

MR01

Particulars of a charge



Companies House

102041/13

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form MR01



A4D5MA9K

A16 05/08/2015 #192

COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record **Do not send the original**

1 Company details

Company number 00884959

Company name in full ☒ Peaks of Bournemouth Limited

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 30/07/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ☒ JOHN HOWARD PEEK

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- ✓ ☒ Yes
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ✓ ☒ Yes Continue
☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

- ☒ Yes
☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

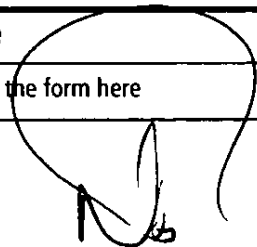
Signature

Please sign the form here

Signature

Signature

X



X

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

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Ruth Wood

Company name Laceys Solicitors LLP

Address 5 Poole Road

Post town Bournemouth

County/Region Dorset

Postcode B H 2 5 Q L

Country UK

DX 7605 Bournemouth

Telephone 01202 557256



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 884959

Charge code 0088 4959 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2015 and created by PEEKS OF BOURNEMOUTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2015.

D&

Given at Companies House, Cardiff on 11th August 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

30 July

2015

MR J H PEEK

and

PEEK OF BOURNEMOUTH LIMITED

FIXED AND FLOATING CHARGE

We hereby certify that this
is a true copy of the original

Laceys 03-08-15
Laceys Solicitors
5 Poole Road, Bournemouth

Laceys
solicitors

A balanced approach

THIS CHARGE is made on the 30 day of July 2015

BETWEEN;

- (1) **JOHN HOWARD PEEK** of Dock Cottage, Stanpit, Christchurch, Dorset BH23 3NE ('the Chargeholder')
- (2) **PEEK OF BOURNEMOUTH LIMITED** a company incorporated in England and Wales with registered number 884959 whose registered office is at 5 Poole Road Bournemouth BH2 5QL ('the Company')

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS

In this Charge the following expressions shall have the following meanings -

1.1. 'the Secured Liabilities' means:-

1.1.1. all monies and liabilities whether certain or contingent which are now or may at any time be due and owing to the Chargeholder by the Company, howsoever arising,

1.1.2. all costs, charges and expenses incurred under this Charge by the Chargeholder or on behalf of the Chargeholder or by any receiver appointed hereunder and all other monies paid by the Chargeholder or by any receiver appointed hereunder in perfecting the security created by this Charge or otherwise incurred in connection with this Charge or its enforcement or in respect of the Assets.

1.2. 'the Assets' means the assets of the Company which are from time to time the subject of the security hereby created

1.3. 'Subsidiary' means a subsidiary within the meaning used in Section 1159 of the Companies Act 2006 (as subsequently amended or re-enacted) of the Company

2. COVENANT TO PAY

The Company hereby covenants on demand by the Chargeholder to pay to the Chargeholder or otherwise discharge the Secured Liabilities.

3. FIXED CHARGES

3.1 The Company as beneficial owner, as security for the payment of all the Secured Liabilities hereby charges in favour of the Chargeholder

(a) by way of legal mortgage all estates or interests in any freehold or leasehold property wheresoever situate now belonging to it and all buildings, fittings and fixtures (including trade fixtures) thereon,

(b) by way of fixed charge:-

- (ii) all present and future estates or interests in any freehold or leasehold property belonging to it and all buildings and fixtures thereon and all proceeds of sale thereof,
- (iii) all plant and machinery now or in the future owned by the Company and its interest in any such plant or machinery in its possession and all loose tools, equipment and vehicles from time to time owned by the Company;
- (iv) its present and future interest in all stocks, shares, debentures, bonds or other securities,
- (v) its present and future goodwill;
- (vi) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the assets the subject of the security pursuant to sub-clauses (a) and (b) of this Clause 3 1 and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
- (vii) its present and future uncalled capital,
- (viii) all licences and patents (including applications and the rights to apply therefor), copyrights, rights in trade marks, whether registered or not, and rights in confidential information or any other intellectual property now or at any time belonging to it; and
- (ix) all moneys standing to the credit of any bank account of the Company

4. FLOATING CHARGE

- 4 1 As security for the payment of the Secured Liabilities, the Company as beneficial owner charges in favour of the Chargeholder by way of floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 3 1 above.
- 4 2 The Chargeholder may at any time, whether or not the security created hereunder shall at such time have become enforceable, by notice in writing to the Company convert the floating charge referred to in sub-clause 4 1 above into a fixed charge as regards any assets or rights specified in such notice which the Chargeholder shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened or other legal process or to be otherwise in jeopardy.

