



Registration of a Charge

Company name: **ABBNEYWOOD HOUSE DEVELOPMENTS LIMITED**

Company number: **03102042**



X9WQUA6I

Received for Electronic Filing: **22/01/2021**

Details of Charge

Date of creation: **22/01/2021**

Charge code: **0310 2042 0008**

Persons entitled: **KINGSBRIDGE SECURITIES LIMITED**

Brief description: **THREE HORSESHOES INN, BRANSCOMBE, SEATON DEVON EX12 3BR
REGISTERED AT LAND REGISTRY UNDER TITLE NUMBERS DN257042
AND DN97676**

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: **JOANNA NORRIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3102042

Charge code: 0310 2042 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2021 and created by ABBEYWOOD HOUSE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2021 .

Given at Companies House, Cardiff on 25th January 2021

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

KINGSBRIDGE SECURITIES LIMITED

MORTGAGE DEED

Account Number: 01105400	Date: 22 January 2021
The Lender: KINGSBRIDGE SECURITIES LIMITED (CRN 2041286) Registered Office: Lynwood House, 373-375 Station Road, Harrow, Middlesex, HA1 2AW	
The Borrower: ABBEYWOOD HOUSE DEVELOPMENTS LIMITED (CRN 03102042) Registered office: 103 Wilkinson Street, Sheffield, S10 2GJ	
The Guarantor: SHARREN WRIGHT of 9 The Square, Harley, Rotherham S62 7UG	
The mortgage conditions are: Kingsbridge Securities Limited Mortgage Conditions 2004	
The Property: (1) The Three Horse Shoes Inn, Branscombe, Seaton EX12 3BR (2) Three Horse Shoes Inn, Branscombe, Seaton EX12 3BR	
Title No(s): (1) DN257042 (2) DN97676	

- 1 The mortgage conditions form part of this mortgage. The Borrower confirms receipt of a copy of the mortgage conditions.
- 2 The Borrower charges the property by way of legal mortgage with payment of all the money payable to the Lender under the mortgage conditions. This mortgage is made with full title guarantee.
- 3 This mortgage secures further advances, but does not oblige the Lender to make further advances.
- 4 The Borrower and the Lender apply to the Chief Land Registrar to enter on the register of the above title number a restriction. 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 22 January 2021 in favour of Kingsbridge Securities Limited referred to in the Charges Register.

Executed as a deed by Abbeywood House Developments Limited acting by two directors

Signature of Director: [Signature]

Signature of Director: [Signature]

Signed as a deed by Sharren Wright in the presence of

Signature: [Signature]

Signature of witness: [Signature]

Name (in BLOCK CAPITALS):

CLARE BRADSHAW
SHARREN WRIGHT CMB
Address: 9 THE SQUARE HARLEY WENTWORTH
STOCK



callidus
law

Callidus Law Limited
12 Nightingale Court
Nightingale Close
Rotherham
S60 2AB

KINGSBRIDGE SECURITIES LIMITED MORTGAGE CONDITIONS 2004

1 Definitions

1.1 In these Conditions:

(a) "The Lender" means:

- Kingsbridge Securities Limited and its successors;
- any other person who is for the time being entitled at law to the benefit of the **mortgage**.

(b) "The Borrower" means the person(s) named as the borrower in the **mortgage** and their successors.

1.2 Words given a special meaning by Condition 1.3 are printed throughout these Conditions in bold type.

1.3 In these Conditions, the words listed below have the meanings shown beside them:

(a) "**balance outstanding**" means any money on which the Lender can charge interest under these Conditions, that is to say:

- any money the Lender has lent to the Borrower which has not been repaid; and
- any **expenses** the Borrower has not repaid; and
- any interest which the Borrower has not paid by the due date for payment;

(b) "**expenses**" has the meaning given by Condition 15;

(c) "**facility fee**" means the facility fee(s) referred to in the "**loan agreement**";

(d) "**further loan facility**" means any further money advanced to you by the Lender under the mortgage by way of a further advance;

(e) "**loan agreement**" has the following meanings:

- when applied to the **loan facility**, the **loan agreement** by which the Lender agreed to make the loan facility to the Borrower;
- when applied to any **further loan facility**, the **loan agreement** means the further **loan agreement** by which the Lender agreed to make the **further loan facility** to the Borrower which may be in the form of a further advance receipt signed by the Borrower acknowledging the **further loan facility**

