

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on

☒ **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 the  
instrument. Use form MR08

WEDNESDAY



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13/12/2023

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COMPANIES HOUSE

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. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 3 5 9 0 1 0 4

Company name in full Lodge Hill Trust

For official use

#### → Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 8 m 1 m 2 y 2 y 0 y 2 y 3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name West Sussex County Council

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Lodge Hill, London Road, Watersfield, Pulborough, West Sussex as registered at HM Land Registry under title number WSX293479. For more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

**Trustee statement<sup>1</sup>**

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.

☐

<sup>1</sup>This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X *Bennett Wm W* X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Chrissie Edwards**

Company name **Bennett Griffin LLP**

Address **1 Liverpool Gardens**

Post town **Worthing**

County/Region **West Sussex**

Postcode **B N 1 1 5 D A**

Country **UK**

DX **3760 Worthing**

Telephone **01903 229999**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 3590104

Charge code: 0359 0104 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2023 and created by LODGE HILL TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2023.

Given at Companies House, Cardiff on 19th December 2023



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# HM Land Registry

## Legal charge of a registered estate

# CH1

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

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

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

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

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

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

Give full name(s).

Complete as appropriate where the borrower is a company.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

**We hereby certify  
this to be a true copy  
of the original**

*(Signature)*  
8/12/23

Bennett Griffin LLP  
1 Liverpool Gardens, Worthing  
West Sussex, BN11 1TF  
DX 3760 Worthing

1	Title number(s) of the property: WSX293479
2	Property: Lodge Hill, London Road, Watersfield, Pulborough, West Sussex
3	Date: 08/12/2023
4	<p>Borrower: Lodge Hill Trust</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03590104</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s).

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

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

Place 'X' in any box that applies.

Add any modifications.

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

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

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

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

5	<p>Lender for entry in the register:</p> <p>West Sussex County Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>County Hall, West Street, Chichester, West Sussex PO19 1RQ</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by West Sussex County Council of County Hall, West Street, Chichester, West Sussex or their conveyancer that the provisions of clause 9.12(a) of a charge dated [8 December] 2023 and made between (1) Lodge Hill Trust and (2) West Sussex County Council have been complied with or that they do not apply to the disposition.</p>
9	<p>Additional provisions</p> <p>Definitions</p> <p>"Event of Default" has the same meaning as defined in the Loan Agreement</p> <p>"Loan" means the sum of £266,250 (Two Hundred and Sixty Six Thousand Two Hundred Fifty Pounds)</p> <p>"Loan Agreement" means a loan agreement dated [8 December] 2023 and made between (1) Lodge Hill Trust and (2) West Sussex County Council</p>

"Secured Liabilities" means all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement or this deed, together with all interest (including without limitation, default interest) accruing in respect of those obligations or liabilities

"Transfer" means a transfer of the Property and other land dated 14 September 2005 and made between (1) The County Council of West Sussex and (2) The Lodge Hill Trust

9.1 The Lender has agreed to lend the Borrower the Loan on a secured basis in accordance with the terms of the Loan Agreement.

9.2 The Borrower is the sole legal and beneficial owner of the freehold owner of the Property and has good, valid and marketable title to the Property.

9.3 The Borrower has taken independent legal advice on the nature and terms of this charge by the Lender and enters into the charge willingly and in full knowledge.

9.4 The Borrower shall repay to the Lender the Loan or such part of the Loan as remains outstanding as may become payable under the provisions contained in the Loan Agreement or the terms of this charge.

9.5 As a continuing security for the payment and discharge of the Loan, the Borrower charges the Property with full title guarantee to the Lender by way of a first legal mortgage over the Property.

9.6 This charge shall remain in full force and effect as continuing security for the Loan until the Loan is fully repaid in accordance with the terms of the Loan Agreement.

9.7.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

9.7.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

9.8 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.9 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.7.1

9.10 Section 103 of the Law of Property Act 1925 does not apply to the security constituted by this charge.

9.11 No delay or failure to exercise any right or power under this charge shall operate as a waiver.

9.12 The Borrower covenants with the Lender

- a) Not to sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of or any interest in the Property without the consent of the Lender
- b) Not to use the Property for any purpose other than those permitted by the Transfer
- c) To keep the Property in good and substantial repair to enable it to be used for the use permitted by the Transfer.
- d) To keep the Property or to procure that the Property is kept insured for the full reinstatement cost of the Property
- e) To comply with all statutory requirements affecting the Property and the use of it.
- f) To execute and do all such assurances acts and things as the Lender may reasonably require for protecting the security over the Property and for facilitating the realisation of the Property and the exercise of all powers authorities and discretions vested in the Lender

9.13 The Borrower may not assign or transfer all or any of its rights and/or obligations under this charge.

9.14.1 The land charged is held by Lodge Hill Trust a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

9.14.2 The directors of the charity, being the persons who have the general control and management of its administration certify that:

- (a) they have power under the provisions establishing the charity and regulating its purposes and administration to effect this mortgage; and
- (b) they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

9.15 The Lender shall not be liable to the Borrower or any other person:

- (a) (by reason of entering into possession of the Property, or for any other reason) to account as mortgagee in possession in respect of all or any part of the Property;
- (b) for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable, or
- (c) for any expense, loss or liability:
  - (i) relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;
  - (ii) relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or
  - (iii) arising in any other way in connection with this deed

except that this does not exempt the Lender from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Lender.



9.16 The Borrower shall promptly on demand, indemnify the Lender and their employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Property
- (b) taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this deed.

9.17 The Contracts (Rights of Third Parties) Act 1995 shall not apply to this charge and accordingly the parties to this charge do not intend that any third party shall have any rights in respect of this charge by virtue of that Act.

9.18 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.

9.19 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over 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.

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

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

## 10 Execution

Executed as a deed by  
WEST SUSSEX COUNTY  
COUNCIL affixing its  
Common Seal in the presence  
of an authorised signatory:

Executed as a deed by  
LODGE Matthew Wykes  
acting by [ Lisa May ] a  
director and by [                      ]  
a director or its secretary

DocuSigned by:

Matthew Wykes

1A5D3D3E1852473 ...

DocuSigned by:

Lisa May

84ED543381F44A5.

### WARNING

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

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

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

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