- 4.3. The Company shall not without the prior written consent of the Chargeholder create or permit to exist any charge, mortgage, pledge, or other encumbrance over its assets ranking in priority to or pari passu with the charges created hereunder other than those referred to in the Schedule hereto, nor dispose of any assets the subject of the security hereby created except by way of sale in the ordinary course of business. This Charge shall take effect subject to the prior charges set out in the Schedule except as otherwise varied by any separate deed.

5. ENFORCEMENT OF THIS CHARGE

At any time after any of the Secured Liabilities shall have become due and payable the Chargeholder may by written notice to the Company declare the security created hereunder to be enforceable, and all monies then outstanding by the Company to the Chargeholder shall forthwith and without any further notice become due and payable in full and the security created hereunder shall forthwith become enforceable.

6. POWER OF SALE

Upon any of the charges created hereunder becoming enforceable the Chargeholder shall be entitled forthwith, without any further consent on the part of the Company being required.

- 6.1 To take possession of, collect and deal with any property hereby charged in such manner and for such consideration as the Chargeholder shall think fit. Any consideration not consisting of money may be realised for the benefit of the Chargeholder or distributed in specie as the Chargeholder shall think fit, and
- 6.2 Forthwith, in exercise of the statutory power of sale conferred upon mortgagees in possession by Section 101 of the Law of Property Act 1925 and without the restriction imposed by Section 103 of such Act to sell, assign or otherwise dispose of or concur in selling, assigning or otherwise disposing of all rights to any property hereby charged or otherwise deal therewith on such terms in the interests of the Chargeholder as the Chargeholder thinks fit and the statutory powers of leasing conferred on a mortgagee by the Law of Property Act 1925 shall be extended so as to authorise the Chargeholder to lease and make agreements for leases at a premium or otherwise and accept the surrender of leases and grant options as the Chargeholder shall think expedient and without the need to observe on the Chargeholder's part any of the provisions of Sections 99 and 100 of such Act.

7. RECEIVER

- 7.1 At any time after any of the charges created hereunder shall have become enforceable the Chargeholder may appoint in writing a receiver of the Assets or any part thereof without further notice to the Company with the rights, power and immunities set out herein or otherwise conferred by statute.
- 7.2 The remuneration of such receiver shall be fixed by the Chargeholder and shall be payable by the Company.

- 7.3. Any receiver (not being an administrative receiver) appointed by the Chargeholder may be removed by the Chargeholder in such capacity and another may be appointed in his place. Any receiver appointed by the Chargeholder being such an administrative receiver shall only be removed from office or vacate such office in accordance with the provisions of Section 45 of the Insolvency Act 1986.
- 7.4. A receiver shall be the agent of the Company for all purposes and (where a receiver is not an administrative receiver as referred to above) be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Company shall, subject, in the case of an administrative receiver, to the liabilities imposed by Section 44 of the Insolvency Act 1986, be responsible for his acts and defaults and liable on any contracts and engagements made or entered into by him.
- 7.5. The Chargeholder shall not be responsible in any way for the acts or omissions of any receiver.
- 7.6. The validity of the appointment of any receiver hereunder shall not be affected in any way by any irregularity or defect in any demand for payment of any Secured Liabilities leading to the appointment of such receiver.

