: 5 May 2021
4	<p>Borrower: Diocesan Trustees (Oxford) Limited (Charity No. 253575) as Diocesan Authority ("The Authority") on behalf of the Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Arborfield by virtue of the Parochial Church Council (Powers) Measure 1956 ("The Measure")</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00867729</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Methodist Chapel Aid Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00030546</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

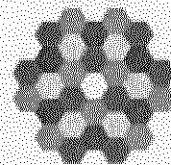
Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

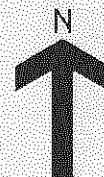
6	Lender's intended address(es) for service for entry in the register: 1 Telford Terrace, Albemarle Road, York, YO24 1DQ
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee acting by the Authority at the request of the PCC charges the property by way of legal mortgage as security for the payment of the sums and other matters detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: 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 the proprietor for the time being of the charge dated <u>5 May</u> 2021 in favour of Methodist Chapel Aid Limited referred to in the Charges Register
9	Additional provisions 9.1 Definitions In this legal charge the following expressions shall unless the context otherwise requires have the following meanings: "Charities Act" means the Charities Act 2011 "the Interest" means interest at the rate of 2.90% (2.93% APR) to be calculated on a daily basis from the date of this legal charge or at such other rate as shall be notified by the Lender to the Borrower by notice in writing stating the amount of the revised rate of interest and such interest rate shall be payable as from the date of expiration of one month from the date of such notice "the Insurance" means a valid fully comprehensive all risks buildings insurance policy with an insurer of repute to the full insurable value of the buildings on the Property for the time insured in the joint names of the Lender and the Borrower "the PCC" means The Parochial Church Council of the Ecclesiastical Parish of St Bartholomews, Aborfield registered charity number 1146779 "the Plan" means the plan attached to this legal charge "the Payment Date" means <u>4 May</u> 2041

HM Land Registry
Official copy of
title plan

Title number **BK460826**
Ordnance Survey map reference **SU7666NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Wokingham**



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Swimming Pool

School
House

Arborfield Newland
and Barkham C of E
Junior School

Drain

Handwritten:
Mansfield
(attached to
c/o - bulk of
Methodist Angel Hall Limited)

"the Principal Money" means the sum due from the Borrower (acting by the PCC) to the Lender of £250,000 (Two Hundred and Fifty Thousand pounds) or such part of that sum that remains unpaid from time to time excluding Interest.

9.2 Interpretation

9.2.1 Where the context so admits:

- (i) words importing the singular shall include the plural and vice versa;
- (ii) words importing the masculine gender shall include the feminine gender; and
- (iii) words importing persons shall include corporations and vice versa

9.2.2 The terms "the Borrower" and "the Lender" include the persons deriving title under them where the context permits

9.2.3 Unless otherwise indicated reference to a specified clause or schedule shall be construed as reference to that specified clause or schedule to this legal charge

9.2.4 Any agreement warranty or undertaking on the part of two or more persons shall be deemed to be given by such persons jointly and severally

9.2.5 Clause and schedule headings are for ease of reference only and do not affect the construction of this legal charge

9.2.6 References to the PCC shall include their successors from time to time.

9.3 The Loan

In consideration of the Principal Money now paid by the Lender to the Borrower (receipt of which the Borrower by the direction of the PCC acknowledges) the PCC covenants with the Lender:

9.3.1 to pay to the Lender the Principal Money free from any legal or equitable right of set off on the Payment Date or earlier immediately on demand if:

- (i) any sum payable under the terms of this legal charge is not paid within fourteen days of becoming due; or
- (ii) the PCC breach any provisions of, or fail to perform, any of their obligations under the terms of this legal charge; and

9.3.2 to make prepayment of the Interest on the balance of the Principal Money (as well after as before any judgement) outstanding from time to time by half yearly payment on 30 June and 31 December in each year from the date of this legal charge

9.3.3 The Principal Money is repayable by the Borrower to the Lender in equal capital instalments of £6,250 on 30 June and 31 December each year.

9.4 Discharge on Repayment

9.4.1 The Lender shall wherever possible execute such releases, consents and other documents referred to in this legal charge within 10 working days following the written request by the Borrower so to do

9.4.2 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this legal charge only if the Lender has not executed the same within 10 working days following written request by the Borrower

9.4.3 Upon discharge of the Principal Money the Lender shall release the whole Property or any part or parts thereof then remaining subject to this legal charge from the provisions of this legal charge and any associated restriction and shall (at the Borrower's cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of any restriction.

9.5 Calculation of Repayment

For the purpose of ascertaining the amount due from the Borrower (acting by the PCC) to the Lender at the time of redemption or on a sale of foreclosure by the Lender there shall be included in the amount the costs (including legal and surveyor's fees and any Value Added Tax) of and incidental to:

- (a) the perfection and protection;
- (b) the enforcement (if any); and
- (c) the release in whole or in part (if any)

of this legal charge.

