

MR01

Particulars of a charge



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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
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
It will be scanned and placed on the public record.



A04 24/10/2013 #396
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 1477948

Company name in full DORASLIDGE DESIGN & BUILD LIMITED

3 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 23 10 2013

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 STEPHEN WEMYSS BURT

Name DEBBIE SUSAN BURT

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details.

Description

LEGAL CHARGE AGAINST
COMPANY ASSETS

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

MR01
Particulars of a charge

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 *Stephen W. Smith* X

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

MR01


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	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	JEFFREY OWENS
Company name	BESPOKE PENSION MANAGEMENT
Address	36 ST GEORGE'S WHARF 6 SHAD THAMES
Post town	LONDON
County/Region	
Postcode	SE1 2YS
Country	ENGLAND
DX	
Telephone	020 7357 9090


<input checked="" type="checkbox"/>	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.	


<input checked="" type="checkbox"/>	Checklist
We may return forms completed incorrectly or with information missing.	

Please make sure you have remembered the following:	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register.
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form.
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created.
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input checked="" type="checkbox"/>	You have signed the form.
<input checked="" type="checkbox"/>	You have enclosed the correct fee.
<input checked="" type="checkbox"/>	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. 1477948

Charge code' 0147 7948 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2013 and created by DORABRIDGE DESIGN & BUILD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2013

Post.

Given at Companies House, Cardiff on 28th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 23 October 2013

DORABRIDGE DESIGN & BUILD LIMITED
(Borrower)

- TO -

DORABRIDGE DESIGN & BUILD SSAS
(Lender)

LEGAL CHARGE

I, STEPHEN WILDING
of Bespoke Capital Management LLP, 36
St George's Wharf, 6, Shad Thames, London
SE1 2YS, an Appointed Representative of LLP
Services Ltd, certify this to be a true copy of
an original
Signed [Signature]
Date 23/10/2013

LONG-TERM LOAN AGREEMENT
FLOATING CHARGE

THIS LEGAL CHARGE is made the day and year stated in Part A of the First Schedule hereto **BETWEEN** the parties named in Part B of the First Schedule hereto and hereinafter called as therein described.

WHEREAS:-

- (1) By a Trust Deed specified in Part C of the First Schedule hereto (hereinafter called "the Trust Deed") the Employer named in Part F of the First Schedule hereto (hereinafter called "the Employer") established a retirement benefits scheme to provide benefits on the death or retirement of directors and employees of the Employer and of any other associated employer admitted to participation in accordance with the Trust Deed
- (2) By Rule 5.5.10 the Managing Trustees are empowered to make loans to the Borrower.
- (3) The Managing Trustees have agreed to advance to the Borrower the sum specified in Part D of the First Schedule hereto (hereinafter called "the Principal Money") upon having the repayment therefore with interest secured in manner hereinafter appearing.
- (4) under the provisions and powers deriving from Rule 5.5.10 the Borrower has before the date hereof submitted to the Managing Trustees an Auditor's statement confirming that the Auditor has examined the balance sheet of the Borrower together with recent profits and cash flow records and is of the opinion that the advance to be made hereunder is on normal commercial terms and that on reasonable assumptions of future trading the Borrower will be able to meet its obligations to be undertaken.
- (5) The Managing Trustees may from time to time during the continuance of this security make further advances to the Borrower and it is intended that the same with interest shall be secured in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1 IN consideration of the Principal Money paid by the Managing Trustees to the Borrower (the receipt whereof the Borrower hereby acknowledges) the Borrower **HEREBY COVENANTS** with the Managing Trustees that the Borrower will pay to the Managing Trustees the Principal Money on demand and until such demand and payment in accordance therewith the Borrower will (as well after as before any judgement) pay to the Managing Trustees interest and capital thereon as from the date hereof by equal Annual payments commencing on 23 October 2014 and every 23 October thereafter at the ruling rate hereinafter mentioned

AND FURTHER to pay to the Managing Trustees every such sum advanced by the Managing Trustees pursuant to the provisions of Clause 7 hereof on demand and until such demand and payment in accordance therewith the Borrower will pay to the Managing Trustees interest and capital thereon as from the respective dates of such further advances by equal annual instalments on the days hereinbefore stated at the said ruling rate hereinafter mentioned.

