



**Registration of a Charge**

Company name: **BLOOR HOMES LIMITED**

Company number: **02162561**



X8G1RIMW

Received for Electronic Filing: **14/10/2019**

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**Details of Charge**

Date of creation: **24/09/2019**

Charge code: **0216 2561 0145**

Persons entitled: **PATRICIA MARY HODDINOTT  
STEPHANIE MACKAY AND PATRICIA MARY HODDINOTT AS  
EXECUTORS TO THE ESTATE OF JAMES DEAN HODDINOTT  
STEPHANIE MACKAY AND PATRICIA MARY HODDINOTT AS  
EXECUTORS TO THE ESTATE OF PETER JAMES HODDINOTT**

Brief description: **THE FREEHOLD LAND REGISTERED UNDER TITLE NUMBERS  
WR132886, WR132888, WR132919 AND WR132944 TOGETHER WITH  
THE UNREGISTERED LAND SHOWN SHADED BLUE ON PLAN 1 TO THE  
CHARGE INSTRUMENT AND SHOWN SHADED RED ON PLAN 2 TO THE  
CHARGE INSTRUMENT.**

**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.**

Certified by: **GOWLING WLG (UK) LLP**



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

Company number: 2162561

Charge code: 0216 2561 0145

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2019 and created by BLOOR HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2019 .

Given at Companies House, Cardiff on 15th October 2019

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

DATED 24 September 2019

PATRICIA MARY HODDINOTT (1)

and

THE FIRST EXECUTORS (2)

and

THE SECOND EXECUTORS (3)

and

BLOOR HOMES LIMITED (4)

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LEGAL CHARGE  
of freehold land at Cheltenham Road,  
Evesham

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

Gowling WLG (UK) LLP  
Gowling WLG (UK) LLP

Dated 24/09/2019

THIS LEGAL CHARGE is made on *24 September*

2019

**BETWEEN**

- (1) **BLOOR HOMES LIMITED** (Company Number 2162561) whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP ("**the Mortgagor**"); and
  - (2) **PATRICIA MARY HODDINOTT** of Cowhythe, Portsoy, Aberdeenshire AB45 2TB ("**PMH**")
  - (3) **Stephanie MacKay** of Hornbeam House, 22 Quebec Way, Canada Water, London SE16 7EW and **Patricia Mary Hoddinott** of Cowhythe, Portsoy, Aberdeenshire, AB45 2TB as executors to the estate of the late **James Dean Hoddinott** ("**the First Executors**");
  - (3) **Stephanie MacKay** of Hornbeam House, 22 Quebec Way, Canada Water, London SE16 7EW and **Patricia Mary Hoddinott** of Cowhythe, Portsoy, Aberdeenshire, AB45 2TB as the intended executors to the estate of **Peter James Hoddinott** as the intended executors to the estate of Peter James Hoddinott ("**the Second Executors**")
- together (the "**Parties**")

**NOW THIS DEED WITNESSES** as follows:

**1 Definitions**

In this Charge except so far as the context otherwise requires:

"**the Act**" means the Law of Property Act 1925;

"**the Agreement**" means an agreement dated *24 September* 2019 and made between the Lender (1), the First Executors (2), the Second Executors (3) the Mortgagor (4) and Bloor Holdings Limited (5) for the sale of the Property;

"**Business Day**" means any day except a Saturday, or Sunday or a Bank Holiday in England and Wales;

"**Disposal**" a transfer or lease of the Property which is a Permitted Disposal;

**"the Executors"** means the First Executors and the Second Executors;

**"the Insolvency Act"** means the Insolvency Act 1986;

**"the Lender"** means together PMH and the Executors

**"Occupation Road"** is as defined in the Agreement;

**"Plan 1"** means the plan annexed hereto and marked "Plan 1";

**"Plan 2"** means the plan annexed hereto and marked "Plan 2";

**"Permitted Disposals"** means:

- (a) a transfer or lease or grant of easements to a statutory undertaker acting in its capacity as such; and
- (b) a transfer or lease or grant of easements or dedication or adoption in relation to any Statutory Agreement or in satisfaction of the same

