



**Registration of a Charge**

Company name: **ST. EDWARD'S SCHOOL CHELTENHAM TRUST**

Company number: **01961978**



X7HU6XVH

Received for Electronic Filing: **02/11/2018**

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**Details of Charge**

Date of creation: **30/10/2018**

Charge code: **0196 1978 0010**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS THE SCHOOL HOUSE  
MOOREND GLADE, CHELTENHAM REGISTERED AT THE LAND  
REGISTRY UNDER TITLE NUMBERS GR341777 & GR155650**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1961978

Charge code: 0196 1978 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2018 and created by ST. EDWARD'S SCHOOL CHELTENHAM TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2018 .

Given at Companies House, Cardiff on 6th November 2018

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# HSBC UK Bank plc

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## LEGAL MORTGAGE

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### **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE**

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the HSBC UK Bank plc Mortgage Deed Conditions (2018 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC UK Bank plc official.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

**This Mortgage is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.**

**Direct Legal Mortgage A1kco**

THIS LEGAL MORTGAGE dated the  
and 18

30<sup>th</sup> day of October

Two thousand

BETWEEN Mortgageor: St. Edward's School Cheltenham Trust Number 01961978 ("you")

and HSBC UK Bank plc ("the Bank") whose address for service for entry on the register is HSBC UK Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY.

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2018 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.

The Property and other assets and the Debt are described and defined below and in the Conditions.

### The Main Subject Matter of this Mortgage

#### 1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property: Freehold property known as The School House Moorend Glade Cheltenham registered at HM Land Registry with title number: **QR341777 & QR155650**
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property
- (c) any shares or membership rights mentioned in paragraph 4 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

#### 2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by you under paragraph 26 of the Conditions.

The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

Form of Charge Filed at HM Land Registry under reference MD1537D

3. **Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 30/10/18 in favour of HSBC UK Bank plc referred to in the Charges Register".

4. The Property charged is held by the Mortgagor, a non-exempt charity, and this mortgage is not one falling within Section 124(9) of the Charities Act 2011, so that restrictions imposed by Section 124 of the Charities Act 2011 apply.

The directors of the Mortgagor, being the persons who have the general control and management of its administration certify that they have the power under the articles of association of the Mortgagor to effect this mortgage and that they have obtained and considered such advice as is mentioned in Section 124(2) of the Charities Act 2011.

**IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE**

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Signed as a deed by the St. Edward's School Cheltenham Trust acting by:

Signature



Director

Name in full

SUSAN JANE HONEYWILL

(Block letters)

(For use by a  
Company with  
multiple directors  
and/or a Company  
Secretary)

Signature



Director/Company Secretary

Name in full

MICHAEL COLES

(Block letters)

Signed as deed by the St. Edward's School Cheltenham Trust acting by:

Signature



Director

Name in full

SUSAN JANE HONEYWILL

(Block letters)

(For use where one  
director is  
authorised to sign)

In the presence of:

Signature of witness



Witness

Full name of witness

ZENA JOY DREW

(Block letters)

Address:



Occupation:

HR MANAGER