2. FOR the consideration aforesaid the Borrower and Beneficial Owner **HEREBY CHARGES** by way of first floating charge all the undertaking and goodwill of the Borrower and all its property assets and rights whatsoever and wheresoever both present and future including its uncalled capital with the payment of the Managing Trustees in accordance with the covenants herein contained of the Principal Money further advances (if any) interest and other money hereby covenanted to be paid by the Borrower.

The Borrower shall not have power to create any mortgage or charge ranking in priority to or equally with the floating charge herein contained.

3. IF the Borrower shall

- (a) on demand as aforesaid; or
- (b) without demand at any time after three months' previous notice in writing

pay to the Managing Trustees the Principal Money and further advances (if any) and all interest due thereon the Managing Trustees will at the request and cost of the Borrower duly discharge the security **AND FURTHER** the Borrower may at any time after such notice as aforesaid make payment on account of the Principal Money and further advances (if any) hereby secured and upon such payment being made interest shall continue to be payable as aforesaid on the balance only of the Principal Money and further advances (if any) for the time being remaining outstanding on this security.

4. (1) AT any time after the date hereof the Managing Trustees may on giving to the Borrower not less than 30 days' notice in writing make demand and call in the Principal Money and further advances (if any) hereby secured or the balance thereof then outstanding notwithstanding that the provisions of this security have been complied with in every respect by the Borrower.

- (2) Notwithstanding anything hereinbefore contained the Principal Money and further advances (if any) hereby secured or the balance thereof then outstanding shall become immediately due and repayable by the Borrower:-

- (i) if some interest due hereunder is unpaid for two months; or
- (ii) if the Borrower fails to observe any of the Borrower's obligations hereunder other than in regard to the payment of money or is otherwise in breach of the conditions of this Agreement; or
- (iii) if an order is made or an effective resolution is passed for the winding-up of the Borrower otherwise than for the purpose of reconstruction or amalgamation; or
- (iv) if the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (v) if an incumbrancer takes possession or a receiver is appointed of any part of the assets of the Borrower; or
- (vi) if the Borrower sells or otherwise disposes of the whole or a substantial part of its undertaking or its assets otherwise than with the previous consent in writing of the Managing Trustees; or
- (vii) if the Borrower is unable to provide the Auditor's Statement as described in Paragraph 4 of the Third Schedule hereto; or
- (viii) if the Principal Money and further advances (if any) or the balance thereof then outstanding is required to secure any benefits under the Trust Deed; or
- (ix) if any judgement against the Borrower remains unpaid for more than seven days after the date thereof; or
- (x) if the Borrower ceases or threatens to cease to carry on the whole or a substantial part of its business;

- (vi) if the Borrower otherwise becomes insolvent which for the purposes of this Agreement shall mean if-
- (a) he has been adjudged bankrupt or has made a composition or arrangement with his creditors;
 - (b) he has died and his estate falls to be administered in accordance with an order under section 421 of the Insolvency Act 1986 or Article 365 of the Insolvency (Northern Ireland) Order 1989 (or any statutory replacement or amendment thereof);
 - (c) where the Borrower is a company, a winding-up order or an administration order has been made with respect to it, or a resolution for voluntary winding-up has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge, or a voluntary arrangement is approved under Part I of the Insolvency Act 1986 or Part II of the Insolvency (Northern Ireland) Order 1989 (or any statutory replacement or amendment thereof);

AND the happening of any of the aforementioned events shall be deemed to constitute a demand hereunder.