"and **"Permitted Disposal"** has the same meaning;

**"Powers"** in relation to the Lender and the Receiver means their respective powers discretions and rights under this Charge or the general law or the Act or the Insolvency Act;

**"the Property"** means all that land contained within the Title Numbers and whatever right and title the Seller has in the Occupation Road shown (for identification purposes only) edged red on Plan 1 together with the Unregistered Land;

**"Title Numbers"** WR132886 as at 27 November 2018 at 11:30:24, WR132888 as at 27 November 2018 at 11:31:09, WR132919 as at 27 November 2018 at 11:31:57 and WR132944 as at 27 November 2018 at 11:32:39;

**"the Receiver"** means the receiver appointed by the Lender under or by virtue of this Charge and includes more than one such Receiver;

**"Secured Amounts"** means the sum of Two Million and Seventy Six Thousand Five Hundred Pounds (£2, 076,500) due from the Mortgagor to the

THIS DRAWING IS TO BE USED IN CONNECTION WITH THE SPECIFICATIONS FOR CONSTRUCTION AND NOT BE USED FOR ANY OTHER PURPOSE.

Notes

PLAN 1

Stallard  
JWA



Cheltenham Road  
Evesham

Contract Plan

Scale 1:1250  
Date 11.01.19  
Drawn EAH  
Checked

1:1250  
11.01.19  
EAH  
Checked

**BLOOR HOMES**  
15 BLOOR (EVESEHAM) LIMITED  
WATERLOO ROAD, EVESEHAM, GLOS. GL54 7JH  
TELEPHONE 01452 850000 FAX 01452 850001  
E-MAIL bloorhomes@btinternet.com

WE085-LE-041

# Cheltenham Road ~ Evesham

Land Registry  
Official copy of  
title plan

Title number WR132886  
Ordnance Survey map reference SP0342SW  
Scale 1:1250 enlarged from 1:2500  
Administrative area Worcestershire : Wychavon

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PLAN 2

Scuttell  
W.D.



Lender pursuant to the Agreement being the balance of the price payable under the Agreement;

**"Security Interest"** means any mortgage debenture lien pledge charge or other security interest whatsoever howsoever created or arising;

**"Statutory Agreement"** an agreement, obligation or undertaking to be made pursuant to all or any of the following: Section 106 of the Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a local authority, the local highway authority or any service undertaker including any subsequent agreement supplemental to or varying the same or any replacement agreement;

**"Unregistered Land"** is the land shown shaded red on Plan 2.

- 1.1 References to the Lender and to the Mortgagor include references to the persons deriving title under them respectively
- 1.2 Any reference to the singular number includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and neuter
- 1.3 Any reference to a Clause is, unless the context otherwise requires, a reference to a Clause of this Charge.
- 1.4 Headings to Clauses are for convenience only and do not affect the interpretation of this Charge
- 1.5 If the expression "the Mortgagor" includes more than one person it shall be construed as referring to all or any one or more of those persons and obligations of the Mortgagor shall be joint and several
- 1.6 Any reference to an enactment is a reference to it as amended or as re-enacted with or without modification
- 1.7 References to the Property include any part of it

**2     Charge**

The Mortgagor with full title guarantee charges the Property with the payment or discharge of the Secured Amounts by way of legal mortgage

**3     Covenant to Pay**

The Mortgagor covenants with the Lender to pay to the Lender the Secured Amounts in accordance with the terms of and at the time or times specified in the Agreement

**4     Limited Recourse**

Notwithstanding any other provision of the Agreement, it is expressly agreed and understood that the sole recourse of the Lender to the Mortgagor under this charge is to the Mortgagor's interest in the Property.

