506597/13

In accordance with Sections 859A and 859J of the Companies Act 2006

# **MR01**

# Particulars of a charge

	A fee is payable with this form Please see 'How to pay' on the last page  You can use the WebFiling s Please go to www companiesh		
·	What this form is for You may use this form to register a charge created or evidenced by an instrument  What this form is NOT for You may not use this form to register a charge where there is instrument Use form MR08		For further information, please refer to our guidance at www.companieshouse gov uk
	This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge I delivered outside of the 21 days it will be rejected unless it is accompanial court order extending the time for delivery	THURSI	*A2710QZE* 07 25/04/2013 #148
	You must enclose a certified copy of the instrument with this form. This v scanned and placed on the public record.	AC	COMPANIES HOUSE
1	Company details		For official use
Company number	0 3 3 1 3 9 0 1		→ Filling in this form Please complete in typescript or in
Company name in full	BUNGAY ARTS AND THEATRE SOCIETY		bold black capitals
			All fields are mandatory unless specified or indicated by *
2	Charge creation date		
Charge creation date	$\begin{bmatrix} d_2 & d_2 & & \\ \end{bmatrix} \begin{bmatrix} m_0 & m_4 & & \\ \end{bmatrix} \begin{bmatrix} y_2 & y_0 & y_1 \\ \end{bmatrix} \begin{bmatrix} y_3 & & \\ \end{bmatrix}$		***************************************
3	Names of persons, security agents or trustees entitled to the	e charge	)
	Please show the names of each of the persons, security agents or truste entitled to the charge	ees	
Name	THE ARCHITECTURAL HERITAGE FUND		
Name			
Name			
Name			
	If there are more than four names, please supply any four of these name tick the statement below  I confirm that there are more than four persons, security agents or trustees entitled to the charge	es then	
			CHEDOSE

## MR01

Particulars of a charge

4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	The Company with full title guarantee charges	
	a) by way of a legal mortgage the freehold property known as 10 Broad Street, Bungay, Suffolk NR35 1EE being the whole of the property comprised in Land Registry under title number SK173274 ("the Property"),	
	b) all buildings and fixtures and fixed plant and machinery on the Property,	
	c) the benefit of any covenants for title given or entered into by an predecessor in title of the Company in respect of the Property or any monies paid or payable in respect of these covenants,	
	d) the benefit of all insurance policies and proceeds relating to the Property, and	
	e) the benefit of any rental or other income paid or payable to the Company for the use or occupation of the Property	
5	Fixed charge or fixed security	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	[x] Yes	
	□ No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	☐ Yes Continue	
	[x] No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	[x] Yes	
	□ No	

CHFP025 04/13 Version 1 0

# MR01 Particulars of a charge Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge Signature Please sign the form here Signature Signature Signature This form must be signed by a person with an interest in the charge

# MR01

Particulars of a charge

You have enclosed the correct fee

Please do not send the original instrument, it must be a certified copy

Presenter information	Important information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record
here but, if none are given, we will send the certificate to the company's Registered Office address	How to pay
Contact name Thomas Adams	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed
Company name Bates Wells & Braithwaite	on paper
London LLP	Make cheques or postal orders payable to
Address 2-6 Cannon Street	'Companies House'
	☑ Where to send
	You may return this form to any Companies House
Post town	address. However, for expediency, we advise you to return it to the appropriate address below
County/Region London	For companies registered in England and Wales:
Postcode E C 4 M 6 Y H	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
	DX 33050 Cardiff
DX 12609 Cheapside 1	For companies registered in Scotland:
Telephone 020 7551 7777	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1
We will send your certificate to the presenter's address if given above or to the company's Registered Office if	or LP - 4 Edinburgh 2 (Legal Post)
you have left the presenter's information blank	For companies registered in Northern Ireland The Registrar of Companies, Companies House,
✓ Checklist	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
We may return forms completed incorrectly or	DX 481 N R Belfast 1
with information missing.	Further information
Please make sure you have remembered the	
following  The company name and number match the	For further information, please see the guidance notes on the website at www companieshouse gov uk or
The company name and number match the information held on the public Register	email enquiries@companieshouse gov uk
You have included a certified copy of the	T
instrument with this form  You have entered the date on which the charge	This form is available in an
was created	alternative format Please visit the
You have shown the names of persons entitled to	forms page on the website at
the charge  You have ticked any appropriate boxes in Sections	www companieshouse.gov.uk
3, 5, 6, 7 & 8  You have given a description in Section 4, if	
appropriate	
You have signed the form	