5. **SUBJECT** to the provisions of this security if no such demand or repayment as aforesaid has been made by the date first stated in Part E or the First Schedule hereto (hereinafter called "the Latest Repayment Date") then the Principal Money and further advances (if any) or the balance thereof then outstanding shall be repaid by the Borrower to the Managing Trustees on the Latest Repayment Date.
6. **THE** provisions of Section 103 of the Law of Property Act 1925 shall not apply to this security and the same shall become immediately enforceable
- (i) at any time after the Principal Money and further advances (if any) owing on this security or the balance thereof then outstanding shall have become payable in accordance with the provisions of Clause 4 (1) hereof; or
 - (ii) on the happening of any of the events specified in Clause 4 (2) hereof.
7. **THE** Managing Trustees may from time to time during the continuance of this security make further advances to the Borrower but nothing herein contained shall oblige the Managing Trustees to make them
8. **THE** Borrower **HEREBY COVENANTS** with the Managing Trustees to perform and observe the provisions set forth in the Second Schedule hereto.
9. **THE** provisions set forth in the Third Schedule hereto shall be binding on the Borrower and the Managing Trustees and their assigns.
10. **ANY** notice or demand hereunder shall be deemed to have been sufficiently given by either party to the other if left at or sent by first-class prepaid letter post to the other at its address as appearing herein or such other address as such party shall have given for the purposes of this Clause and in the latter case such notice or demand shall be assumed to have reached the other on the first working day after the date of posting.

11 IN this legal charge where the context admits:

- (i) "The Borrower" and "the Managing Trustees" include the persons deriving title under them.
- (ii) "The Managing Trustees" mean the Managing Trustees for the time being of the Trust Deed.

(iii) "The ruling rate" of interest means the rate of interest from time to time equal to three per cent per annum fixed.

- (iv) "Month" means calendar month;
- (v) "The Trust Deed" means the Definitive Trust Deed;
- (vi) "Auditor" means the Borrower's auditor or an accountant qualified to act as an auditor under section 389 of the Companies act 1985 (or any statutory replacement or amendment thereof).

All references to the masculine gender shall include the feminine unless the context implies or clearly indicates otherwise.

THE FIRST SCHEDULE above referred to:-

PART A	Date	23 October 2013	
PART B	Parties	<p>The Borrower DORABRIDGE DESIGN & BUILD LIMITED</p> <p>The Managing Trustees STEPHEN WEMYSS BURT DEBBIE SUSAN BURT</p>	
PART C	The Trust Deed - dated	27 SEPTEMBER 2012	
	Parties to the Trust Deed	(1) DORABRIDGE DESIGN & BUILD LIMITED (2) STEPHEN WEMYSS BURT (3) DEBBIE SUSAN BURT	
PART D	The Principal Money	<p align="center">£65,000 (Sixty Five Thousand Pounds Only)</p>	
PART E	The Latest Repayment Date or Term of Loan	23 October 2018	
PART F	The Employer	DORABRIDGE DESIGN & BUILD LIMITED	

THE SECOND SCHEDULE above referred to:-

1. The Borrower will carry on and conduct its business in a proper and efficient manner and will not make any substantial alteration in the nature thereof.
2. The Borrower will keep all its property of an insurable nature insured to the full value thereof with a well established and reputable underwriters against loss or damage by such risks as the Managing Trustees may from time to time specify and produce the last receipts for all such insurances to the Managing Trustees for inspection on demand
3. The Borrower will give the Managing Trustees such information relating to its affairs business and assets as the Managing Trustees may from time to time require.
4. The Managing Trustees may by notice in writing to the Borrower convert the said floating charge into a specific charge as regards any assets specified in the notice which the Managing Trustees shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof.