**5     Continuing Security**

This Charge is made for securing the Secured Amounts and shall be a continuing security to the Lender until discharged

**6     Covenants**

The Mortgagor further covenants with the Lender as follows:

**6.1   Other Security Interests**

not to create or permit to subsist any Security Interest in or over the Property

**6.2   Statutory Requirements**

to comply with all statutory requirements affecting the Property;

**6.3   Outgoings**

punctually to pay all taxes duties rates and outgoings payable in respect of the Property;

**6.4   Access**

to allow the Lender (and any persons appointed in writing by the Lender) full access to the Property to carry out any survey or inspection and for all other purposes relating to the Security;

6.5 **Receiver**

during the currency of the appointment of the Receiver not without the consent of the Receiver to do any act or thing which the Receiver is empowered to do.

6.6 **Costs and Interest**

to reimburse upon demand the Lender or the Receiver all costs and expenses which may be reasonably and properly incurred by the Lender or the Receiver in connection with any consents or approvals or any other actions which may be required in respect of the Property or with perfecting, preserving or enforcing this Charge or their respective rights and powers (including the payment of all stamp duty land tax and other fees and costs (including professional fees) in connection with preserving or improving the security created by this Charge)

6.7 **Insurance**

that it will maintain adequate insurance over the Property for the period the Property is charged to the Lender

**7 Power of Sale Etc.**

7.1 The Secured Amounts shall become due for the purposes of Section 101 of the Act but for no other purpose and the statutory power of sale and other powers of enforcement shall arise immediately after execution of this Charge;

7.2 Section 103 of the Act shall not apply and all moneys hereby secured shall be immediately payable without any demand and this security shall become immediately enforceable and the powers of the Lender and the Receiver exercisable in any of the following events:

- (a) if a receiver or administrative receiver is appointed of the whole or any part of the Property or an encumbrance takes possession of or any

person exercises or attempts to exercise any power of sale in relation to the Property; or

- (b) if an administration order in relation to the Mortgagor is made; or
- (c) if an order is made for or a meeting be convened for the purpose of considering a resolution for the winding up of the Mortgagor;
- (d) if a Company Voluntary Arrangement under Part I of the Insolvency Act is made in respect of the Mortgagor; or
- (e) if the Mortgagor does not pay the Secured Amounts when they fall due; or
- (f) if the Mortgagor does not comply with its obligations in this Charge; or
- (g) if an administrator is appointed over the Mortgagor or any person makes an application to court for such an appointment, gives notice of its intention to appoint an administrator or files notice of such an appointment at court; or
- (h) if the Mortgagor asks the Lender to appoint a Receiver in respect of the Property.

7.3 The power of sale and the other powers conferred by the Act or otherwise are extended and varied to authorise the Lender at its absolute discretion to do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which a Receiver is empowered to do under this Charge.

## **8 Appointment of Receiver**

8.1 At any time after the Lender's power of sale has become exercisable or if it is requested to do so by the Mortgagor the Lender may by instrument in writing appoint one or more than one receiver of the Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. If more than one Receiver is appointed the Receiver may act jointly or jointly and severally

- 8.2 The Lender may by instrument in writing remove the Receiver and appoint another in his place and the Lender may also appoint an alternative or additional receiver
- 8.3 The Receiver shall so far as the law permits be the agent of the Mortgagor; and the Mortgagor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Lender shall be in no way responsible for any misconduct negligence or default of his
- 8.4 The powers of the Receiver shall continue in full force and effect notwithstanding the liquidation or bankruptcy of the Mortgagor
- 8.5 The remuneration of the Receiver may be fixed by the Lender but shall be payable by the Mortgagor alone and the amount of such remuneration shall form part of the Secured Amounts and accordingly be secured
- 8.6 Without limitation the Receiver has power on behalf and at the cost of the Mortgagor to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Property and in particular (but without limitation) any Receiver shall have full power at his absolute discretion:
- (a) to take possession of get in and collect the income from the Property and for that purpose to take any proceedings in the name of the Mortgagor or otherwise;
  - (b) to carry on manage or concur in carrying on and managing any business of the Mortgagor as he may think fit;
  - (c) to sell (whether by public auction or private contract or otherwise) exchange license or otherwise dispose of or in any way whatsoever deal with all or any part of the Property for such consideration (if any) and upon such terms as he may deem fit and to concur in any such transaction;