9.6 The PCC's Further Covenants

The PCC jointly and severally covenant with the Lender so long as any of the Principal Money remains unpaid:

Insurance

9.6.1 To:

- (a) put in place and maintain the Insurance; and
- (b) make all payments required to maintain the Insurance as when the same become due; and
- (c) when required by the Lender deliver to the Lender the policy or policies of the Insurance and the receipt for each payment relating to the Insurance; and
- (d) if the PCC shall fail to perform any of its obligations under this clause 9.6 and if the Lender arranges the

Insurance, repay to the Lender on demand all payments made by the Lender for that purpose and pay Interest from the date of demand until repayment on any such monies not repaid on demand and all such monies and interest shall be deemed to be added to the Principal Money PROVIDED that all monies which may be received by virtue of any such insurance shall be applied in the first place by making good the loss or damage in respect of which the same shall have been received,

- (e) if the PCC at any time is entitled to the benefit of any insurance on the buildings at the Property for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 9.6.1 above, apply all monies received by virtue of such insurance if the Lender so requires either to make good the loss or damage in respect of which the monies are received or pay the monies to the Lender and be applied by the Lender in or towards discharge of the Principal Money.

Repair

- 9.6.2 To keep the Property for the time being in good and substantial repair and if the PCC shall fail to do so the Lender shall be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Lender may be necessary or proper without becoming liable as mortgagee in possession and the PCC shall on demand repay to the Lender all the expenses incurred by the Lender in performing any repairs and shall pay Interest from the date of demand until repayment on any monies not repaid on demand and all such expenses and Interest shall be deemed to be added to the Principal Money.

Registration

- 9.6.3 Not to cause or permit any person body or authority to be registered under the Land Registration Act 2002 or any substituted or supplementary statutory provision as the proprietor of the whole or any part of the Property without the consent in writing of the Lender.

No Alterations

- 9.6.4.1 Not to carry out any works at or to the Property other than in strict compliance with planning consent for such works (where required) and any other statutory regulations relating thereto.
- 9.6.4.2 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property other than in accordance with planning permission application number 202930 granted on 2 December 2020 without the prior consent in writing of the Lender, such consent not to be unreasonably withheld on condition that any alterations are made in accordance with plans and specifications previously submitted in duplicate to and approved by the Lender and such alterations are completed to the reasonable satisfaction of the Lender.

Dealings

- 9.6.5 Not to assign charge or let the Property without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.

Use

- 9.6.6 Not to use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Lender or any other owner or occupier of neighbouring property.

Notices

- 9.6.7 As soon as reasonably practicable after receipt, to forward to the Lender copies of any notices received relating to the Property.

9.7 The PCC's Covenants

The PCC jointly and severally covenant with the Lender and the Borrower to observe and perform the covenants in this legal charge made by the PCC and to indemnify the Borrower against any future liability for their breach or non-observance and will indemnify and keep indemnified the Borrower from and against all liabilities under claims, demands, proceedings, awards and actions for any matter of any kind (including without limitation, costs, expenses, losses, damages, compensation, penalties, fees and disbursements) arising from any such breach or non-observance.

9.8 Power of Sale

- 9.8.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one month from the date of this legal charge
- 9.8.2 The Lender shall be at liberty in exercising its power of sale to dispose of all or any part of the buildings at the Property from time to time separately from the Property as a whole.

9.9 Provisos

Provided further that:

- 9.9.1 The right of the Lender to appoint a receiver shall arise on the date of this legal charge and without notice in the event that the Borrower commits any act of insolvency as defined in the Insolvency Act 1986
- 9.9.2 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases relating to the Property given by any statute in that behalf except with the prior consent in writing of the Lender
- 9.9.3 Section 93 of the Law of Property Act 1925 (restricting the Lenders right of consolidation) shall not apply to this security
- 9.9.4 The security granted by this legal charge is granted with limited title guarantee subject to the proviso that for the purpose of the covenant implied by Section 3(3) of the Law

9.10 Charities Act 2011 and Trust Statements

9.10.2 [Pats Billerstein, Mark McDaniell and Patrick Finley] on behalf of the PCC certify that they have power to enter into this legal charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act.

9.10.3 Nothing in this legal charge shall impose any personal or other liability on Diocesan Trustees (Oxford) Limited as Diocesan Authority under the Measure

9.10.4 Mark Hingston and John Tattersall being directors and trustees of the Authority being persons who have the general control and management of its administration certify that the Authority has power to enter into this legal charge and that they have obtained and considered such advice as is section 124(2) of the said Act

9.10.4 The Borrower has signified its concurrence to this legal charge by executing this legal charge in accordance with its constitution.

10 Execution

**THE COMMON SEAL of
DIOCESAN TRUSTEES
(OXFORD) LIMITED** was
hereunto affixed in the
presence of:

Trustee Member.....

Secretary

**Executed as a Deed by
THE PAROCHIAL
CHURCH COUNCIL OF
THE ECCLESIASTICAL
PARISH OF ST
BARTHOLOMEWS,
ABORFIELD**
acting by its Chairman and
two Members.

Chairman.....

Member.....

Member.....

in the presence of:

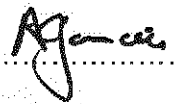
Witness Signature.....

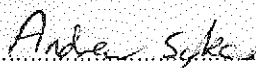
Witness Full Name.....

Witness Address.....

Witness Occupation.....

**Executed as a Deed by
METHODIST CHAPEL
AID LIMITED acting by
a director in the presence
of:-**


.....
Director

Witness Signature..... 

Witness Full Name..... ANDREW FRANKIS SYKES

Witness Address..... 129 MILLGATE, SELBY,
NORTH YORKSHIRE, YO8 3LL

Witness Occupation..... ADMINISTRATION ASSISTANT

WARNING

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