



**Registration of a Charge**

Company Name: **WORKSECOND LIMITED**

Company Number: **02815352**



XC0V23GJ

Received for filing in Electronic Format on the: **06/04/2023**

**Details of Charge**

Date of creation: **03/04/2023**

Charge code: **0281 5352 0018**

Persons entitled: **MONMOUTHSHIRE BUILDING SOCIETY**

Brief description: **THE MORTGAGOR WITH FULL TITLE GUARANTEE HEREBY CHARGES THE MORTGAGED PROPERTY, BEING THE FREEHOLD PROPERTY BEING PART OF BRANSTON COURT, BRANSTON STREET, HOCKLEY, BIRMINGHAM (B18 6BA) BEING 21 APARTMENTS AND COMMON AREAS AT BRANSTON COURT REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WM903616 AND SHOWN EDGED RED ON PLAN 1 ATTACHED TO THE LEGAL CHARGE AND THE FREEHOLD PROPERTY BEING ROMAN HOUSE, 69 GREAT HAMPTON STREET, BIRMINGHAM B18 6EW REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WM679211 AND SHOWN EDGED RED ON PLAN 2 ATTACHED TO THE LEGAL CHARGE, BY WAY OF LEGAL MORTGAGE AS A CONTINUING SECURITY TO THE SOCIETY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES. PLEASE SEE THE CHARGE DOCUMENT FOR FULL DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**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: **ANDREW ROBERTS**



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

Company number: 2815352

Charge code: 0281 5352 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2023 and created by WORKSECOND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2023 .

Given at Companies House, Cardiff on 13th April 2023

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**

**LEGAL CHARGE (DIRECT)**

THIS LEGAL CHARGE is dated

3<sup>rd</sup> April

2023

and made BETWEEN:

- (1) **WORKSECOND LIMITED** (registered in England and Wales with number: 02815352) whose registered office is at 382 Aston Lane, Witton, Birmingham, B6 6QN (the "Mortgagor").
- (2) **MONMOUTHSHIRE BUILDING SOCIETY** whose head office is at John Frost Square, Newport NP20 1PX (the "Society").

NOW THIS DEED WITNESSES as follows:

**1. INTERPRETATION**

- 1.1 In this Legal Charge the following expressions shall have the following meanings:

"Mortgaged Property" shall mean the property specified in the Schedule together with all buildings and fixtures from time to time on such property and the expression shall also include, where appropriate, the property and assets referred to in sub-clauses 3.2 and 3.3.

"Secured Liabilities" shall mean all moneys obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Society whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style on any account or in any manner whatsoever.

**2. COVENANT TO PAY**

- 2.1 The Mortgagor covenants with the Society that the Mortgagor will pay and discharge the Secured Liabilities on the due date(s) or, if no date has been agreed or specified, immediately on demand by the Society.
- 2.2 The Mortgagor further covenants with the Society that it will pay interest (as well after as before any demand or judgment) on the Secured Liabilities at the rate

applicable to such liabilities or, in the absence of any such agreed rate, at the rate of two (2) % per annum above the Society's Commercial Lending Base Rate, such interest to be compounded in accordance with the Society's usual practice in the event of it not being duly and punctually paid.

### **3. SECURITY**

- 3.1 The Mortgagor with full title guarantee hereby charges the Mortgaged Property by way of legal mortgage as a continuing security to the Society for the payment and discharge of the Secured Liabilities.
- 3.2 The Mortgagor also charges by way of fixed equitable charge in favour of the Society the goodwill of any business now or from time to time carried on at or from the Mortgaged Property or any part thereof by the Mortgagor as security for the discharge of the Secured Liabilities.
- 3.3 If the Mortgagor is a company the Mortgagor also charges by way of floating charge in favour of the Society all movable plant machinery implements utensils furniture and equipment and other chattel assets now or from time to time placed on or about the Mortgaged Property by the Mortgagor as security for the payment and the discharge of the Secured Liabilities.
- 3.4 The Mortgagor will deposit with the Society and the Society will be entitled to retain during the subsistence of the security constituted by this Legal Charge all deeds and other documents constituting or evidencing the title to the Mortgaged Property or any part thereof.
- 3.5 The Mortgagor shall at any time upon the written request of the Society execute in favour of the Society and at the cost of the Mortgagor all such deeds or other documents as the Society shall require for more perfectly assuring the Mortgaged Property or any part thereof in favour of the Society.

### **4. PROHIBITION OF OTHER MORTGAGES AND CHARGES**

- 4.1 The Mortgagor undertakes to the Society that at no time during the subsistence of the security constituted by this Legal Charge will the Mortgagor, otherwise than:-
  - 4.1.1 in favour of the Society; or
  - 4.1.2 with the prior written consent of the Society and in accordance with and subject to any conditions which the Society may attach to such consent.

create, grant, extend or permit to subsist any mortgage, debenture, charge or any other security interest on or over the Mortgaged Property or any part thereof. This prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to this Legal Charge but also to any mortgages, securities or charges which rank or purport to rank *pari passu* with or subsequent to this Legal Charge.

## **5. INSURANCE**

### **5.1 The Mortgagor shall:-**

5.1.1 cause all buildings and fixtures forming part of the Mortgaged Property to be insured and to be kept insured (and all policies and other contracts of insurance are hereby charged by way of fixed charge in favour of the Society) in an insurance office or with an underwriter approved by the Society against loss or damage by fire, and all such other risks as the Society shall stipulate, to the full reinstatement value thereof with the interest of the Society noted by endorsement on the policy/ies of insurance relating thereto, or, if the Society shall so direct, in the joint names of the Mortgagor and the Society;

5.1.2 duly and punctually pay all premiums and other monies payable under all such insurances as aforesaid and promptly upon request by the Society produce to the Society receipts therefor or other evidence of the payment thereof; and

5.1.3 (if so required by the Society) deposit all policies and other contracts of insurance relating to the Mortgaged Property or any part thereof with the Society or produce the same to the Society for inspection.

5.2 If default shall be made by the Mortgagor in complying with sub-clause 5.1 the Society shall be entitled (but not bound) to effect or renew any such insurance as is mentioned in that sub-clause either in its own name or in its name and that of the Mortgagor jointly or in the name of the Mortgagor with an endorsement of the Society's interest. The monies expended by the Society on so effecting or renewing such insurance shall be reimbursed by the Mortgagor to the Society on demand and until so reimbursed shall carry interest as specified in clause 2.2 above from the date of payment to the date of such reimbursement and the Society shall be entitled (but not bound) to debit any account in the name of the Mortgagor with any such amounts.