8. POWERS OF THE RECEIVER

- 8.1. A receiver (not being an administrative receiver) appointed under any of the charges created hereunder shall be entitled to exercise all the powers conferred on such receiver by statute and in addition (but without in any way limiting any of the powers conferred by statute) the receiver shall be entitled to:-
- 8.1.1 take possession of, collect and get in the Assets and to sell, assign, lease or otherwise dispose of or concur in selling, assigning, leasing or otherwise disposing of all rights to the Assets or otherwise deal therewith on such terms in the interests of the Chargeholder as the receiver thinks fit without the restriction imposed by Section 103 of the Law of Property Act 1925,
 - 8.1.2. carry on or concur in carrying on the business of the Company or any part thereof as he may think fit and for this purpose borrow money on the security of the Assets in priority to the charges created hereby,
 - 8.1.3 promote the formation of a subsidiary company or companies of the Company with a view to such subsidiary company or companies purchasing all or any of the Assets,
 - 8.1.4 make any arrangement or compromise which he may consider expedient in the interests of the Chargeholder,
 - 8.1.5 make and effect all such repairs or improvements to the Assets as he thinks fit,

- 8 1 6 initiate or defend on behalf of the Company any such legal proceedings as he may consider to be expedient;
- 8 1 7. appoint managers, agents, officers or employees of the Company at such salaries and for such periods as he may determine and dismiss the same;
- 8.1 8. do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters and powers aforesaid
- 8 2 Any receiver being an administrative receiver appointed by the Chargeholder hereunder shall have all the powers conferred upon administrative receivers by the Insolvency Act 1986 together with the specific powers referred to in sub-clause 8 1 above
- 8.3 The Chargeholder shall be entitled to exercise any of the rights conferred by sub-clause 8 1 on a receiver appointed by it without first appointing a receiver or notwithstanding that a receiver has been appointed in which case the provisions hereof shall, except as such provisions refer to an administrative receiver, apply as if references herein to a receiver were references to the Chargeholder acting in such capacity

9. PROTECTION OF THIRD PARTIES

- 9.1. No person dealing with the Company, the Chargeholder or any receiver appointed by the Chargeholder or with its or his attorneys or agents shall be concerned to enquire:-
 - 9 1 1 whether any power exercised or purported to be exercised by it or him has become exercisable,
 - 9 1 2 whether any Secured Liabilities remain due,
 - 9 1 3 as to the necessity or expediency of the stipulations and conditions subject to which a sale or dealing shall have been made,
 - 9 1 4. as to the priority or regularity of any sale, calling in, collection or conversion.
- 9 2 In the absence of mala fides on the part of such person dealing with the Company, the Chargeholder or the receiver, such dealings will be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly and the remedy of the Company in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only

10. LAW OF PROPERTY ACT

Section 93 of the Law of Property Act 1925 shall not apply to this Charge in connection with the exercise of the powers of a receiver

11. POSSESSION

Where any liability or duty might otherwise attach to the Chargeholder or its receiver as mortgagee in possession for the purposes of the Law of Property Act 1925 neither the Chargeholder nor any receiver appointed by it shall by reason of his entering into possession of any of the Assets be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might otherwise be liable

12. POWER OF ATTORNEY

12.1 In the event that any of the charges created hereunder shall have become enforceable, the Company shall do all such acts and things and shall execute all such assurances and instruments as any receiver appointed hereunder, in the exercise of any of the powers conferred upon him hereunder or by the Insolvency Act 1986, shall reasonably require.

12.2 The Company hereby irrevocably appoints any receiver appointed hereunder to be the lawful attorney of the Company to do any act or thing and to execute any assurance or instrument in the exercise of the powers hereby conferred upon him or which the Company ought to do or execute hereunder and to exercise all the powers of the Company in carrying out or effecting any of the powers hereby conferred upon him hereunder or by said Act

13. ARRANGEMENTS

No forbearance, indulgence or relaxation by the Chargeholder at any time to require performance of any provision of this Charge shall in any way affect, diminish or prejudice the right of the Chargeholder to require performance of that provision and any waiver by the Chargeholder of any breach of any provision of this Charge shall not be construed as a waiver of any continuing or subsequent breach of such provision, a waiver or an amendment of the provision itself or a waiver of any right under or arising out of this Charge.

