

MR01

Particulars of a charge

878159 / 723



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay' on

TUESDAY



A04

A9JFZLND

08/12/2020


#68

COMPANIES HOUSE

☒ **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 the
instrument. Use form MR01

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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 2 1 7 8 7 8 3
Company name in full TOWER PENSION TRUSTEES LIMITED

870

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 d 2 d 1 m 0 m 2 y 2 y 0 y 1 y 9

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 HSBC UK BANK PLC

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

UNIT 3i, (FORMERLY KNOWN AS UNIT 10) EATON AVENUE.
BUCKSHAW VILLAGE, CHORLEY, PR7 7NA

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 DWF Law LLP X

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

MR01

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 SAMANTHA FRANCIS

Company name DWF LAW LLP

Address 20 FENCHURCH STREET

Post town LONDON

County/Region

Postcode E C 3 M 3 A G

Country ENGLAND

DX 584 LONDON

Telephone +44 20 7645 9568



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

ORDER UNDER s.859F Companies Act 2006 (Covid-19 Version)

**IN THE COUNTY COURT AT CENTRAL LONDON
BUSINESS AND PROPERTY WORK**

CASE NO: 1216/2020



DISTRICT JUDGE REVERE

**IN THE MATTER OF TOWER PENSIONS TRUSTEES LIMITED AND POWER EFFICIENT
SYSTEMS LIMITED**

AND IN THE MATTER OF THE COMPANIES ACT 2006

UPON the application by Claim filed on 6 October 2020 of HSBC UK Bank plc "the Claimant"

And upon a paper determination pursuant to the Protocol for Insolvency and Companies work in Central London dated 24 March 2020 relating to Covid 19

AND UPON reading the evidence

AND UPON the court being satisfied that the omission to deliver to the Registrar of Companies pursuant to section 859A of the Companies Act 2006 (the "Act") the Legal Mortgages hereinafter mentioned together with the prescribed particulars thereof was accidental or due to inadvertence or some other sufficient cause and/or that it is just and equitable to grant relief

IT IS ORDERED THAT:

1. Pursuant to Section **859F** of the Act that the time for registration in the manner required by Section **859A** of the said Act of three Legal Mortgages dated 21 February 2019 and made between Tower Pensions Trustees Limited and Power Efficient Systems Limited of the one part and HSBC UK Bank Plc of the other part of certain land and property known as Unit 3 J (formerly known as Unit 10) Eaton Avenue, Buckshaw Village, Chorley, PR7 7NA to secure repayment of the sum of £350,000.00 and the interest thereon be extended to 21 December 2020.
2. The Claimant do deliver a copy of this Order to the Registrar of Companies. For the avoidance of doubt this order is effective immediately.
3. This Order is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal Mortgages and the date of their actual registration.

Dated: 30 November 2020



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 8783 0870

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2019 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2020.

DX

Given at Companies House, Cardiff on 10th December 2020



I certify that this is a true copy of the original
DWF Law LLP
20 Fenchurch Street
London
EC3M 3AG

Name DWF LAW LLP

Date 23/11/20

HSBC UK Bank plc

LEGAL MORTGAGE

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 the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include amounts owed under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts of each of them on their own, as well as for the debts which each of them owe with any other person.
- 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.

Bank reference: SC9308485962

Third Party Legal Mortgage A2kco

THIS LEGAL MORTGAGE dated the

21

day of February

2019

BETWEEN Mortgagee: Tower Pension Trustees Limited (Company Number 02178783) as trustees for the time being of the St James's Place SIPP for Gary Stephen Vizard and Tower Pension Trustees Limited (Company Number 02178783) as trustees for the time being of the St James's Place SIPP for Eileen Bernadette Vizard and Power Efficient Systems Limited (Company Number 11036532) ("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, P O Box 6304, Coventry, CV3 9JY.

to secure the Debt of Borrower: Power Efficient Systems Limited (Company Number 11036532) ("Borrower", which shall additionally have the meaning set out in paragraph 3 of the Conditions)

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 the 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):

- Unit 31 (formerly known as unit 10) Eaton Avenue, Buckshaw Village, Chalfont St Giles, Bucks HP8 4JF
- (a) the Property; Freehold property known as Unit 10 Eaton Court, Matrix Park, Buckshaw, Leyland, Buckshaw Village, Chalfont St Giles, Bucks HP8 4JF registered at H M Land Registry with title number:
 - (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 the Borrower

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

The Debt ("the Debt") is:

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:
 - (i) overdrafts, personal and other loans or facilities and further advances of money;
 - (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
 - (iii) discount, commission and other lawful charges and expenses;
 - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower 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.
- (b) money agreed to be paid by you under paragraph 26 of the Conditions.
- (c) any amount due under paragraph 35 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 the Borrower and the Bank.

If there is more than one person named as Borrower, this Mortgage will secure the Debt of them together and each of them individually and all or any of them with any other person.

Provided that the amount recoverable by the Bank under the Mortgage shall be limited to the greater of

- (1) the sum equivalent to the value of the share and interest of the Borrower in the Property as at the date of this Mortgage but valued at the date this Mortgage is enforced or redeemed (as the case may be);
- (2) the amount of the net proceeds of sale of the Property attributable to the Borrower's share in the Property

Form of Charge Filed at H M Land Registry under reference MD1637Q

3. **Restriction**

You, and if there is more than one of you, each of you, apply to the HM 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 21 ^{10/04/19} in favour of HSBC UK Bank plc referred to in the Charges Register."

03/4
20

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

Executed as a Deed Tower Pension Trustees Limited by in its capacity as the mortgagor and trustee for the St James's Place SIPP re Gary Stephen Vizard and The St James's Place SIPP re Eileen Bernadette Vizard

Signature

Authorized signatory
~~Director~~

Name in full

SIMON ARTHUR TLEWELL
(Block letters)

Signature

Authorized signatory
~~Director/Secretary~~

Name in full

PAUL ALAN KEELIN
(Block letters)

Signed as a deed by Power Efficient Systems Limited acting by:

Signature K. B. Vizard Director

Name in full
Kileen Vizard
(Block letters)

Signature [Signature] Director/Secretary

Name in full
GARY VIZARD
(Block letters)

OR

Signed as a deed by Power Efficient Systems Limited acting by:

Signature _____ Director

Name in full _____
(Block letters)

In the presence of:

Signature of witness

_____ Witness

Full name of witness _____
(Block letters)

Address:

Occupation