- 5.3 All claims and monies received or receivable under any such insurance as aforesaid shall be held by the Mortgagor in trust for the Society and shall be applied by the Mortgagor in repaying or reducing the Secured Liabilities or, if the Society shall so require, in repairing, replacing, restoring or rebuilding the property damaged or destroyed.
- 5.4 The Mortgagor undertakes to the Society that the Mortgagor shall notify the Society immediately in the event of any claims in respect of such insurances being disputed by such insurance office or underwriter and shall at the request of the Society take such proceedings as may be necessary to enforce such claim provided that, if the Mortgagor fails to take or pursue proceedings as requested by the Society, the Mortgagor hereby irrevocably appoints the Society as its attorney (pursuant to but without limit to the provisions of clause 12 hereof) for the purpose of commencing, continuing or settling proceedings in the Mortgagor's name or otherwise on the Mortgagor's behalf at the cost of the Mortgagor and to do all deeds, acts and things which the Society may at its absolute discretion think fit.

**6. PROHIBITION ON DEALINGS, GRANT OF LEASES ETC**

- 6.1 The Mortgagor undertakes to the Society that at no time during the period this Legal Charge is in force will the Mortgagor, except with the prior written consent of the Society and in accordance with any conditions that may be attached to such consent:-
- 6.1.1 execute or agree to execute any conveyance or assignment or transfer of the Mortgaged Property or any part thereof; or
- 6.1.2 exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or accept or agree to surrender of any lease or tenancy thereof; or
- 6.1.3 allow any person any licence or other right to occupy or share possession of the Mortgaged Property or any part thereof; or
- 6.1.4 give any consent, licence or agreement, whether expressly or by conduct, to any assignment of any lease or tenancy of the Mortgaged Property or to any sub-letting under any such lease or tenancy or to the assignment of any sub-lease or sub-tenancy of the Mortgaged Property or any part thereof.

- 6.2 None of the prohibitions specified in sub-clause 6.1 shall be construed as limiting any powers exercisable by any Receiver appointed by the Society hereunder and being an agent of the Mortgagor.

## **7. REPAIR**

- 7.1 The Mortgagor undertakes to the Society that the Mortgagor will at all times during the period that this Legal Charge is in force:-

7.1.1 Repair and keep in repair all buildings and fixtures at any time forming part of the Mortgaged Property and not at any time (except in the ordinary course of repair, maintenance or improvement) demolish, pull down, remove or dismantle any of the foregoing without the prior written consent of the Society:

7.1.1.1 permit the Society and its agents to enter the Mortgaged Property or any part thereof at any time upon reasonable notice to view and survey the condition of the Mortgaged Property;

7.1.1.2 immediately after being required to do so by the Society make good any want of repair in the Mortgaged Property;

- 7.2 At any time the Mortgagor shall fail to perform any of the undertakings contained in clause 7.1 the Society shall be entitled (but not bound) to enter the Mortgaged Property or any part thereof with agents, architects, contractors, workmen and others to execute such works and to do such things that may in the opinion of the Society be required to remedy such failure and take such other steps on or in relation to the Mortgaged Property or any part thereof that may in the opinion of the Society be required to remedy such failure. The costs of such works and actions shall be reimbursed by the Mortgagor to the Society on demand and until so reimbursed shall carry interest as specified in clause 2.2 from the date of payment to the date of reimbursement. No exercise by the Society of its powers under this clause shall render the Society liable to account as a Mortgagee in possession.

## **8. COVENANTS**

- 8.1 The Mortgagor undertakes to the Society that the Mortgagor will or will cause the tenant under any lease where appropriate at all times during the period that this legal charge is in force:-

8.1.1 to perform other covenants as contained in any lease or agreement for a lease under which the whole or any part of the Mortgaged Property shall be



held and, without prejudice to the generality of the foregoing, take no steps whatsoever whereby any such lease shall be forfeited or the agreement may be terminated or the rent payable thereunder may be increased or omit to doing anything that such omission may result in any such forfeiture, termination or increase in rent.

- 8.1.2 observe and perform all restrictions and other covenants and stipulations for the time being affecting the Mortgaged Property or any part thereof or the use or enjoyment or any part thereof.
- 8.1.3 comply with all requirements of planning legislation and all building and other regulations and bye-laws so far in each case as the same affect any land or buildings forming part of the Mortgaged Property or the user thereof.
- 8.1.4 pay when due all rents, rates, charges, taxes, duties, assessments and other outgoings whatsoever charged, assessed, levied or imposed upon the Mortgaged Property or the owner or occupier thereof and shall indemnify and keep indemnified the Society and any Receiver appointed by it against all such payments and if any such sums shall be paid by the Society or any such Receiver the same shall be repaid by the Mortgagor on demand with interest from the date of the demand to the date of payment.
- 8.1.5 comply with all relevant environmental, health and safety and similar laws, regulations and directives and ensure that the Mortgaged Property is free from contamination.

## **9. THE SOCIETY'S POWERS OF SALE AND LEASING**

- 9.1 Section 103 of the Law of Property Act 1925 shall not restrict the exercise by the Society of the statutory power of sale conferred on it by section 101 of such Act, which power shall arise on the execution hereof and may be exercised by the Society at any time in relation to any part of the Mortgaged Property after the Society shall have demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities, and the provisions of the said Act relating to and regulating the exercise of the said power of sale shall, so far as they relate to the security constituted by this Legal Charge, be varied or extended accordingly.
- 9.2 The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 shall be exercisable by the Society at any time

after the Society shall have demanded the payment or discharge by the Mortgagor of all or any of the Secured Liabilities and, whether or not the Society shall then be in possession of that part of the Mortgaged Property proposed to be leased, so as to authorise the Society to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Society may make and generally without the necessity for the Society to comply with any restrictions imposed by, or any other provisions of, the said sections 99 and 100. The Society may delegate such powers to any person, but no such delegation shall preclude the subsequent exercise of any such powers by the Society itself or a subsequent delegation by the Society to any other person, and any such delegation may be revoked by the Society at any time.