- (d) to grant or make any lease and to accept or agree to accept surrenders of leases or tenancies of the Property in such circumstances and for such purposes and upon such terms whatsoever as he may think fit

8.7 Subject to section 176A of the Insolvency Act the net proceeds arising from the exercise of the powers of the Receiver shall subject to any claims ranking in priority to the Secured Amounts be applied in or towards discharging in the following order of priority:

- (a) the amount of all costs charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of his powers and the costs charges and expenses of and incidental to his appointment;
- (b) the remuneration of the Receiver;
- (c) all other the Secured Amount in such order as the Lender may determine; and
- (d) the claims of those entitled to any surplus

8.8 Sections 109(6) and (8) of the Act (application of moneys received by the Receiver) shall not apply in relation to a receiver appointed under the foregoing provisions of this Clause

## **9 Purchaser**

A purchaser tenant or other person dealing with the Lender or the Receiver shall not be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable

## **10 Exclusion of Liability and Miscellaneous**

10.1 Neither the Lender nor the Receiver shall be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers

- 10.2 The Mortgagor unconditionally covenants with the Lender upon demand to indemnify the Lender and the Receiver (on a full complete and unqualified basis) against all claims proceedings expenditure and liabilities which the Lender or the Receiver may incur in connection with this Charge or in consequence of anything done or purported to be done hereunder by the Lender or the Receiver in each case arising out of any breach by the Mortgagor of the terms of this Charge

## **11 Powers**

- 11.1 In connection with the exercise of any of his powers the Receiver shall have power to execute or do or cause to be executed or done on behalf of or in the name of the Mortgagor or in the name of the Receiver or otherwise as he may deem fit all documents acts or things which he may consider appropriate
- 11.2 Without prejudice or limitation to the foregoing provisions for the purpose of securing the interest of the Lender in the Property the Mortgagor irrevocably and by way of security appoints the Lender and separately the Receiver to be the attorney of the Mortgagor (with full power to appoint substitutes and to sub-delegate) on behalf of the Mortgagor and in the name of the Mortgagor or otherwise to execute any document or do any act or thing which the Mortgagor is obliged to execute or do under this Charge or which the Lender or the Receiver may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Lender or the Receiver
- 11.3 If the Lender or the Receiver obtain possession of the Property and the Mortgagor fails to remove any goods materials or other chattels the Lender or the Receiver may remove and sell the same (not being under any liability to the Mortgagor other than to account for the net proceeds of such sale) and the Mortgagor shall indemnify the Lender and the Receiver against all expenses and liabilities whatsoever incurred by the Lender or the Receiver in connection with such removal and/or sale

## **12 Discharge and Permitted Disposals**

- 12.1 On payment of the whole of the Secured Amounts the Lender shall duly

discharge this security and deliver to the Mortgagor Form DS1 duly executed in respect of this Charge no later than 10 Working Days after the payment of the whole of the Secured Amounts.

- 12.2 On the notification by the Mortgagor to the Lender of a Disposal the Lender shall duly discharge the security in respect of that Disposal and deliver to the Mortgagor Form DS3 duly executed in respect of this Charge no later than 10 Working Days after the notification by the Mortgagor to the Lender of the Disposal.



- 12.3 The Mortgagor and the Lender agree and acknowledge that the Mortgagor can make Permitted Disposals during the duration of this Charge and that the terms of this charge are not intended to bind any part of the Property the subject of a Permitted Disposal. The Lender consents and is deemed to consent to the entering into of any Permitted Disposals and to their registration at the Land Registry.