- (n) "**repayment fee**" means any additional payment either by way of additional interest or as a **facility fee** which the **loan agreement** requires the Borrower to make if the Borrower repays all or part of the money **the Borrower owes the Lender** before the end of the **term of mortgage**;
- (o) "**shares**" means any shares or other membership rights which you hold in a management company or residents society by virtue of owning the **property**;
- (p) "**term of mortgage**" means the term of the mortgage as shown in the **loan agreement** by the end of which the loan facility must have been repaid;
- (q) "**transferee**" means a person to whom the Lender may transfer or agree to transfer the **mortgage** or any part of its rights under it;
- (r) "**year**" means a year from 1st May to 30th April.

2 Interpretation

- 2.1 If there is more than one Borrower, these Conditions apply to all of the Borrowers together and to each of the Borrowers on their own. This means that each Borrower can be held fully responsible for paying all the money owed to the Lender.
- 2.2 References to a provision in a statute or statutory instrument include any changes *which are made to it, and to any provision which replaces it.*
- 2.3 The singular includes the plural and the other way round.
- 2.4 The Contracts (Rights of Third Parties) Act 1999 does not apply to the mortgage or these Conditions.
- 2.5 If the terms of the **loan agreement** are not consistent with anything in these Conditions or the mortgage, the terms of the **loan agreement** will prevail.
- 2.6 This **mortgage** and the **loan agreement** shall be construed according to English and Welsh law and all actions relating thereto shall be brought in the English and Welsh courts.

3 What the Mortgage Secures

- 3.1 Subject to Condition 3.2, the **mortgage** secures the following:
 - (a) All the **money the Borrower owes to the Lender**;
 - (b) All money owing under any existing or future **loan agreement** which the Borrower (or any of one or them) makes with the Lender, including any existing or future guarantee the Borrower gives to the Lender;
 - (c) All other actual or contingent liabilities which the Borrower (or any one of them) owes to the Lender now or in the future.
- 3.2 The **mortgage** does not secure money which the Borrower owes the Lender under an agreement which is a **regulated agreement** unless:

built:

- (c) keep to any covenants, restrictions or stipulations which apply to the **property**;
- (d) keep to any obligations which:
 - apply to the **property** under any statute or statutory instrument; or
 - are applied to the **property** by a body acting under statutory authority;
- (e) make sure that nothing is done which may:
 - lead to any insurance of the property becoming invalid;
 - make it more difficult or expensive to insure the property;
- (f) pay all rates, taxes or other charges which are the responsibility of the owner or occupier of the **property**;
- (g) give the Lender any information about the **property** which it reasonably asks for.

5.2 The Borrower agrees not to do the following without first getting the Lender's written consent:

- (a) make any structural alterations to the **property**;
- (b) make any additions to the **property**;
- (c) change the use of the **property**;
- (d) grant a lease of the **property** or agree to grant one;
- (e) allow anyone to surrender a lease of the **property**;
- (f) grant any other interest in the **property** or any rights over it;
- (g) apply for any improvement grant or other similar grant for the **property**;
- (h) part with possession of the **property** or share possession of it with anyone else (except where you have let the **property** with our written permission).

5.3 This paragraph applies if the Borrower receives a notice or order which affects the **property** from any statutory authority or from anyone claiming to exercise a statutory or other legal right over the **property**. Where this paragraph applies, the Borrower agrees to:

- (a) send the Lender a copy of the notice or order within 14 days of receiving it;
- (b) give the Lender written notice of any steps which the Borrower intends to take in response to the notice or order;
- (c) make any reasonable representations about the notice or order which the

- (b) The **property** must be insured for the full amount of the current **rebuilding cost** or for the sum stated in the **loan agreement** whichever is the greater;
- (c) The insurance must be in the joint names of the Borrower and the Lender
- (d) Any excess specified in the policy must be no more than is reasonable;
- (e) The Lender must approve the Borrower's choice of insurer;
- (f) The Borrower must pay the premiums direct to the insurer.
- (g) The Borrower must pay the premiums on time;
- (h) If asked, the Borrower must deliver the policy to the Lender and show the Lender the receipts for the premiums.

