



Registration of a Charge

Company name: **FRIENDS LIFE SERVICES LIMITED**

Company number: **03424940**



X2M6VH2G

Received for Electronic Filing: **29/11/2013**

Details of Charge

Date of creation: **19/11/2013**

Charge code: **0342 4940 0010**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **OLYMPIC HOUSE, 147 HIGH STREET, BILLERICAY, CM12 9AB
(EX314205).**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Chargor acting as a bare trustee for the property.

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 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:

BETHAN EVANS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3424940

Charge code: 0342 4940 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2013 and created by FRIENDS LIFE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2013 .

Given at Companies House, Cardiff on 29th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Legal Charge – Commercial Property (3rd Party Trust (RPS))

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. YOU WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE CUSTOMER. YOUR LIABILITY IS LIMITED TO THE VALUE OF THE PROPERTY.

Owner: Friends Life Services Limited
as trustees of the Friends Life Appropriate Personal Pension Scheme - WPF0415 (the "Scheme")
Customer: The present and future trustees of the Scheme

Bank: National Westminster Bank Plc

Property: Olympia House 147 High Street, Billerica, CM12 9AB (Land Registry Title No: EX34205).

References to Property include any part of it and the other assets charged by Clause 1.

Date

07 09 2018

You must date the document

We hereby certify this to be a true copy of the original subject to the redaction under s.859G of the Companies Act 2006.
J. J. Eversheds LLP

1. Charge

1.1 The Owner with full title guarantee:

1.1.1 charges to the Bank all legal interest in the Property, by way of legal mortgage.

1.1.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future:

1.1.2.1 any other interest in the Property.

1.1.2.2 all rents receivable from any lease granted of the Property.

1.1.2.3 the proceeds of any insurance affecting the Property.

1.2 This deed secures the payment on demand on the Customer of:

1.2.1 the Customer's Obligations.

1.2.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed. Interest is applied from the date of payment at the rate charged by the Bank to the Customer and calculated both before and after demand or judgment on a daily basis and compounded quarterly on the days selected by the Bank.

The Customer's Obligations are all the Customer's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another). As the Customer's Obligations include any contingent liabilities, if the Customer gives the Bank a guarantee of another person's liabilities, this deed will secure the Customer's liabilities under that guarantee.

1.3 This deed will secure the amount claimed by the Bank to be the Customer's Obligations regardless of whether the Customer has the power to incur them.

1.4 The Bank shall not be entitled to recover any amount under this deed in excess of the assets of the Friends Life Appropriate Personal Pension Scheme - WPF0415 available to the Owners as trustees of such trust.

2. Continuing Security

This deed is and will remain a continuing security, even if the Owner (being an individual) dies or suffers incapacity. The Owner (or the Owner's personal representatives) may give one month's notice to discontinue this deed but it will remain security for all the Customer's Obligations at the date notice is received by the Bank and for any further Customer's Obligations that arise before the expiry of the notice.

3. Restrictions

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property.
- 3.2 dispose of the Property.
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.
- 3.4 part with or share possession or occupation of the Property.

4. Land Registry

The Owner and the Bank apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

5. Arrangements with the Customer and Others

Without releasing or affecting the **Security** created by this deed, and without the Owner's consent, the Bank may:

- 5.1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge.
- 5.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person.
- 5.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person.
- 5.4 settle with or release from liability the Customer or any other person.

6. Preservation of the Bank's Claims

6.1 Until the Customer's Obligations have been paid in full:

- 6.1.1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.
- 6.1.2 the Owner will not make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer.
- 6.1.3 the Owner will not take any security from, or enforce any security against, the Customer or any guarantor of the Customer.

6.2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

7. Preservation of the Bank's Rights and Further Assurance

- 7.1 This deed is in addition to any other security or guarantee for the Customer's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.
- 7.2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Customer's Obligations or if any other security or guarantee held by the Bank for the Customer's Obligations is unenforceable.
- 7.3 Any release or settlement of liability will only take effect when any reductions in the Customer's Obligations or new security given to the Bank cannot be challenged for any reason. The Bank may retain this deed and any existing security until it is satisfied that it will not have to make any repayments or give up any new security.
- 7.4 If any of the Customer's Obligations are void or unenforceable against the Customer, this deed will still secure the same amount that it would have done had this not been the case.
- 7.5 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's Security.

8. Property Undertakings

The Owner will:

- 8.1 permit the Bank at any time to inspect the Property.
- 8.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense.
- 8.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations or any secured expenses.
- 8.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 8.5 keep the Property in good condition.
- 8.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.
- 8.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

9. Possession and Exercise of Powers

- 9.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Bank takes possession.
- 9.2 If the Bank makes a demand on the Customer, the Bank may then take possession or exercise any of its other powers without further delay.
- 9.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 9.4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

- 12.3 The Bank may place any amount realised from the Property in a separate account without applying it to the Customer's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary.

13. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

14. Certificate of the Customer's Obligations

A certificate signed by a Bank official as to the amount due from the Customer or the amount secured on the Property will be binding on the Owner, except if there is an obvious error.

15. More than One Customer

15.1 Where the Customer is more than one person:

15.1.1 the Customer's Obligations include their joint, several and independent liabilities. References to the Customer are to them together and separately.

15.1.2 the Bank may release the Owner from this Security for any one Customer, without affecting the continuation of this Security in respect of any other Customer. If the Bank receives notice to discontinue this deed, it will remain a continuing security in respect of any Customer not named in the notice.

16. More than One Owner

16.1 Where the Owner is more than one person:

16.1.1 all of them are jointly and severally liable under this deed. References to Owner are to them together and separately.

16.1.2 if this Security is unenforceable against any one of them, it will not affect its enforceability or continuation against the interest in the Property of any other(s) of them.

17. Consents and Notices

17.1 All consents and notices must be in writing.

17.2 The Bank may deliver a notice to the Owner at the contact details last known to the Bank

17.3 A notice signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

17.4 A notice from the Owner to the Bank will be effective on receipt.

18. Transfers



The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

19. Law

19.1 English law governs this deed and the English courts have exclusive jurisdiction.

19.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner acting by a Director and its
secretary or two directors by two authorised
signatories

Director 
Secretary/Director 
Authorised signatory

Executed and Delivered as a deed by
the Owner acting by two of its members

Member

Member

Executed and Delivered as a deed
by the first named Owner
in the presence of:-

Witness name

Signature

Address

Occupation

Executed and Delivered as a deed
by the second named Owner
in the presence of:-

Witness name

Signature

Address

Occupation

Enosheds UP