### **13 Notices**

Any notice or demand by the Lender hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Mortgagor if personally served on any one of the directors or on the secretary of the Mortgagor or delivered or sent by first class letter post to the Mortgagor at its registered office or any of its principal places of business and shall if posted before the last scheduled collection of letters from the letter box in which the same is posted on any day be deemed to have been served on the addressee at 10 a.m. on the next succeeding Business Day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any notice or demand sent by telex or facsimile transmission on a Business Day shall be deemed to have been served at the time of despatch. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Mortgagor if signed by the Lender

### **14 Authority to Enter Into This Charge**

The Mortgagor warrants to the Lender that:

- 14.1 The Mortgagor has appropriate power to enter into and perform the terms and conditions of this Charge and has taken all necessary action to authorise the execution delivery and performance of this Charge.
- 14.2 No permit licence approval or authorisation of any government judicial or other authority or other third parties is required or desirable in connection with the execution performance validity or enforceability of this Charge.

**15    Law**

This Charge is governed by English law and the parties submit to the jurisdiction of the English courts.

**16    Execution as a Deed**

This Charge has been executed by the Mortgagor and the Lender as a deed and delivered on the date specified at the head of this deed.

**17    Contracts (Rights of Third Parties) Act 1999**

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

**18    Statutory Agreements**

18.1 The Lender shall enter into any Statutory Agreement within 5 Business Days of request by the Mortgagor as mortgagee provided that:

- (a) the Mortgagor indemnifies the Lender against all reasonable expenses and liabilities incurred by the Lender arising out of any Statutory Agreement; and
- (b) the Lender is not liable for, nor to perform any covenants contained in the Statutory Agreement to the extent they relate to the Property unless and until it takes possession of the Property pursuant to this Charge, the local highway authority or any service undertaker

**19    Land Registry Restriction**

The Mortgagor is to apply forthwith to the Land Registrar on Land Registry Form RX1 to enter a restriction on the Title Numbers in the following Land Registry standard form:

*"No disposition of the registered estate by a 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 ~~(date of this Legal Charge)~~ in favour of Patricia*

*24 September 2019*

*Mary Hoddinott, the First Executors and the Second Executors referred to in the Charges Register"*

**20    Executors**

The First Executors and the Second Executors enter into this legal charge in respect of the Executors' Property their capacity as executors of the estates of James Dean Hoddinott and Peter James Hoddinott and without personal liability.

**EXECUTED as a DEED by**  
**PATRICIA MARY HODDINOTT**  
In her capacity as  
Executor or the estate of  
**James Dean Hoddinott**

in the presence of:

Signature of Witness

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**STEPHANIE MACKAY**  
In her capacity as  
Executor or the estate of  
**James Dean Hoddinott**

in the presence of:

Signature of Witness

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**PATRICIA MARY HODDINOTT**  
In her capacity as  
Executor or the estate of  
**Peter James Hoddinott**

in the presence of:

Signature of Witness

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**STEPHANIE MACKAY**  
In her capacity as  
Executor or the estate of  
**Peter James Hoddinott**

in the presence of:

Signature of Witness

Name:

Address:

Occupation:

**EXECUTED as a DEED by**  
**PATRICIA MARY HODDINOTT**  
**AS Lender**  
in the presence of:

Signature of Witness

Name:

Address:

Occupation:

EXECUTED AS A DEED by  
D. Southall  
as attorneys for  
BLOOR HOMES LIMITED

and A. Noun

in the presence of



Attorney .....

Witness Signature

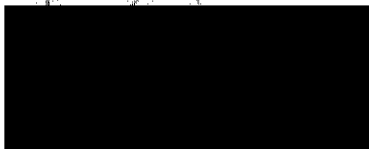
Name

Occupation

Address

A handwritten signature in dark ink, appearing to be 'AH'.

Alicia Haywood  
Trainee Accounts Assistant  
Bloor Homes Limited  
Ashby Road  
Measham  
Swadlincote  
Derbyshire DE12 7JP



Attorney.....

Witness Signature

Name

Occupation

A handwritten signature in dark ink, appearing to be 'AH'.

Alicia Haywood  
Trainee Accounts Assistant  
Bloor Homes Limited  
Ashby Road  
Measham  
Swadlincote  
Derbyshire DE12 7JP