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3313901

Charge code: 0331 3901 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2013 and created by BUNGAY ARTS AND THEATRE SOCIETY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2013



Given at Companies House, Cardiff on 30th April 2013





**DATED** 

<u> 2012</u>

**BUNGAY ARTS AND THEATRE SOCIETY** 

- to -

### THE ARCHITECTURAL HERITAGE FUND

LEGAL CHARGE

- of -

THE FISHER THEATRE
10 Broad Street
Bungay
Suffolk

To be a true copy of the original

But with I fanthunte

Butes Wells & Braithwaite London LLP

Registered OC325522

Dated 24/4/13

Bates Wells & Braithwaite London LLP

2-6 Cannon Street London EC4M 6YH Tel. 020 7551 7777 Fax: 020 7551 7800 Ref: MJG/017163/223/JAL

017163/0223/001093158/Ver 01

### LAND REGISTRATION ACT 2002

**TITLE NUMBER: SK173274** 

**LEGAL CHARGE** dated

220 April 2013

### **BETWEEN**

- (A) BUNGAY ARTS AND THEATRE SOCIETY (Company Number 03313901) (Charity Number 1062353) a company limited by guarantee whose registered office is at 10 Broad Street, Bungay, Suffolk NR35 1EE ("the Borrower")
- (B) THE ARCHITECTURAL HERITAGE FUND (Company Number 1150304) (Charity Number 266780) a company limited by guarantee whose registered office is at Alhambra House, 27-31 Charing Cross Road, London WC2H 0AU ("the AHF")
- (C) [JEREMY GUY DAVIES ] OF [BUNGAY ARTS ] and [SANDRA LYW COX ] OF [BUNGAY ARTS AMENTRE SOCIETY ("the Trustees")

### INTRODUCTION

1. In this deed the following expressions have the following meanings

"Costs"

means all costs, disbursements or other monies

payable under this Charge

"Events of Default"

means any of the events set out in the Schedule to this

Charge

"the Loan"

means the monies offered by way of Loan in the Loan

Letter

"Loan Letter"

means the loan facilities offered by the AHF to the Borrower dated 6 September 2000 as accepted by the Borrower and 10 December 2004 as varied by a Supplemental Agreement of the same date as this

Deed made between the Borrower and the AHF

"the Property"

means the freehold property known as 10 Broad Street, Bungay, Suffolk NR35 1EE being the whole of the property comprised in Land Registry under title

number SK173274

"Secured Obligations"

means.

- (a) the repayment of the Loan;
- (b) all interest and other monies payable under the Loan Letter,
- (c) Costs; and

- (d) all monies and liabilities from time to time due and owing whether actually or contingently or as principal or guarantor by the Borrower to the AHF
- The Property hereby charged is held by or in trust for the Borrower a non-exempt charity but this Legal Charge is not one falling within section 124(9) of the Charities Act 2011 so the restrictions imposed by Section 38 of that Act apply.
- 2.2 The Trustees are two of the trustees of the Borrower and have been authorised to give the assurances set out in Clause 12 on behalf of all the trustees of the Borrower pursuant to Section 333 of the Charities Act 2011 (or a predecessor authority).
- 3. **THE** AHF has agreed to make available the Loan to the Borrower upon the terms set out in this Legal Charge.
- 4 THE Borrower covenants with the AHF to pay the Secured Obligations.
- 5. THE Borrower with full title guarantee<sub>5</sub>Charges with the payment to the AHF in accordance with the covenants contained in this deed of the Secured Obligations.
- 5.1 by way of legal mortgage the Property,
- 5 2 all buildings, fixtures, fittings and fixed plant and machinery on the Property;
- 5 3 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of the Property or any moneys paid or payable in respect of those covenants,
- 5.4 the benefit of all insurance policies and proceeds relating to the Property;
- 5.5 the benefit of any rental or other income paid or payable to the Borrower for the use or occupation of the Property,
  - subject only to the proviso for redemption in Clause 6.
- 6.1 IF the Borrower shall pay to the AHF all money secured by this deed the AHF will at the request and cost of the Borrower duly discharge this security.
- 6.2 Any partial repayment of the monies secured by this deed shall be set against interest capital and any other sums in such order as the AHF shall in its absolute discretion decide
- 7. Event of Default
- 7.1 This Charge will become immediately enforceable if an Event of Default occurs.
- 7.2 After this Charge has become enforceable, the AHF may in their absolute discretion enforce all or any part of this Charge in any manner they see fit