8.2 If the Borrower does not insure the **property** under Condition 8.1, or if the Borrower does not keep to the terms set out in that paragraph, the Lender may insure the property on the following terms:

- (a) the Borrower will repay the Lender all premiums and expenses the Lender pays to keep the **property** insured;
- (b) the Borrower must repay each premium in full as soon as the Lender asks for it. In the event that payment is not received within seven days of the Lender asking for it, the premium will be added to the **balance outstanding** and interest charged on it;
- (c) the Lender will choose:
 - the insurer;
 - the risks to be covered;
 - the amount of any excess under the policy.
- (d) the insurance may be for any amount up to the current **rebuilding cost** or for the sum stated on the **loan agreement** whichever is the greater;
- (e) the insurance will be in the name of the Lender with the Borrower's interest noted on the policy.

8.3 If the Borrower holds the **property** under a lease which provides for the **property** to be insured by someone else (for example, the Borrower's landlord), the following terms will apply instead of condition 8.1 or 8.2:

- (a) the Borrower must ensure that the Lender's interest is noted on the insurance policy;
- (b) the Borrower must do his/her/its best to ensure that:
 - the **property** is kept insured with a reputable insurer;

section 103 of the Law of Property Act 1925.

9.4 If the Lender appoints a receiver:

- (a) the receiver will not be bound to use the money he receives to pay off interest before **capital**, or otherwise to pay off the **money the Borrower owes to the Lender** in any particular order;
- (b) the receiver may employ and pay agents to carry out any work on his behalf;
- (c) the receiver may exercise any of the rights and remedies which the Lender may exercise (including the further powers set out in Condition 12.7).

9.5 At any time after the **money the Borrower owes to the Lender** has become immediately payable under Condition 10, the Lender may do any of the following (subject in the case of a **regulated agreement** to any notice required to be served under the Consumer Credit Act 1974 but otherwise without notice):

- (a) take possession of the **property**;
- (b) appoint a receiver;
- (c) sell the **property** (whether or not the Lender has taken possession);
- (d) let the **property** on any terms the Lender considers reasonable without any restrictions on the nature, terms and length of the lease or on the rent due;
- (e) allow anyone who holds a lease of the **property** to surrender the lease on any terms the Lender thinks fit;
- (f) exercise all the other powers given to mortgagees by the Law of Property Act 1925.

9.6 The Lender may enter the **property** at any reasonable time:

- (a) to inspect it;
- (b) to do any work which is needed to put right any failure of the Borrower to keep to these Conditions or the conditions of the **loan agreement**.

If the Lender enters the **property** under this paragraph, it does not mean that it has accepted the legal responsibilities of a mortgagee in possession and it will be under no obligation to carry out any works referred to in clause 9.6(b).

9.7 Where Condition 9.8 applies, the Lender's statutory and other powers are extended so as to allow it to do any of the following:

- (a) repair or improve the **property**;
- (b) carry out building work at the **property** and apply for any planning permission or other consents which are needed for that purpose;
- (c) grant a lease or tenancy of the **property** free from the restrictions in section 99

- (g) if an encumbrancer takes possession or a receiver or other similar officer is appointed in respect of the whole or any part of the undertaking and assets of the Borrower; or
- (h) if the Borrower suspends payment of its debts, or is unable to pay its debts, or is deemed unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof); or
- (i) if the **property** is compulsorily purchased or requisitioned; or
- (j) if the Borrower (or any of them) dies.

11 The Lender's powers in possession

11.1 This condition applies if the Lender has taken possession of the **property**.

11.2 When this condition applies:

- (a) if the **property** is let, the Lender may collect any rent being paid by the tenant and use it to reduce or pay off the **money the Borrower owes to the Lender**;
- (b) the Lender may, as the Borrower's agent and at the Borrower's expense, remove, store, sell or otherwise dispose of any goods or animals which the Borrower has not removed from the **property**. The Lender will not be responsible for any loss or damage caused by doing this.

12 Powers of a receiver

12.1 The Lender may appoint a receiver:

- (a) where Condition 9.5 applies; or
- (b) if the Borrower asks the Lender to appoint one.

12.2 The Lender may appoint a receiver for the whole of the **property** or for any part of it.

12.3 The Lender may appoint one of its employees as a receiver.

12.4 The Lender may fix the receiver's remuneration at any reasonable rate.

12.5 The Lender may remove the receiver at any time and appoint another in his place.

12.6 The receiver will be the Borrower's agent. Unless the receiver is one of the Lender's employees, the Borrower will be responsible for his remuneration.

