



Registration of a Charge

Company name: **ABBEY LEISURE AMUSEMENT MACHINES LIMITED**

Company number: **02187529**

Received for Electronic Filing: **01/05/2018**



X750HCKA

Details of Charge

Date of creation: **01/05/2018**

Charge code: **0218 7529 0002**

Persons entitled: **TERESA WINIFRED WRIGHT
BERNADETTE MARY ROBINSON
DEREK GORDON WRIGHT
STEPHEN ROBINSON**

Brief description: **29-31 CAMBRIDGE WALK, PRESTON, PR1 7SL AND LAND ADJOINING 29
CAMBRIDGE WALK, PRESTON, PR1 7SL AS REGISTERED AT THE LAND
REGISTRY WITHIN TITLE NUMBERS LA643125 AND LA558233**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LESLEY JANE LOCKWOOD



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2187529

Charge code: 0218 7529 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2018 and created by ABBEY LEISURE AMUSEMENT MACHINES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2018 .

Given at Companies House, Cardiff on 3rd May 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

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: LA643125 and LA558233
2	Property: 29-31 Cambridge Walk, Preston, PR1 7SL and land adjoining 29 Cambridge Walk, Preston, PR1 7SL
3	Date: 1st MAY 2018
4	Borrower: Abbey Leisure Amusement Machines Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02187529 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Teresa Winifred Wright, Bernadette Mary Robinson, Derek Gordon Wright and Stephen Robinson <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6 Lender's intended address(es) for service for entry in the register:

East View Farm, Vicarage Lane, Newton, Preston, PR4 3RX

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☐ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 15 May 2018 in favour of Teresa Winifred Wright, Bernadette Mary Robinson, Derek Gordon Wright and Stephen Robinson referred to in the charges register or their conveyancer.

9 Additional provisions

1 In this Deed the following expressions have the following meanings:

1.1 'the Borrower' means Abbey Leisure Amusement Machines Limited (Co. Reg. No. 02187529);

1.2 'the Debt' shall mean the sum of £120,000.00;

1.3 'Insolvency Event' in relation to the Borrower means each of the following:

(a) a meeting is convened for the purpose of considering a resolution to wind up the Borrower;

(b) such a resolution as is mentioned in paragraph (a) is passed;

(c) a meeting of the directors or members of the Borrower is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;

(d) such a resolution as is mentioned in paragraph (c) is passed;

(e) a petition for a winding up or an application for an administration order is made by the Borrower or its directors or members or is presented against the Borrower;

(f) such an order as is mentioned in paragraph (e) is made;

(g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Borrower or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Borrower becomes subject to, any voluntary arrangement;

(h) a receiver (administrative or otherwise) is appointed over all or part of the Borrower's assets;

(i) the Borrower takes part in any action (including entering

negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Borrower's indebtedness;
(j) the Borrower proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Borrower's creditors;
(k) the Borrower suspends or threatens to suspend making payments to all or some of the Borrower's creditors;
(l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing; or
(m) the Lender has reasonable grounds for believing that any of the foregoing is imminent;

1.4 'Interest' means an additional sum payable on the Debt at the Interest Rate;;

1.5 'Interest Rate' means 3% per annum on the outstanding balance of the Debt;

1.6 'the Lender' means Teresa Winifred Wright, Bernadette Mary Robinson, Derek Gordon Wright and Stephen Robinson;

1.7 'the Month Payment Sum' means the sum of £1150.00 to be paid by the Borrower to the Lender on the Payment Date;

1.8 'the Payment Date' means the first working day of each month of the term of this loan, commencing on the date hereof to the Redemption Date;

1.9 'the Property' means 29-31 Cambridge Walk, Preston, PR1 7SL and land adjoining 29 Cambridge Walk, Preston, PR1 7SL as registered at the Land Registry within title numbers LA643125 and LA558233

1.10 'the Redemption Date' shall be the first of the dates below mentioned:

1.10.1 an Insolvency Event

1.10.2 the 10th anniversary of the date of this deed

1.10.3 any disposition of a legal or equitable estate or interest in the Property

1.11 words importing one gender shall be construed as importing any other gender

1.12 words importing the singular shall be construed as importing the plural and vice versa

1.13 where any party comprises more than one person the obligations and liabilities of those persons

1.14 any reference to a clause or a paragraph or a schedule is to one in this Legal Charge so numbered

2. The Borrower covenants with the Lender:

2.1 to promptly pay to the Lender the Debt by the Monthly Payments on the Payment Date

2.2 to redeem the Debt in full by the Repayment Date.

3. The Mortgagor charges by way of legal mortgage with full title guarantee the Property with full payment to the Lender of the Debt, and other money hereby covenanted to be paid by the Borrower

4. The Borrower further covenants with the Lender that the Borrower:

4.1 shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed;

4.2 shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments;

4.3 must permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same;

4.4 must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Borrower;

4.5 must insure such of the Property as is of an insurable nature and keep them insured, with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender, and if so required must deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under it;

4.6 must ensure that all money payable under any insurance in respect of loss or damage to the Property are applied in making good the loss or damage in respect of which the money is received;

4.7 must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time;

4.8 must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security;

4.9 must not sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it;

4.10 must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it;

4.11 will not during the continuance of this security without the consent in writing of the Lender register or cause to be registered under the Land Registration Act 2002 or any amendment thereto for the time being in force any person or persons as proprietor of the Property;

4.12 will not without the written consent of the Lender grant or agree to grant any lease or tenancy of the Property or any part

thereof;

4.13 forthwith will produce to the Lender any order direction requisition permission notice or other matter whatsoever affecting or likely to affect the Property and served upon the Borrower and allow the Lender to make a copy thereof;

4.14 will not borrow any further money on the security of the Property

5. IT IS AGREED AND DECLARED as follows:

5.1 The statutory power of sale shall be applicable hereto with the extension following namely that the same shall become exercisable immediately by the Lender without notice to the Borrower;

5.1.1 if an Insolvency Event occurs;

5.1.2 if a Receiver of the Property or any part thereof is appointed;

5.1.3 if any step is taken or proceedings instituted by way of sale or otherwise for the purpose of enforcing any security.


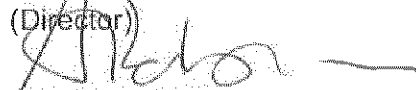
6. The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one months from the date hereof

7. Each of the provisions of this Legal Charge are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a Deed by **Abbey Leisure Amusement Machines Limited**, acting by two directors:


(Director)

(Director)

Signed as a Deed by
Bernadette Mary Robinson: 

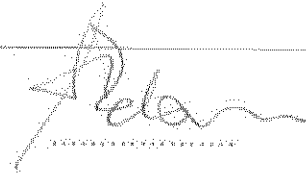
In the presence of :

Witness signature: 

Witness name: MR ROBERT TRAVERS


Witness address: 15 EGERTON ROAD
PRESTON
PR2 1AJ

Signed as a Deed by
Stephen Robinson:



In the presence of :

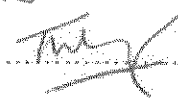
Witness signature:



Witness name: **TRACY HODGKINSON**

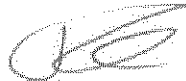
Witness address: **11 EGBERTON ROAD
ASHTON
PEZ 1AS**

Signed as a Deed by
Teresa Winifred Wright:



In the presence of :

Witness signature:



Witness name:

Dr Tamsin Cope

Witness address:

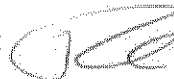
7A Rippenden Rd Denbigh

Signed as a Deed by
Derek Gordon Wright:



In the presence of :

Witness signature:



Witness name:

Dr Tamsin Cope

Witness address:

7A Rippenden Rd Denbigh

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.