- 7.3 The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Charge has become enforceable
- 8. The Borrower must not create or permit to subsist any charge mortgage or other security interest over the Property
- 9 THE Borrower COVENANTS with the AHF:
- 9.1 At all times during the continuance of this security to admit or cause to be admitted onto the Property the AHF's architect and/or other representative to enable him to inspect the Property and to photograph sketch or take notes of any matters of architectural or historical interest on the Property and for any ancillary purpose.
- 9.2 To provide to the AHF on demand from time to time such evidence as the AHF may require of the Borrower's financial ability to repay the sums secured by this Legal Charge.
- 9.3 At all times during the continuance of this security to insure or cause to be insured with reputable and responsible insurers the Property with all buildings and erections therein from time to time and the fixtures and fittings belonging thereto against loss or damage by such risks normally covered by a comprehensive insurance policy (including architects' and surveyors' fees) as the AHF shall require in such a sum as the AHF shall require from time to time or (if greater) the reinstatement value of the Property from time to time (and where the Property is let to insure an amount equal to 3 years loss of rent under the lease) with the interest of the AHF endorsed on the policy and duly and punctually to pay all premiums necessary for effecting and maintaining the said insurance when the same become due and on demand to deliver to the AHF the policy of such insurance and the receipt or receipts for every such and to ensure that nothing happens which may (1) reduce the risks the Property is covered for or the amount of the sum insured or (ii) increase the premium or the excess or (iii) prevent or hinder any claim from being settled in full or (iv) make the insurance invalid and if the Borrower shall make default in effecting and maintaining such insurance as aforesaid the AHF shall be at liberty to effect and maintain the same and all moneys expended by the AHF under this provision shall on demand be repaid to the AHF by the Borrower
- 9.4 All money received from any insurance claim whatsoever shall be held on trust for the AHF and shall as the AHF requires either be applied in making good the loss or damage in respect of which the money is received or be paid to the AHF in or towards payment of the amount secured by this Legal Charge.
- 9.5 Subject to the overriding obligations of the Borrower under Clause 9.1 to keep or cause to be kept the Property with all buildings and erections thereon and the fixtures and fittings belonging thereto for the time being subject to this security in good substantial and decorative repair and working order and condition And it shall be lawful for the AHF and its agents or servants at any time or times to enter upon the Property to examine the state and condition thereof and of any decays defects and wants of reparation there found to give and leave notice in writing on or at the Property and the Borrower will forthwith after such notice well and sufficiently repair amend and make good the same accordingly.