**10. CONSOLIDATION OF SECURITIES**

- 10.1 Sub-section (1) of section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

**11. RECEIVER**

- 11.1 At any time after having been requested so to do by the Mortgagor, or after having made demand for the payment or other discharge of any of the Secured Liabilities, or after any breach by the Mortgagor of any provision hereof or of any contract or agreement giving rise to any of the Secured Liabilities, the Society may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Mortgaged Property and/or of the income thereof. The Society may:-

11.1.1 remove any Receiver previously appointed hereunder; and

11.1.2 appoint another person or persons as Receiver or Receivers, either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed.

If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receiver of the same part or parts of the Mortgaged Property and/or the income thereof, each one of such persons shall be entitled (unless the contrary shall be stated in the deed(s) or other instruments appointing them) to exercise all the powers and discretions hereby or by statute conferred on Receivers individually and to the exclusion of the other or others of them.

- 11.2 Every such appointment or removal of a Receiver, and every delegation, appointment or revocation by the Society in the exercise of any right to delegate its powers or to

revoke any such delegation herein contained, shall be made either by deed or by instrument in writing under the hand of any officer of the Society or any person authorised in writing in that behalf by any officer of the Society.

- 11.3 Every Receiver for the time being holding office by virtue of such an appointment shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any bankruptcy, winding-up or dissolution of the Mortgagor) have in relation to the assets and/or income in respect of which he is appointed power in the name and on behalf and at the cost of the Mortgagor to do or omit to do anything which the Mortgagor himself could do or have done as an absolute owner and irrespective of any such bankruptcy, winding-up or dissolution and, without prejudice to the generality of the foregoing:-

11.3.1 all the powers conferred by the Law of Property Act 1925 (as varied and extended by this Legal Charge) on mortgagors but without the restrictions hereby imposed on the Mortgagor;

11.3.2 (with the consent of the Society) all the powers conferred by the Law of Property Act 1925 on mortgagees in possession as such powers are hereby varied and extended and applicable to the Society in accordance with the provisions hereof; and

11.3.3 all the powers conferred by the Law of Property Act 1925 on receivers.

- 11.4 In addition and without prejudice to the generality of the foregoing every such Receiver shall (notwithstanding any bankruptcy, winding-up or dissolution of the Mortgagor) have power to do all the following things, namely:-

11.4.1 to take possession of, collect and get in the assets and/or income in respect of which he was appointed;

11.4.2 to carry on any business;

11.4.3 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land on or forming part of any property in respect of which he was appointed, including without limitation the power to complete or undertake or concur in the completion or undertaking, with or without modification, of any project in which the Mortgagor was concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

- 11.4.4 to sell, or concur in selling, leasing or otherwise disposing of the whole or any part of any assets in respect of which he was appointed without the need to observe the restriction imposed by section 103 of the Law of Property Act 1925 or any of the restrictions or other provisions of section 99 of the said Act;
- 11.4.5 to carry any sale, lease or other disposal of any land or buildings and other property and assets in each case in respect of which he was appointed into effect by conveying, transferring, assigning or leasing in the name of the Mortgagor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Mortgagor;
- 11.4.6 to take any such proceedings as he shall think fit in respect of any assets and/or income in respect of which he was appointed in the name of the Mortgagor or otherwise, including proceedings for rent or other monies in arrears at the date of his appointment and proceedings for the enforcement of any insurance claims;
- 11.4.7 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 11.4.8 to insure any such assets as he shall think fit or as the Society shall direct and renew any insurances;
- 11.4.9 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firm;
- 11.4.10 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended tenancy;
- 11.4.11 to raise or borrow money from the Society or any other person to rank for payment in priority to the security constituted by this Legal Charge and with or without a mortgage or charge on the assets and/or income in respect of which he was appointed or any part thereof;
- 11.4.12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security hereby constituted.

- 11.5 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and defaults and for the payment of his remuneration.
- 11.6 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Society (or, failing such agreement, to be fixed by the Society) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925.
- 11.7 At any time after having made demand for the payment or discharge of any of the Secured Liabilities the Society itself shall be entitled to exercise the same power as those conferred on any Receiver appointed hereunder by this Clause 11.

## **12. POWER OF ATTORNEY**

- 12.1 The Mortgagor hereby irrevocably appoints the following, namely:-

12.1.1 the Society,

12.1.2 each and every person to whom the Society shall from time to time have delegated the exercise of the power of attorney conferred by this Clause, and

12.1.3 any Receiver appointed hereunder and for the time being holding office as such,

jointly and also severally to be the attorney or attorneys of the Mortgagor and in the Mortgagor's name and otherwise on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Society or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Mortgagor by or pursuant to this Legal Charge for conveying or transferring any legal or other estate or interest in land and carrying any sale, lease or other dealing by the Society or such Receiver into effect, for getting in the Mortgaged Property or any part thereof and generally for enabling the Society and the Receiver to exercise the respective powers conferred on them by this Legal Charge or by law. The Society shall have full power to delegate the power conferred on it by this Clause, but no such delegation by the Society to any person shall preclude the subsequent exercise of such

power by the Society itself or any subsequent delegation thereof by the Society to any other person, and the Society may revoke any such delegation at any time.

- 12.2 The Mortgagor shall ratify and confirm all transactions entered into by the Society or such delegate of the Society or such Receiver in the exercise or purported exercise of the Society's or such Receiver's respective powers and all transactions entered into, documents executed and things done by the Society or such delegate or such Receiver by virtue of the power of attorney given by sub-clause 12.1.

### **13. PROTECTION OF PURCHASERS**

- 13.1 No purchaser or other person dealing with the Society or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Society or such Receiver to exercise any of its or his powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Society shall have lapsed for any reason or been revoked.

### **14. EFFECTIVENESS OF SECURITY**

- 14.1 This Legal Charge shall be in addition to and shall be independent of every other security which the Society may at any time hold for any of the Secured Liabilities. No prior security held by the Society over the whole or any part of the Mortgaged Property shall merge in the security hereby constituted.
- 14.2 This Legal Charge shall remain in full force and effect as a continuing security until discharge by the Society.
- 14.3 Nothing contained in this Legal Charge is intended to, or shall operate so as to, prejudice or affect any bill, note, guarantee, mortgage, pledge, charge or other security of any kind whatsoever which the Society may have for the Secured Liabilities or any of them or any right, remedy or privilege of the Society thereunder.

