



**Registration of a Charge**

Company name: **CUERDEN VALLEY PARK TRUST**

Company number: **01994107**



X51JLG7C

Received for Electronic Filing: **26/02/2016**

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**Details of Charge**

Date of creation: **24/02/2016**

Charge code: **0199 4107 0001**

Persons entitled: **THE CO-OPERATIVE BANK P.L.C.**

Brief description:

**Contains fixed charge(s).**

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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.**

Certified by: **JILL CAMPBELL**



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

Company number: 1994107

Charge code: 0199 4107 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2016 and created by CUERDEN VALLEY PARK TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2016 .

Given at Companies House, Cardiff on 29th February 2016

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

**DEED OF CHARGE OVER CREDIT BALANCES  
BY A CHARGOR FOR OWN LIABILITIES**

To : THE CO-OPERATIVE BANK p.l.c. ('the Bank')

1. In consideration of your giving or continuing to give time, credit and/or banking facilities and accommodation to me/us, being the party or parties named in Schedule 1 hereto, I/we with Full Title Guarantee as defined in the Law of Property (Miscellaneous Provisions) Act 1994 hereby charge by way of first fixed charge all sums of money specified in Schedule 2 hereto ('the Deposit') which expression includes all or any part of the money payable pursuant to such deposit and the debt represented thereby ('the Charge') as a continuing security for the payment of all money and the discharge of all liabilities now or at any time hereafter due, owing or incurred to you by me/us (and, if more than one, by us jointly and severally) in any currency on any account or accounts or in respect of any obligation howsoever incurred to you by me/us in whatever manner and whether actually or contingently and whether alone or together with another or others and whether as principal, guarantor or surety and in whatever name or style together with interest, discount, commission and all other charges, costs and expenses for which I/we may be or become liable to you ('the Secured Sums').
2. For the purposes of and to give effect to this security the Charge shall operate as a release of the Deposits to the Bank until the Secured Sums have been irrevocably and unconditionally paid and discharged in full.
3. I/we agree that during the currency of this Charge and notwithstanding any term (express or implied) pursuant to which the Deposit is or may be deposited with you or paid to you or held by you, such deposit shall only be repayable or transferable upon written request or demand and I/we shall not be entitled to make any request or demand upon you for repayment or transfer of such Deposit unless you shall first have agreed to release this Charge. Any repayment(s) or transfer(s) permitted by you shall not be deemed to be a release of this Charge over any other money or interest then or at any time thereafter forming part of the Deposit or accrued thereon. It is hereby expressly agreed that the terms of this Charge shall override the terms applicable to the Deposit.

4. (a) The Secured Sums shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the Law of Property Act 1925 ('the LPA') immediately on the execution of this Charge and Section 103 of the LPA (restricting the power of sale) Section 109 of the LPA (restricting the power to appoint a receiver) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Charge.
- (b) You may at any time hereafter enforce this Charge, without notice to me/us and without further or other consent from me/us by converting the Deposit or any part thereof and by applying or transferring as you think fit all or part of any money or interest subject to this Charge at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Sums as you may determine.
- (c) You are hereby irrevocably empowered and authorised as my/our attorney in my/our name and at my/our expense to execute such documents and give such instructions as may be required to give effect hereto, including (without limitation) instructions for the withdrawal of any sums which you may have placed upon my/our behalf with any third party and for use of any money or interest subject to this Charge to purchase any currency or currencies.
- (d) You shall not be liable for any loss sustained by me/us in consequence of the exercise of your rights hereunder, including (without limitation) any loss or interest caused by the determination before maturity of any Deposit or by the fluctuation in any exchange rate at which currency may be bought or sold by you.
5. This Charge shall be a continuing security notwithstanding any intermediate payments or settlement of accounts in whole or in part or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by you as bankers against me/us or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by you.