14. OTHER REMEDIES

All remedies of the Chargeholder whether provided in this Charge or conferred by statute, agreement, common law or trade usage are cumulative and not alternative and may be enforced successively or concurrently. Any possession, taking, sale, letting, assignment or other disposition of any of the Assets pursuant to the terms hereof shall not bar any action by the Chargeholder for the recovery of all or part of the Secured Liabilities and the bringing of any such action or entry of judgment against the Company or any person liable jointly and severally with the Company in respect of all or part of the Secured Liabilities shall not bar the Chargeholder's rights to possess and sell, lease, assign or otherwise dispose of the Assets or to appoint a receiver and shall not in any way affect the rights of any such receiver pursuant to the terms of this Charge

15. CONTINUING SECURITY

This Charge shall be a continuing security to the Chargeholder notwithstanding any settlement of account or other matter or thing whatsoever and notwithstanding any change in the constitution of the Company or in the name or style thereof, and is in addition to any guarantee, lien, bill, note, mortgage or other security now or hereafter held by the Chargeholder and shall not be in any way prejudiced or affected thereby or by the invalidity thereof. Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any such guarantee, lien, bill, note, mortgage or other security which the Chargeholder may from time to time have for any Secured Liability or any right or remedy of the Chargeholder relating thereto.

16. NOTICES

Any notice to be given pursuant to the terms of this Charge shall be in writing delivered by hand or by prepaid first class mail. Any such notice shall be delivered to the respective address specified at the head hereof or to such other address as may subsequently be notified by notice given pursuant to the terms of this Clause. Any notice given shall be deemed to be given, in the case of a notice delivered by hand, when received, and in the case of notice delivered by prepaid first class mail 48 hours after posting. In proving service by mail it shall be sufficient to show that the envelope containing the notice was properly stamped, addressed and posted.

17. LAW

This fixed and Floating Charge will be governed by and construed in accordance with English Law.

18. SEVERANCE

If at any time any provision in this Fixed and Floating Charge shall be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not be impaired or affected thereby.

19. ASSIGNMENT

The Chargeholder may assign all or any of the Chargeholder's rights and benefits hereunder.

20. FURTHER ASSURANCE

The Company shall execute and do all such assurances, acts and things as the Chargeholder may from time to time request to perfect the Chargeholder's security hereunder or to facilitate the enforcement hereof.

IN WITNESS WHEREOF the parties have duly executed this Charge on the date appearing at the heading hereof

The Schedule

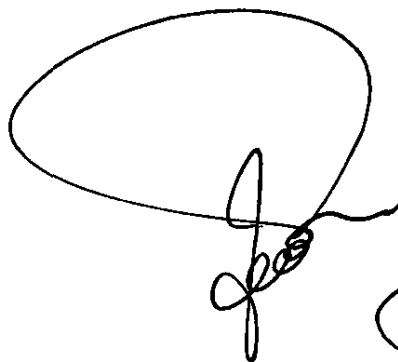
Prior Charges

Debenture in favour of Lloyds Bank plc dated 20th September 1984

Debenture in favour of Lloyds TSB Bank plc dated 5th July 2000

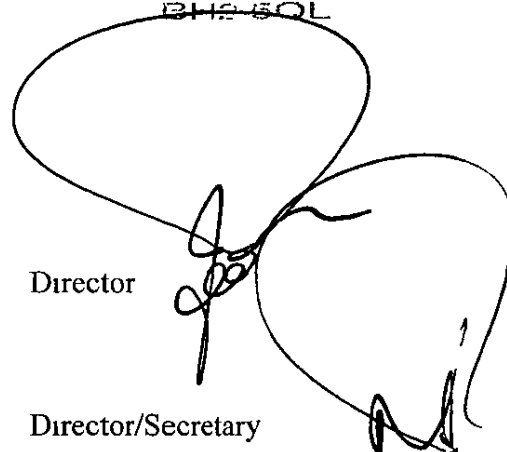
Fixed and Floating Charge in favour of Mr N H Peek of even date herewith

**SIGNED AS A DEED by
JOHN HOWARD PEEK**
in the presence of.-



Sam Freeman
Solicitor
LACEYS SOLICITORS
5 Poole Road
Bournemouth, Dorset
BH2 5QL

**EXECUTED AS A DEED BY
PEEK'S OF BOURNEMOUTH LIMITED)
and signed on its behalf by:)**



Director

Director/Secretary