### **15. REMEDIES, TIME OR INDULGENCE**

- 15.1 The rights, powers and remedies provided by this Legal Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers and remedies provided by law.
- 15.2 No failure on the part of the Society to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Legal Charge or by law (collectively "the Society's Rights") shall operate as a waiver thereof, nor shall any

single or partial waiver of any of the Society's Rights preclude any further or other exercise of any other of the Society's Rights.

- 15.3 The Society may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person(s) not (a) party/ies hereto (irrespective of whether such person(s) is/are jointly liable with the Mortgagor) in respect of the Secured Liabilities or in any way affecting or concerning them or any of them or in respect of any security for the Secured Liabilities or any of them, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the Society's Rights or the exercise of the same, or any indebtedness or other liability of the Mortgagor to the Society.

## 16. ACCOUNTS

- 16.1 If the Society shall at any time receive notice of any subsequent mortgage, assignment, charge or other interest affecting the whole or any part of the Mortgaged Property the Society shall be entitled to open a new account or accounts for the Mortgagor in its books and if the Society does not in fact do so then (unless the Society gives express written notification to the Mortgagor that it has not done so) as from the time when the Society received such notice all payments made by the Mortgagor to the Society shall (in the absence of any express appropriation to the contrary by the Mortgagor) be treated as having been credited to such new account of the Mortgagor and not as having been applied in reduction of the Secured Liabilities outstanding at the time of receipt of such notice by the Society.
- 16.2 All monies received, recovered or realised by the Society under or pursuant to this Legal Charge may be credited, at the discretion of the Society to any suspense or impersonal account and may be held in such account for so long as the Society shall think fit (with interest accruing thereon at such rate as the Society shall consider fit) pending their application at such time or times as the Society may decide in the discharge of the Secured Liabilities or any of them.
- 16.3 In the event of the Society having more than one account for the Mortgagor in its books, it may at any time after having made demand hereunder or received notice as mentioned in sub-clause 16.1 of this Clause, and without notice to the Mortgagor, transfer all or any part of any balance standing to the credit of any such account to the credit of any other such account which is in debit.

## **17. COSTS, CHARGES AND EXPENSES**

- 17.1 All costs, charges and expenses of the Society incurred in the exercise of any of the Society's Rights, or in connection with the execution of or otherwise in relation to this Legal Charge or in connection with the perfection or enforcement of the security hereby constituted or any other security held by the Society for the Secured Liabilities or any guarantee to the Society in respect thereof shall be reimbursed to the Society by the Mortgagor on demand on a full indemnity basis together with interest as specified in clause 2.2 from the date of the same having been incurred to the date of payment.
- 17.2 Without prejudice to the generality of sub-clause 17.1 of this Clause, the Mortgagor hereby undertakes to indemnify and keep indemnified the Society (and by way of a separate undertaking, any Receiver appointed by the Society hereunder) against all existing and future rents, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of wholly novel character) now or at any time hereafter repayable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof together with interest from the date of the same having been incurred to the date of payment.
- 17.3 The Mortgagor hereby indemnifies and shall keep indemnified the Society and any Receiver appointed hereunder against all liabilities, losses, claims, proceedings, costs, damages or expenses suffered or incurred by or brought against the Society or any Receiver as a result of any failure by the Mortgagor to comply with any environmental, health and safety and similar laws regulations and directives or as a result of the Society or any Receiver becoming the owner, user or occupier of land which is contaminated whether the same was contaminated by the Mortgagor or by a previous owner or occupier.

## **18. NOTICES**

- 18.1 Any demand or notice under this Charge shall be in writing signed by any manager or officer of the Society and may be served personally on any director or the secretary of the Mortgagor may be sent by post or may be delivered to the registered office of the Mortgagor or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered.



- 18.2 If the Mortgagor shall be two or more persons any demand or notice served on one of them (or deemed to have been so served) shall be regarded as effectively served on the other or others of them.

**19. LAW AND JURISDICTION**

- 19.1 This Legal Charge shall be governed by and construed in accordance with the laws of England and Wales, and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the English and Welsh courts.

**20. DEALINGS WITH PRIOR MORTGAGEES**

- 20.1 Any sale by the Society or a Receiver appointed hereunder may be made either subject to or discharged from any prior mortgage or other security and the Society or such Receiver may settle and pay the account of any person in whom the prior mortgage or other security may for the time being be vested. Any account so settled and passed shall as between the Society (or, as the case may be, the Receiver) on the one hand and the Mortgagor on the other hand be deemed to be properly settled and passed and shall be binding on the Mortgagor accordingly.
- 20.2 If any person or persons entitled to the benefit of any prior mortgage or other security ranking in point of security in priority to this Legal Charge shall call in the monies thereby secured or shall take any step to enforce the same, the Society may thereupon, by agreement or in exercise of its statutory power, either redeem such mortgage or other security or make payment of such monies and take a transfer for the benefit thereof, and the money so expended by the Society shall (but only if the Society shall so elect in a case where the Society has taken such transfer) be secured hereby as and be deemed part of the Secured Liabilities and shall bear interest. The costs of and incidental to any such transaction incurred by the Society shall be reimbursed by the Mortgagor to the Society on demand.

**21. PROVISIONS SEVERABLE**

- 21.1 Each of the provisions contained in this Legal Charge shall be severable and distinct from one another and if at any time any one or more such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected, prejudiced or impaired thereby.

**22. ASSIGNMENT**

- 22.1 The Society shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the expression “the Society” wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Society, who shall be entitled to enforce and proceed upon this Legal Charge in the same manner as if named herein. The Society shall be entitled to pass any information concerning the Mortgagor to any such assignee or other successor or any participant or proposed assignee, successor or participant.

**23. JOINT & SEVERAL OBLIGATIONS**

- 23.1 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 the obligations of the Mortgagor shall be joint and several.

**24. REGISTERED LAND**

- 24.1 The Mortgagor applies to the Registrar for a restriction in the following terms to be entered on the register of the Mortgagor’s title to the Mortgaged Property:

“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 2023 in favour of Monmouthshire Building Society referred to the charges register”.