- Not to sever or permit to be severed from the Property any fixtures fittings now or hereinafter affixed thereon or placed thereon.
- 9.7 Not without previous consent in writing of AHF to make any alterations or additions whatsoever to the Property or cut or injure any of the main walls or beams thereof or make any material change in the use thereof.
- 9.8 Not without the previous consent in writing of the AHF to exercise any of the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders of leases vested in or conferred on mortgagors by common law or by statute or suffer to be created a tenancy or licence of any description of the Property or part thereof or dispose of or charge or seek to dispose of or charge its interest in the Property or any part thereof or to change the use of the Property or apply to any planning authority for consent for such.
- 9.9 At all times during the continuance of this security duly and punctually to pay and discharge and indemnify and keep the AHF indemnified against all rates taxes levies duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Property and if the Borrower shall at any time refuse or neglect to make such payments the AHF shall be at liberty to make the same and all moneys expended by the AHF under this provision shall on demand be repaid to the AHF by the Borrower.
- 9.10 To observe and perform all the covenants stipulations provisions and conditions contained or mentioned or referred to in any deed or other document under which the Borrower holds the Property or any part thereof or which affects its title thereto and to comply with every requirement imposed in relation to the Property by virtue of any legislation regulations or bye-laws from time to time in force and at all times during the continuance of this security to keep the AHF indemnified against all actions proceedings costs damages and expenses in respect of any existing or future breach non-observance or non-performance of any of the said covenants stipulations provisions conditions and requirements or any of them AND in case the Borrower shall make default in regard thereto the AHF shall be at liberty to remedy the same and any costs expenses or damages incurred by the AHF in so doing shall be deemed to be properly incurred by the AHF.
- 9 11 To notify the AHF immediately in writing of any notice or information received by or served on the Borrower concerning any proposal for the compulsory acquisition of the Property or any other matter which might adversely affect the value of the Property and (at the Borrower's expense) to take any action regarding the same as the AHF may require.
- 9.12 To notify the AHF immediately in writing of any Charity Commission investigation carried out in relation to the Borrower
- 9.13 To provide to the AHF's auditors from time to time on demand and at the cost of the Borrower such statements and information as they may reasonably require for the purposes of their audit.

- 9.14 To repay to the AHF on demand the cost (including any Value Added Tax) of all architects' surveyors' and other professional advisers fees incurred by the AHF pursuant to any of the provisions of this Deed.
- 9.15 Not at any time to reduce or prejudice the value or marketability of the Property by any means including without limitation by entering into any agreement or arrangement with any third party in respect of the Property without the AHF's prior written consent.
- 10.1 AT any time after the money secured by this deed shall have become payable the AHF may from time to time appoint any person or persons to be the receiver and manager or receivers and managers ("the Receiver") of the whole or any part of the Property and may determine his remuneration and may from time to time remove the Receiver so appointed and appoint another in his place
- 10.2 Any Receiver appointed by the AHF shall (unless the AHF excludes any of such powers at the time of appointment or later) have power to
  - 10.2.1 enter upon and take possession of collect and get in the Property or any part, of it and all rents and other income of the Property
  - enter upon and take possession of the whole or any part of the Property and commence or continue and/or complete construction of or works to any building or buildings whether or not in accordance with any works carried on at the Property and make and effect all repairs improvements and insurances
  - 10.2.3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this deed) in such manner as the Receiver shall in his absolute discretion think fit
  - obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit
  - enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto
  - 10.2.6 manage any building or carry on any business carried on at the Property as agents for the Borrower in such manner as he may think fit
  - 10.2.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary
  - 10.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Borrower
  - grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy

under which the Property or any part thereof is held and in the latter case any such new lease shall ipso facto become charged to the AHF on the terms of this Legal Charge as far as applicable and the Receiver shall have the power to execute a formal legal charge over any such new lease in favour of the AHF in such form as it may require

- 10.2.10 dedicate any part of the Property as a highway
- 10.2.11 make any change or arrangement as to boundaries with the adjoining owners and neighbours
- 10.2.12 bring or defend any proceedings in the Borrower's name in relation to the Property
- 10.2.13 compromise any claim or claims of or against the Property or arising out of the Property
- 10 2 14 effect indemnity insurance and other like insurance and obtain bonds
- 10 2 15 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Borrower
- 10.2.16 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do
- All moneys expended by the Receiver shall on demand be repaid by the Borrower with interest at 3% per year above Barclays Bank Plc base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property
- Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Borrower for all purposes who shall solely be responsible for his acts and the AHF shall not be under any liability for his remuneration or otherwise
- Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney in Clause 11 or otherwise) to be done by the Receiver may be done by any one or more of them unless the AHF specifies to the contrary in the appointment
- 10.6 The AHF shall itself be entitled to do any of the acts and things referred to in Clause 10.2 at any time after the moneys hereby secured shall have become payable without appointing a Receiver for that purpose
- 11 THE Borrower HEREBY IRREVOCABLY APPOINTS the AHF and (as a separate appointment) any Receiver appointed as aforesaid the Borrower's Attorney for all or any of the purposes of these presents and the Borrower hereby ratifies and confirms and agrees to ratify and confirm whatsoever the AHF or any such Receiver shall do or purport to do by virtue of this Clause