THE THIRD SCHEDULE above referred to:-

- 1 The restriction on the right of consolidating mortgages imposed by Section 93 of the Law of Property Act 1925 shall not apply to this security.
2. The Managing Trustees may by not less than one month's prior notice in writing increase the amount by which the ruling rate exceeds the base rate or other published rates as hereinbefore mentioned.
3. The powers and remedies conferred on mortgages by the Law of Property Act 1925 shall apply to this security except as provided in Clause 6 hereof.
- 4 Under the provisions and powers deriving from Rule 5.5.10 the Borrower shall submit to the Managing Trustees on the first and every subsequent anniversary hereof an Auditor's statement (hereinbefore called the "Auditor's Statement") confirming that the Auditor has examined the balance sheet of the Borrower together with recent profits and cash flow records and is of the opinion that the Principal Money advanced and further advances (if any) made hereunder are on normal commercial terms and that on reasonable assumptions of future trading the Borrower will be able to meet its obligations incurred under this security
5. At any time after the Security has become enforceable the Managing Trustees may appoint a receiver of the property subject thereto upon such terms as to remuneration and otherwise as they shall think fit and may from time to time remove any such receiver and appoint another in his place; and such appointment or removal shall be in writing. A receiver so appointed shall be the Agent of the Borrower which shall be responsible for his acts and defaults and for his remuneration costs charges and expenses.
- 6 A receiver so appointed shall be a receiver and manager and entitled to exercise all the powers conferred on a receiver by the Law of Property Act 1925 and by way of addition to and without limiting those powers such receiver shall have power
 - (1) to take possession of and get in the property hereby charged;
 - (2) to carry on or concur in carrying on the business of the Borrower and for this purpose to borrow money on security of the property subject to this security subject either in priority or subject to this security or on the security of any other property of the Borrower;
 - (3) to sell or concur in selling of any of the property hereby charged or otherwise deal therewith on such terms in the interest of the Managing Trustees as he shall think fit;
 - (4) to make any arrangement or compromise which he shall think expedient in the interests of the Managing Trustees;
 - (5) to make and effect all such repairs improvements and insurances as he shall think fit and renew such of the plant machinery and any other effects of the Borrower whatsoever as shall be worn out lost or otherwise become unserviceable,
 - (6) to appoint managers, accountants, servants, workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

- (7) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid which he may or can lawfully do as agent for the Borrower.

7. The net profits of carrying on the said business and the net proceeds of any sale by the receiver shall subject to any prior ranking claims thereon be applied by him as follows:-

- (1) in payment of all costs charges and expenses of and incidental to his or any other appointment of a receiver hereunder and the exercise by him or any other such receiver of all or any of the powers aforesaid including his remuneration or that of any other such receiver and all outgoings properly paid by him,
- (2) in or towards payment to the Managing Trustees of all arrears of interest unpaid in respect hereof;
- (3) in or towards payment to the Managing Trustees of all other monies due under this Legal Charge;
- (4) in payment of any surplus to the Borrower;

PROVIDED THAT if the receiver shall be of the opinion that the security may prove deficient payments may be made on account of unpaid principal and any other monies before unpaid interest due under this Legal Charge but such alteration in the order of payment of principal and other monies and interest shall not prejudice the rights of the Managing Trustees to receive the full amount to which they would have been entitled if the primary order of payment had been observed or any less amount which sum ultimately realised may be sufficient to pay.

8. No person or persons dealing with the Managing Trustees or any receiver appointed by them shall be concerned to inquire whether any event has happened upon which any of the powers herein contained are or may be exercisable or otherwise as to the propriety or regularity of any exercise thereof or of any acts purporting or intended to be in exercise thereof or whether any monies remain owing upon security of this deed and all the protections to purchases contained in section 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Managing Trustees or any such receiver
9. Entry into possession of the property hereby secured or any part thereof shall not render the Managing Trustees or any such receiver liable to account as mortgagee in possession.
10. After the Principal Money and all further advances (if any) hereby secured shall have become payable the Borrower 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 hereby conferred upon him shall reasonably require and the Borrower irrevocably appoints any receiver appointed hereunder to be lawful attorney of the Borrower 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 Borrower ought to do or execute hereunder and to exercise all the powers of the Borrower in carrying out or effecting any of the powers hereby conferred upon him.

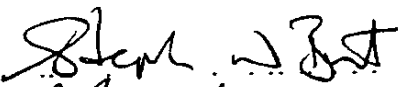

IN WITNESS whereof the Borrower and the Managing Trustees have executed this Deed on the day and year stated in Part A of the First Schedule hereto and in the form and manner hereinafter appearing:

EXECUTED by/on behalf of the **BORROWER**
as a **Deed**:-


(Director/~~Company Secretary~~)


(~~Director~~/Company Secretary)

SIGNED and DELIVERED
as a **DEED** by
THE MANAGING TRUSTEES
in the presence of:-

) 
) 
)
)
)
)
)
)

D F Bunt

Witness Name **DAVID BASS**

**16 OSPINGE PLACE
FAVERSHAM
KENT
ME13 8TB**