**25. DEED OF EASEMENT**

- 25.1 For the purposes of this clause 25

“Property 1” shall mean freehold property being part of Branston Court, Branston Street, Hockley, Birmingham (B18 6BA) being 21 apartments and common areas at Branston Court registered at the Land Registry under title number WM903616 and shown edged red on Plan 1 attached; and

“Property 2” shall mean freehold property being Roman House, 69 Great Hampton Street, Birmingham B18 6EW registered at the Land Registry under title number WM679211 and shown edged red on Plan 2 attached the Mortgage dated 2023 between (1) Monmouthshire Building Society and (2) Vyse Developments Limited

“Property 3” shall mean Freehold property at 67-70 Vyse Street, Hockley, Birmingham B18 6EX registered at the Land Registry under title number WM903642 and shown edged red on Plan 1 attached to the Mortgage dated 2023 between (1)

Monmouthshire Building Society and (2) Vyse Developments Limited of which the Mortgagor is the registered proprietor and

“Property 4” shall mean Leasehold Premises at the back of 66-68 Great Hampton Street, Hockley registered at the Land Registry under title number WM843161 and shown edged red on Plan 2 attached to the Mortgage dated 2023 between (1) Monmouthshire Building Society and (2) Vyse Developments Limited of which the Mortgagor is the registered proprietor

- 25.2 If the Secured Liabilities become due and the Society seeks to exercise its rights under this Mortgage whether by exercising its power of sale thereunder and/or appointing a receiver (or otherwise) with the intention that Property 1 and or Property 2 or any part thereof shall be in separate legal ownership or control then the Society and the Mortgagor (or their nominee) shall enter into deed of easement in substantially the form attached at Appendix 1 (“Deed of Easement”) with such amendments as the Mortgagor shall reasonably require to ensure that Property 1 and or Property 2 benefit from all such appropriate and necessary rights for the reasonable use and enjoyment of the same to enable them to operate as independent units, simultaneously with or immediately after the disposal of Property 1 and or Property 2 or any part thereof consequent upon enforcement of this charge. Following enforcement of this Mortgage and pending any disposal of Property 1 and or Property 2 taking place, the parties shall (until such time as the charge is released and all debt discharged) act as though the Deed of Easement had already been completed.
- 25.3 If the Secured Liabilities as defined under a Mortgage dated 2023 between (1) Monmouthshire Building Society and (2) Vyse Developments Limited in respect of Property 3 and Property 4 become due and the Society seeks to exercise its rights under that Mortgage become due whether by exercising its power of sale thereunder and/or appointing a receiver (or otherwise) with the intention that Property 3 and or Property 4 or any part thereof shall be in separate legal ownership or control then the Society and the Mortgagor (or their nominee) shall enter into deed of easement in substantially the form attached at Appendix 1 (“Deed of Easement”) with such amendments as the Mortgagor shall reasonably require to ensure that Property 3 and or Property 4 benefit from all such appropriate and necessary rights over Property 1 and or Property 2 for the reasonable use and enjoyment of the same to enable them to operate as independent units, simultaneously with or immediately after the disposal of Property 3 and or Property 4 or any part thereof consequent upon enforcement of this charge. Following enforcement of that Mortgage and pending any disposal of Property 3 and or Property 4 taking place, the parties shall (until such time as the

charge is released and all debt discharged) act as though the Deed of Easement had already been completed.

- 25.4 The Society and the Mortgagor shall each pay their own legal costs in connection with the completion of the Deed of Easement and for the avoidance of doubt the Mortgagor will not be entitled to require the Society and/or any third party to pay any other consideration for the grant of the Deed of Easement and the Society shall not be entitled to require the Mortgagor or any third party to pay any other consideration for the grant of the Deed of Easement.
- 25.5 For the avoidance of doubt the Society may assign the rights granted to it in this clause 25 to a party with an interest in Property 1 and or Property 2 and or Property 3 and or Property 4 and the assignee may exercise those rights as though it were that party. Before entering into any such assignment, the Society must procure that the assignee enters into a deed of covenant with the Mortgagor to observe and perform the outstanding obligations and conditions on the part of the Society in this clause 25.
- 25.6 Neither the Mortgagor nor the registered proprietor of any security shall at any time complete a disposal of Property 1 and or Property 2 or any part thereof unless the disponee has first entered into a deed of covenant with the Society to observe and perform the outstanding obligations and conditions set out in this clause 25.
- 25.7 The Mortgagor shall within 10 Working Days from the date of this charge apply to the Chief Land Registrar to register the entry of the following restriction against the registers of title to Property 1 and or Property 2 (or as close to this wording as the Land Registry shall permit):

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 25 of a mortgage dated

2023 and made between (1) [ ] and (2)  
[ ] have been complied with or do not apply”

**26. CONSENT TO GRANT OF EASEMENTS TO BENEFIT MORTGAGORS ADJOINING LAND**

- 26.1 The Society confirms that in the event the Mortgagor wishes to dispose of its adjoining property shown labelled “3A” and “3C” on Plan 2 attached to this deed it will upon receipt of a written request from the Mortgagor not unreasonably withhold

or delay issuing a consent letter to the Mortgagor granting such easements and rights over the common areas at Branston Court registered at the Land Registry under title number WM903616 as are reasonably required by the purchaser or tenant of 3A and or 3C (or relevant part thereof) and the Society shall issue such other documents required by the Land Registry to enable registration of such easements subject to the Mortgagor paying the reasonable and proper costs of the Society in connection with the issue of consent and any other documents required under this clause in order to give effect to the same.

- 26.2 The Society confirms that in the event it is mortgagee in possession of Property 1 and or Property 2 in the event the Mortgagor wishes to dispose of its adjoining property shown labelled "3A" and "3C" on Plan 2 attached to this deed it will upon receipt of a written request from the Mortgagor enter into a deed of easement granting such easements and rights over the common areas at Branston Court registered at the Land Registry under title number WM903616 as are reasonably required by the purchaser or tenant of 3A and or 3C (or relevant part thereof) and the Society shall issue such other documents required by the Land Registry to enable registration of the deed of easement subject to the Mortgagor paying the reasonable and proper costs of the Society in connection with the deed of easement and any documentation required under this clause in order to give effect to the same.