12.7 The receiver will have the following powers (in addition to those given to receivers by the Law of Property Act 1925):

- (a) to take possession of the **property**;
- (b) after taking possession of the **property**, to do any of the things which the Lender could do under Condition 11.2 if it had taken possession;

transferee.

14 Policies

14.1 Where a **policy is in force:**

- (a) the Borrower will ensure that any money which is payable under the **policy** is paid to the Lender;
- (b) if the Borrower receive any money which is paid under the **policy**, the Borrower will hold it on trust for the Lender;
- (c) the Lender will use any money which is paid under the **policy** to reduce or pay off the **money the Borrower owes to the Lender**;

14.2 Unless the **policy has been legally assigned to the Lender:**

- (a) the Lender may ask for the **policy** to be deposited with it;
- (b) while the **policy** is deposited with the Lender, the Lender will have an equitable charge over it;
- (c) the Lender may complete a legal assignment of the **policy** to it.

14.3 If the **money the Borrower owes to the Lender has become immediately payable under Condition 10 then (subject to any notice required under the Consumer Credit Act 1974 in respect of a **regulated agreement**):**

- (a) the Lender may:
 - sell or surrender the **policy**; and
 - use the proceeds to reduce or pay off the **money the Borrower owes to the Lender**.
- (b) the Lender may exchange the **policy** for a fully paid policy.

14.4 The Borrower agrees to the following:

- (a) the Borrower will not allow the **policy** to become void or voidable;
- (b) the Borrower will not allow anything to happen which stops the Lender receiving the money payable under the **policy**;
- (c) if the **policy** becomes voidable, the Borrower will see that it is restored and kept in force;
- (d) if the **policy** becomes void, the Borrower will either:
 - ensure that the **policy** is reinstated or replaced with a replacement **policy** which the Lender approves; or

solicitors, surveyors or agents) in full, unless the Borrower shows that:

- (a) the **expenses** were incurred unreasonably; or
- (b) the amount of the **expenses** is unreasonable.

15.3 The Borrower must repay the Lender's **expenses** as soon as it gives the Borrower written notice to pay them.

15.4 If the Borrower does not repay the Lender's **expenses** within seven days of the date when the Lender gives notice under Condition 15.3, the Lender may charge interest on them from the date when the notice is given.

15.5 The Lender may charge the Borrower an administration fee for work done by it in connection with the following:

- (a) supplying or copying deeds of documents to the Borrower or anyone acting for the Borrower;
- (b) discharging the **mortgage**;
- (c) releasing the **property** or the **property rights** or any **policy** from the Lender's security;
- (d) releasing any title deeds;
- (e) processing any application the Borrower makes for a **further loan facility** or for any change in the terms of the **mortgage**;
- (f) releasing any retention of funds held by the **Lender** under the **loan agreement**;
- (g) working out and recovering any money in arrear under the **mortgage**;
- (h) giving the Borrower any assistance or information in connection with the **property** or the **mortgage**.

15.6 Any fee the Lender charges under Condition 15.5 will be no more than the amount specified from time to time in the Lenders published list of charges or in the event that such a charge is not so specified, the amount which the Lender reasonably estimates to represent the cost to it of doing the work for which the Lender charges the fee.

15.7 Any fee the Lender charges under Condition 15.5 will be added to the amount of the **loan facility** and the Lender may charge interest on such fees.

16 Guarantor's Obligations

16.1 The Guarantor acknowledges that it was a condition of the loan agreement that the Guarantor entered into this Guarantee and the Guarantor by doing so agrees with the Lender that in case of any default by the Borrower of any of these Conditions or the Loan Conditions the Guarantor will on demand pay to the Lender the **money the Borrower owes to the Lender**. The Guarantor also accepts that neither the giving of

- 19.2 A notice sent by first class post will be treated as given on the second working day after the date of posting. In this paragraph, "working day" means any day from Monday to Friday which is not a bank holiday or a public holiday.
- 19.3 Any notice the Lender gives the Borrower will come into effect on the date stated in it. If no date is stated, it will come into effect on the day it is given.
- 19.4 If there is more than one Borrower, the Lender may give notice to all of the Borrowers by:
- (a) addressing the notice to all of the Borrowers; and
 - (b) delivering or posting it to
 - the property; or
 - the last known address of whichever of the Borrowers is named first in the Lender's records.