6. (a) I/we shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to the charge or my/our right, title or interest therein, or agree to do so.
- (b) I/we confirm that I am/we are the sole absolute owner(s) of all the Deposit with full title guarantee free from any encumbrance and I/we shall not create or attempt to create or permit to arise or subsist any encumbrance (other than this Charge) on or over the Deposit.
- (c) I/we have and will at all times have the necessary power to enter into and perform my/our obligations under this Charge.
- (d) I/we have all necessary authorisations and consents to enable or entitle me/us to enter into this Charge and such consents/authorisations will remain in full force and effect during the subsistence of the security constituted by this Charge.
7. For the avoidance of doubt, I/we agree that this Charge is to operate by way of security only in favour of you and that no release of any indebtedness existing now or in the future from you to me/us is intended or effected by this Charge.
8. If the persons executing this Charge are in partnership together and if any change shall at any time occur in the composition of the partnership, then, unless you decide to close the then current account or accounts of the partnership and to open a new account or accounts for the continuing partners, this Charge shall be a continuing security for all liabilities incurred to you (after as well as before such change) by the persons for the time being constituting such partnership.
9. Without prejudice to your foregoing rights and as a separate independent stipulation, I/we agree that you may at any time or times without notice to me/us combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to my/our credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with you or opened by you on my/our behalf with some third party and whether opened in my/our name or in your name in respect of my/our liabilities to you or otherwise) with all or such part of the Secured Sums as you may determine (whether presently payable or not).



10. I/we undertake to maintain such margin of security in relation to the Secured Sums as may from time to time be required by you by depositing immediately upon demand by you such further sums as you require which shall form part of the Deposit subject to this Charge.
11. If you receive or are deemed to be affected by, notice (actual or constructive) of any subsequent charge or other interest affecting the Deposit or if the continuing nature of this Charge is terminated for any reason, you may open a new account or accounts in my/our name but whether or not you do, it shall nevertheless be treated as if you had done so at the time such notice was received or deemed to have been received or at the time of termination and, as from that time, all payments made to you shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Charge is security.
12. Where this Charge is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this Charge the singular shall include the plural and vice versa.
13. I/we shall pay to you on demand all costs, expenses (including legal fees) suffered or incurred by you in the negotiation, preparation, completion and any enforcement of this Charge or otherwise in respect of the Deposit.
14. Your rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as you deem expedient.
15. This Charge shall be governed by and construed in accordance with English Law and I/we irrevocably submit to the jurisdiction of the English Courts.

IN WITNESS whereof these presents were executed and delivered as a Deed  
this 24<sup>th</sup> day of February 2016

**SCHEDULE 1**  
**(the Chargor)**

**FULL NAME**

**ADDRESS / REGISTERED OFFICE**

**CUERDEN VALLEY PARK TRUST**

**4 SOUTPORT ROAD, CHORLEY, LANCs  
PR7 1LD**

**SCHEDULE 2**

**Part 1**

**Definition of the Deposit**

**\*In this security the expression 'Deposit' means all sums of money in any currency :**

- (a) deposited or paid by me/us now or at any time hereafter to the credit of the accounts specified in Part 2 of the Schedule 2 and any additional or substitute accounts hereafter opened with you for the deposit or holding of all or part of the monies or interest subject to this security; and**
- (b) deposited or paid by me/us with or to you or held by you on my/our behalf pursuant to the deposit contract(s), short particulars of which are given in Part 3 of this Schedule 2; and**

- (c) deposited or paid by me/us with or to you or held by you on my/our behalf (whether in an account or otherwise) now or at any time during the currency of this security, unless you agree in writing before such deposit or payment is made that it shall not be subject to this security (provided that this paragraph shall not extend to any money in any current account); and
- (d) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs; and
- (e) any entitlement to interest that may be payable on any sums deposited pursuant to clauses a,b,c and d above.

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and whether any such account is opened in the name of all or any of us or in your name in respect of my/our liabilities to you or otherwise.

\* (Delete any of the foregoing paragraphs if it is inapplicable).

## PART 2

### DETAILS OF CHARGED ACCOUNT

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Signed and Delivered as a Deed  
by the above named ( )

.....  
in the presence of :

Signed and Delivered as a Deed  
by the above named ( )

.....  
in the presence of :

The common seal of CUERDEN VALLEY PARK TRUST was hereunto affixed in pursuance  
of a Resolution of its Board of Directors in the presence of :

.....Director

.....Director/Secretary


OR

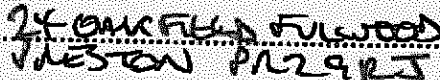
SIGNED as a Deed by CUERDEN VALLEY PARK TRUST

acting by:

.....Director

.....Director/Secretary

.....Witness

.....Witness Address

Signed as a deed by .....LLP

acting by two members

Name (In BLOCK LETTERS)

Signature ..... Member

Name (In BLOCK LETTERS)

Signature ..... Member/Witness

Address .....