**IN WITNESS** hereof this Legal Charge has been executed as a Deed on the date stated above.

**SCHEDULE 1**

**Title Number:**

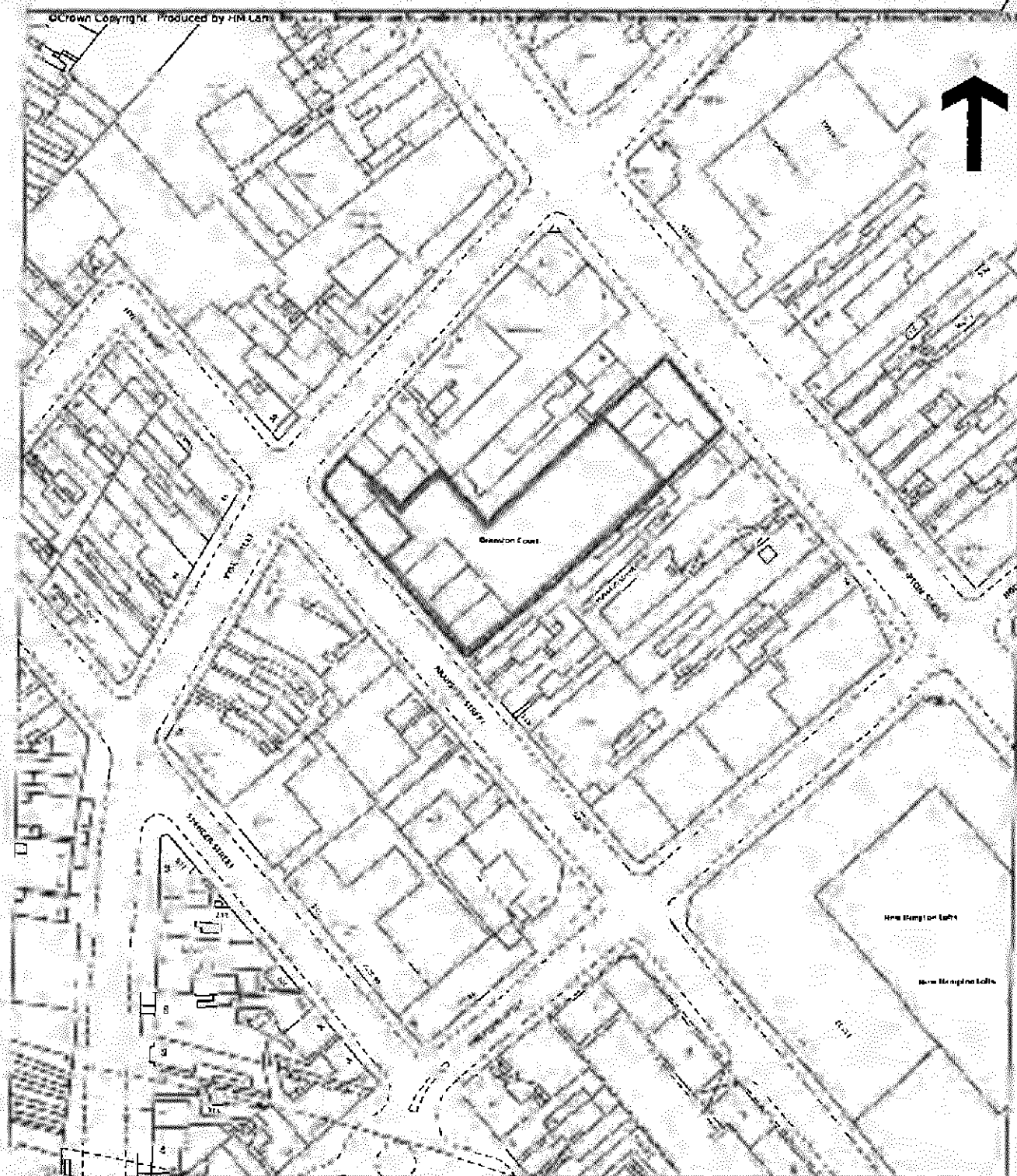
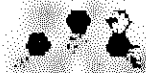
**WM903616 (part) and WM679211 (whole)**

**Property:**

1. **Freehold property being part of Branston Court, Branston Street, Hockley, Birmingham (B18 6BA) being 21 apartments and common areas at Branston Court registered at the Land Registry under title number WM903616 and shown edged red on Plan 1 attached; and**
2. **Freehold property being Roman House, 69 Great Hampton Street, Birmingham B18 6EW registered at the Land Registry under title number WM679211 and shown edged red on Plan 2 attached**

HM Land Registry  
Official copy of  
title plan

Title number **WM903616**  
Ordnance Survey map reference **SP0688SW**  
Scale **1:1250**  
Administrative area **West Midlands :**  
**Birmingham**