- 12. THE Trustees on behalf of all the trustees of the Borrower certify that they have power under the trusts of the charity to grant this Legal Charge and that they have obtained and considered such advice as is mentioned in sub-section 124(2) of the Charities Act 2011
- 13. **SECTION** 93 of the Law of Property Act 1925 shall not apply to this security
- 14. A demand for payment or any other demand or notice under this Legal Charge may be made or given by the AHF by letter addressed to the Borrower and sent by post to or left at the last known address of the Borrower or at the option of the AHF if the Borrower is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted
- 15. THE AHF may without the further consent of the Borrower assign all its rights and benefits in and/or transfer all its obligations embodied in the Legal Charge to any party or parties whatever and the AHF will notify the Borrower of any such assignment and/or transfer and the Borrower shall have no right to assign its rights and/or obligations in the Legal Charge
- 16. THE Borrower agrees to apply or agrees that the AHF may apply for a restriction to be entered on the register of title to the Property that no disposition of the registered estate by the proprietors of the registered estate or by the proprietors 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 created by this deed in favour of the AHF referred to in the charges register or its conveyancer
- 17. IN this Legal Charge where the context so admits the expressions "the Borrower" and "the AHF" include the persons for the time being deriving title under them

### **SCHEDULE**

### 1. Non-payment

The Borrower fails to pay any sum payable by it to the AHF when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three business days of its due date

### 2. Non-compliance

The Borrower fails (other than a failure to pay) to comply with any provision of the Loan Letter or the Legal Charge and (if the AHF considers, acting reasonably, that the default is capable of remedy) such default is not remedied within five days of the earlier of:

- (a) the AHF notifying the Borrower of the default and the remedy required; and
- (b) the Borrower becoming aware of the default.

### 3. Misrepresentation

Any representation, warranty or statement made, repeated or deemed made by the Borrower to the AHF is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.

### 4. Financial condition

The value of the Börrower's assets is less than its liabilities (taking into account contingent and prospective liabilities).

### 5. Insolvency

- 5.1 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to pay its debts as they fall due.
- 5.2 The Borrower commences negotiations, or enters into any composition or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties).
- 5.3 A moratorium is declared in respect of any indebtedness of the Borrower.
- 5.4 Any action, proceedings, procedure or step is taken in relation to.
  - (a) the suspension of payments, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
  - (b) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets
- 5.5 Any event occurs in relation to the Borrower that is analogous to those set out in this paragraph 5.

### 6. Distress

A distress, attachment, execution or other legal process is levied, enforced or sued out on, or against, the assets of the Borrower and is not discharged or stayed within 30 days.

### 7. Enforcement of security

Any security on or over the assets of the Borrower becomes enforceable and is not discharged within 30 days of enforcement commencing.

### 8. Illegality

All or any part of any Loan Letter or the Legal Charge becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to have full force and effect.

### 9. Repudiation

The Borrower repudiates or evidences an intention to repudiate the Loan Letter, the Legal Charge or any of them.

### 10. Material adverse change

Where any event occurs (or circumstances exist) which, in the opinion of the AHF, is likely to materially and adversely affect the ability of the Borrower to perform all or any of its obligations under, or otherwise comply with, the terms of the Loan Letter.

### **EXECUTION**

THIS Legal Charge was executed as a deed but not delivered until the date written at the beginning

EXECUTED as a Deed by BUNGAY ARTS AND THEATRE SOCIETY acting by	) ) )
	Director
	Director/Secretary
SIGNED as a Deed by JEREMY GUYDAMES in the presence of:	)
Witness J. (52	XI.
Name JENNIE	FOR COOPER.
HARL	URCH ST. ESTON VORFOLK IP209BB.
Occupation Onto a large	

SIGNED as a Deed by  SANORALYNU GX  In the presence of:	
Witness.	P.L. mole
Name	Philippa Murphy 61 Southend Road
Address	61 Southerd Road
Occupation	Bungay, Suffolk NRSS IAN COVET Supervisor

EXECUTED as a Deed by
THE ARCHITECTURAL
HERITAGE FUND acting by

Director

Director/Secretary

017163/0223/001093158/Ver 01