# H. M. LAND REGISTRY

NATIONAL GRID PLAN

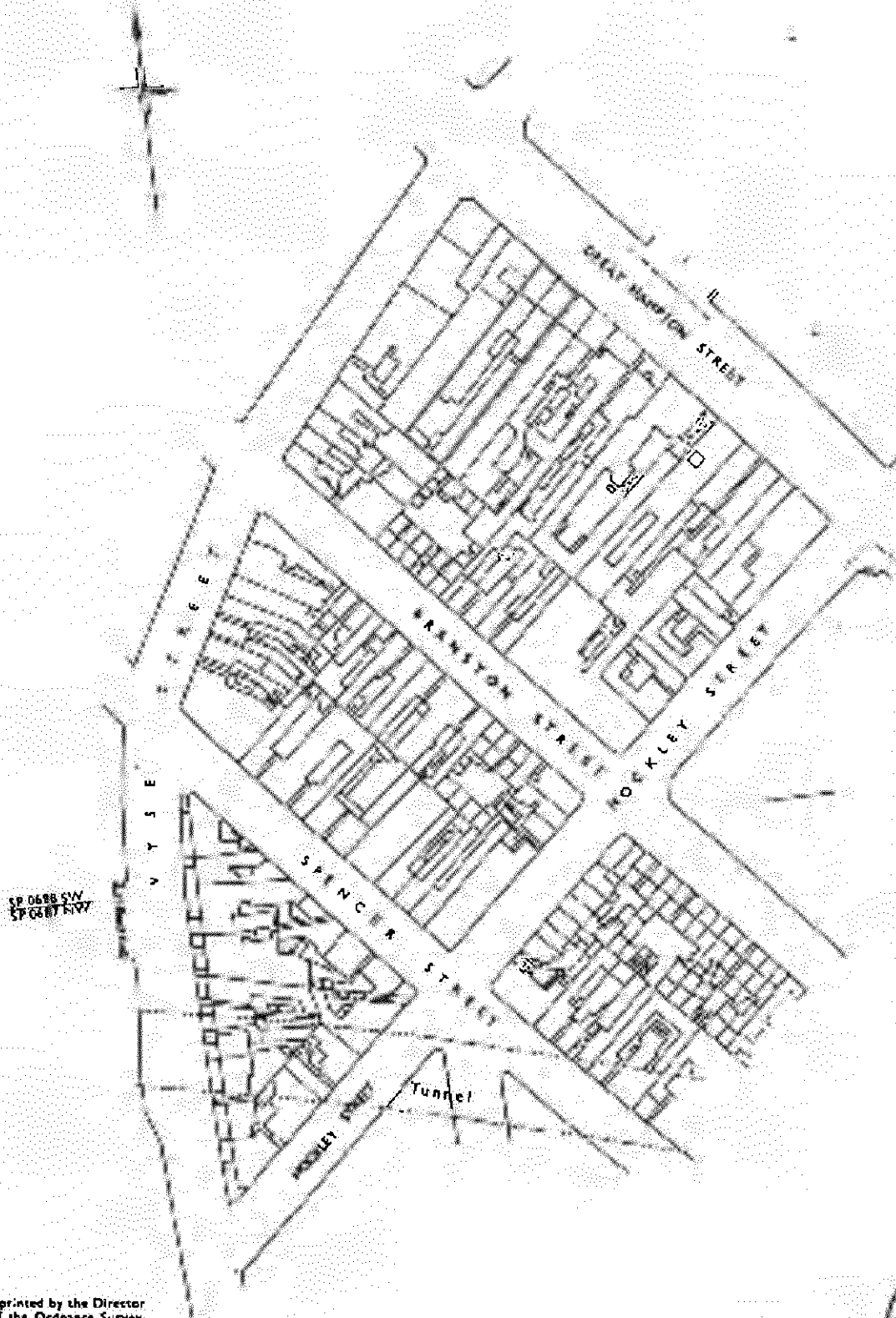
SP 0688

SECTION AC

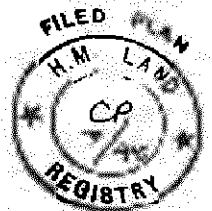
WEST MIDLANDS

BIRMINGHAM DISTRICT

Scale 1/1250



Made and printed by the Director  
General of the Ordnance Survey,  
Chesham, Surrey, 1964 for HMLR  
© Crown Copyright 1964



TITLE No. **WM 679211**

**DATED**

**DEED OF EASEMENT**

**relating to**

[part of Branston Court, Branston Street, Hockley, Birmingham (B18 6BA) being 21 apartments and common areas at Branston Court registered at the Land Registry under title number WM903616]

[Freehold property being Roman House, 69 Great Hampton Street, Birmingham B18 6EW registered at the Land Registry under title number WM679211]

[Freehold property at 67-70 Vyse Street, Hockley, Birmingham B18 6EX registered at the Land Registry under title number WM903642]

[Leasehold Premises at the back of 66-68 Great Hampton Street, Hockley registered at the Land Registry under title number WM843161]

**between**

**WORKSECOND LIMITED**

**and**

**[Grantee]**

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This deed is dated

20[XX]

## Parties

- (1) WORKSECOND LIMITED (registered in England and Wales with number: 02815352) whose registered office is at 382 Aston Lane, Witton, Birmingham, B6 6QN (**Grantor**)
- (2) [[INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**)

## BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

## AGREED TERMS

### 1. Interpretation

The following definitions and rules of interpretation apply in this deed.

### 1. Definitions:

**Deed of Covenant:** a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Grantor's Property or any part of it containing covenants in the same terms as the Grantee's Covenants with such minor modifications as the Grantor may agree.

**Grantee's Covenants:** the covenants set out in Schedule 2.

**Grantee's Property:** [part of Branston Court, Branston Street, Hockley, Birmingham (B18 6BA) being 21 apartments and common areas at Branston Court registered at the Land Registry under title number WM903616] [freehold property being Roman House, 69 Great Hampton Street, Birmingham B18 6EW registered at the Land Registry under title number WM679211] [Freehold property at 67-70 Vyse Street, Hockley, Birmingham B18 6EX registered at the Land Registry under title number WM903642] [Leasehold Premises at the back of 66-68 Great Hampton Street, Hockley registered at the Land Registry under title number WM843161]

**Grantor's Covenants:** the covenants set out in Schedule 3.

**Grantor's Property:** [part of Branston Court, Branston Street, Hockley, Birmingham (B18 6BA) being 21 apartments and common areas at Branston Court registered at the Land Registry under title number WM903616] [freehold property being Roman House, 69 Great Hampton Street, Birmingham B18 6EW registered at the Land Registry under title number WM679211] [Freehold property at 67-70 Vyse Street, Hockley, Birmingham B18 6EX registered at the Land Registry under title number WM903642] [Leasehold Premises at the back of 66-68 Great Hampton Street, Hockley registered at the Land Registry under title number WM843161]

**Plan:** the plan annexed to this deed.

**Reserved Rights:** the rights set out in Schedule 4.

**Rights:** the rights set out in Schedule 1.

**VAT:** value added tax or any equivalent tax chargeable in the UK.

1. Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors or permitted assigns.
3. Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
4. Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
5. The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
6. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
7. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
8. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

10. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
11. A reference to **writing** or **written** excludes fax and email.
12. Any obligation in this deed on a party not to do something includes an obligation not to allow that thing to be done.
13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Grant**

1. In consideration of £1 (exclusive of VAT) paid by the Grantee (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
2. The Rights are not granted exclusively to the Grantee and are granted:
  - (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed; and
  - (b) in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

## **3. Grantor's covenants**

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

## **4. Grantee's covenants**

The Grantee covenants with the Grantor so as to bind the Grantee's Property and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants.

**5. HM Land Registry**

1. The Grantor consents to:
  - (a) the registration of the Rights on the registered title to the Grantor's Property; and
  - (b) any restrictive covenants entered into in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.
2. The Grantee consents to the registration of the Rights on the registered title to the Grantee's Property.
3. On completion of this deed, the Grantee shall:
  - (a) apply to HM Land Registry to register the Rights and enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
  - (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the property register of the Grantee's title as appurtenant rights.
4. The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property once the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

**6. Reservation of rights**

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

**7. Indemnity**

The Grantee shall indemnify the Grantor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) any breach of any of the Grantee's Covenants; or
- (c) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

## **8. Extent of liability**

1. Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

2. Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

3. Subject to clause 8.4, the Grantor is not liable for:

- (a) the death of, or injury to the Grantee, its employees or invitees; or
- (b) damage to any property of the Grantee or that of the Grantee's employees or invitees; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.

4. Nothing in clause 8.3 shall limit or exclude the Grantor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Grantor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.

## **9. VAT**

1. All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3 the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

2. Every obligation on the Grantee, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.

3. The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.



**10. Third party rights**

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**11. Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**12. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1      The Rights**

### **1.      Right of Way**

The right to pass and repass on foot for all purposes at all times over and along the accessway shown coloured red on the Plan (or such other reasonable alternative route no less commodious to the Grantee's Property that the owner of the Grantor's Property shall have identified by written notice to the owner of the Grantee's Property) (herein referred to as the "**Accessway**") such right being subject to the owner of the Grantee's Property contributing a fair proportion according to use of the reasonable cost of maintenance and repair of the Accessway and complying with such reasonable written regulations as to use as the owner of the Accessway shall introduce and serve on the owner of the Grantee's Property.

### **2.      Services**

The right to the free and uninterrupted passage and running of water soil gas electricity telephone radio and television transmissions and other services from and to the Grantee's Property and any other buildings which are now or may be in future on the Grantee's Property through the sewers water courses cables wires and other conducting media (hereinafter referred to as the "**Service Media**") which serve the Grantee's Property and are at the date of the relevant disposition then in over or under the Grantor's Property with the right for the owner of the Grantee's Property and their successors in title to enter such parts of the Grantor's Property as are unbuilt on and are reasonably necessary at reasonable time upon giving reasonable notice for the purpose of connecting to (and thereafter he right to use), repairing cleansing maintain the Service Media causing minimal inconvenience and doing as little damage as possible to the Grantor's Property and making good any physical damage occasioned in the exercise of such right to the reasonable satisfaction of the owner of the Grantor's Property.

### **3.      Support**

The right of lateral and subjacent support and protection for the walls and buildings erected or to be erected on the Property by and from the Grantor's Property as at the date of the relevant disposition.

### **4.      Entry to Maintain**

The right of entry upon such adjoining parts of the Grantor's Property as are reasonably necessary for the repair, maintenance and renewal of the walls, fences and buildings erected or to be erected on the Grantee's Property, the Accessway, and (if relevant) for the proper performance and observance of the covenants and conditions contained or referred to in this deed subject to the conditions that the registered proprietor of the Grantee's Property or other persons exercising the rights:

- a) shall give, unless stated otherwise, at least seven days' prior notice in writing, except in an emergency, of its intention to exercise the right;
- b) shall, where applicable, before starting any work on the Grantor's Property, produce to the owner of the Grantor's Property copies of all necessary consents from the statutory undertakers or local authority or other body, as the case may be;
- c) shall not cause any unnecessary damage to the Grantor's Property;
- d) shall cause as little disturbance and inconvenience to the registered proprietor of the Grantor's Property or other occupiers of the Grantor's Property as is reasonably practicable; and
- e) shall make good as soon as reasonably possible any damage caused to the Grantor's Property.

## **Schedule 2      Grantee's covenants**

The Grantee shall:

### **1.      Statutory requirements**

Comply with all laws governing the exercise of the Rights.

### **2.      Damage**

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

### **3.      Nuisance**

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

**Schedule 3      Grantor's covenants**

The Grantor shall:

**1.    Interference with Rights**

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

#### **Schedule 4      Reserved Rights**

The Grantor reserves the following Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

##### **4.      Right to build on the Grantor's Property**

The right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantee.

##### **5.      Services**

The right to the free and uninterrupted passage and running of water soil gas electricity telephone radio and television transmissions and other services from and to the Grantor's Property and any buildings which are now or may be in the future on the Grantor's Property through the sewers water courses cables wires and other conducting media (hereinafter referred to as the "Service Media") which serve the Grantor's Property and are at the date of the relevant disposition then in over or under the Grantee's Property with the right for the owner of the Grantor's Property and their successors in title to enter such parts of the Grantee's Property as are unbuilt on and are reasonably necessary at reasonable times upon giving reasonable notice for the purpose of repairing cleansing maintaining the Service Media causing minimal inconvenience and doing as little damage as possible to the Grantee's Property and making good any physical damage occasioned in the exercise of such right to the reasonable satisfaction of the owner of the Grantee's Property.

##### **6.      Support**

The right of lateral and subjacent support and protection for the walls and buildings erected or to be erected on the Grantor's Property by and from the Grantee's Property as at the date of the relevant disposition.

##### **7.      Entry to maintain**

The right of entry upon such adjoining parts of the Grantee's Property as are reasonably necessary for the repair, maintenance and renewal of the walls, fences and buildings erected or to be erected on the Grantor's Property, the Accessway, and (if relevant) for the proper performance and observance of the covenants and conditions contained or referred to in this transfer subject to the conditions that the registered proprietor of the Grantor's Property or other persons exercising the rights:

- a. shall give, unless stated otherwise, at least seven days' prior notice in writing, except in an emergency, of its intention to exercise the right;
- b. shall, where applicable, before starting any work on the Grantee's Property, produce to the owner of the Grantee's Property copies of all necessary consents from the statutory undertakers or local authority or other body, as the case may be;
- c. shall not cause any unnecessary damage to the Grantee's Property;
- d. shall cause as little disturbance and inconvenience to the registered proprietor of the Grantee's Property or other occupiers of the Grantee's Property as is reasonably practicable; and
- e. shall make good as soon as reasonably possible any damage caused to the Grantee's Property.

Signed as a deed by **WORKSECOND LIMITED** in the presence of:

.....

[SIGNATURE OF **Grantor**]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as deed by [NAME OF **Grantee**] acting by [NAME OF  
DIRECTOR] a director, in the presence of:

.....

[SIGNATURE OF DIRECTOR]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Director



**SCHEDULE 2**

**FORM OF DEED OF EASEMENT REFERRED TO IN CLAUSE 25**

EXECUTED as a DEED by

WORKSECOND LIMITED

acting by a director in the  
presence of:

[REDACTED]

Director

Witness signature:

[REDACTED]

Witness name:

EDWARD BAILEY

Witness address:

BRANSTON COURT BRANSTON ST BIRMINGHAM  
B18 6BA

Witness occupation:

BUSINESS OWNER