



**Registration of a Charge**

Company name: **BRIDGWATER YOUNG MEN'S CHRISTIAN ASSOCIATION**

Company number: **03746771**



X9YW6XC0

Received for Electronic Filing: **22/02/2021**

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**Details of Charge**

Date of creation: **12/02/2021**

Charge code: **0374 6771 0017**

Persons entitled: **NATIONAL COUNCIL OF YOUNG MEN'S CHRISTIAN ASSOCIATIONS**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 50 THE AVENUE, MINEHEAD AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER ST157521 AND ALL BUILDINGS AND FIXTURES AND FITTINGS THAT ARE SITUATED ON, OR FORM PART OF, THE PROPERTY AT ANY TIME; THE PROCEEDS OF SALE OF ANY PART OF THE PROPERTY AND ANY OTHER MONIES PAID OR PAYABLE IN RESPECT OF OR IN CONNECTION WITH THE PROPERTY; THE BENEFIT OF ANY COVENANTS FOR TITLE GIVEN, OR ENTERED INTO, BY ANY PREDECESSOR IN TITLE OF THE BORROWER IN RESPECT OF THE PROPERTY AND ANY MONIES PAID OR PAYABLE IN RESPECT OF THOSE COVENANTS; AND ALL RIGHTS UNDER ANY LICENCE, AGREEMENT FOR SALE OR AGREEMENT FOR LEASE IN RESPECT OF THE PROPERTY**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**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: **BATES WELLS**



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

Company number: 3746771

Charge code: 0374 6771 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by BRIDGWATER YOUNG MEN'S CHRISTIAN ASSOCIATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2021 .

Given at Companies House, Cardiff on 23rd February 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**

# HM Land Registry

## Legal charge of a registered estate

TOZERS LLP  
 Certified to be a true copy  
 of the original document  
 Solicitor [Signature]  
 Dated 12-2-2021

# 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.

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.

1	Title number(s) of the property: ST157521
2	Property: 50 The Avenue, Minehead
3	Date: 12 February 2021
4	<p>Borrower: Bridgwater Young Men's Christian Association (a charity registered with charity number 1076434)</p> <p><u>For UK incorporated companies/LLPs</u>            Registered number of company or limited liability partnership including any prefix: 03746771</p> <p><u>For overseas companies</u>            (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register:</p> <p>National Council of Young Men's Christian Associations (Incorporated) (a charity registered with charity number 212810)</p> <p><u>For UK incorporated companies/LLPs</u>            Registered number of company or limited liability partnership including any prefix: 73749</p> <p><u>For overseas companies</u>            (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>10-11 Charterhouse Square, London EC1M 6EH</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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without the consent signed by the proprietor for the time being of the charge dated 12 February 2021 in favour of National Council of Young Men's Christian Associations (Incorporated) referred to in the charges register.</p>								
9	<p>Additional provisions</p> <p><b>1. Definitions and interpretation</b></p> <p>The following definitions and rules of interpretation apply in this agreement.</p> <p><b>1.1 Definitions</b></p> <table border="0"> <tr> <td data-bbox="766 1456 1037 1612"><b>"Event of Default"</b></td> <td data-bbox="1037 1456 1503 1612">any event or circumstance which is defined as an Event of Default in the Loan Agreement.</td> </tr> <tr> <td data-bbox="766 1635 1037 1836"><b>"Loan"</b></td> <td data-bbox="1037 1635 1503 1836">the sum of £570,000 lent or to be lent by the Lender to the Borrower or (as the context requires) the total amount outstanding of that sum.</td> </tr> <tr> <td data-bbox="766 1859 1037 2016"><b>"Loan Agreement"</b></td> <td data-bbox="1037 1859 1503 2016">the loan agreement made between (1) the Lender and (2) the Borrower dated 12 February 2021.</td> </tr> <tr> <td data-bbox="766 2038 1037 2107"><b>"LPA 1925"</b></td> <td data-bbox="1037 2038 1503 2107">the Law of Property Act 1925.</td> </tr> </table>	<b>"Event of Default"</b>	any event or circumstance which is defined as an Event of Default in the Loan Agreement.	<b>"Loan"</b>	the sum of £570,000 lent or to be lent by the Lender to the Borrower or (as the context requires) the total amount outstanding of that sum.	<b>"Loan Agreement"</b>	the loan agreement made between (1) the Lender and (2) the Borrower dated 12 February 2021.	<b>"LPA 1925"</b>	the Law of Property Act 1925.
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<b>"LPA 1925"</b>	the Law of Property Act 1925.								

## **"Security"**

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

### **1.2 Interpretation**

A reference in this agreement to a mortgage of, or over, the Property applies to:

- 1.2.1 all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;
- 1.2.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.2.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.2.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

### **2. Loan Agreement**

In consideration of the Loan paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender to observe and perform the obligations on the part of the Borrower as set out in the Loan Agreement.

### **3. Grant of security**

As a continuing security for the payment and discharge of the Loan and all other amounts due under the Loan Agreement and secured by this agreement, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

### **4. Representations**

The Borrower represents and warrants to the Lender on each day until the Loan has been unconditionally and irrevocably paid in full that:

- 4.1.1 the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;

- 4.1.2 the Property is free from any Security other than the Security created by this agreement;
- 4.1.3 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;
- 4.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- 4.1.5 there is no breach of any law or regulation that materially adversely affects the Property;
- 4.1.6 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
- 4.1.7 nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- 4.1.8 no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

## **5. Covenants**

### **5.1 Negative pledge and disposal restrictions**

The Borrower will not at any time, except with the prior written consent of the Lender:

- 5.1.1 create or permit any Security on, or in relation to, the Property other than the Security created by this agreement;
- 5.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- 5.1.3 create or grant any interest in the Property in favour of a third party.

### **5.2 Preservation of Property**

The Borrower will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Lender or materially diminish the value of the Property or the effectiveness of the Security created by this agreement.

### **5.3 Repair and maintenance**

The Borrower will keep all fixtures and fittings on the Property in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

### **5.4 No alterations**

The Borrower:

- 5.4.1 will not, without the prior written consent of the Lender:
- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
  - (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 5.3); and
- 5.4.2 will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged.

**5.5 Insurance**

The Borrower:

- 5.5.1 will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and
- 5.5.2 will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 5.5.

**5.6 Insurance premiums**

The Borrower:

- 5.6.1 will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and
- 5.6.2 will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance policies.

**5.7 No invalidation of insurance**

The Borrower will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

**5.8 Leases and licences affecting the Property**

The Borrower will not, without the prior written consent of the Lender (which must not be unreasonably withheld or delayed):

- 5.8.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the



statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

- 5.8.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

## **5.9 Payment of rent and outgoings**

The Borrower will pay (or procure payment of), when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

## **6. Enforcement of security**

### **6.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this agreement) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of this agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

### **6.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this agreement.

## **7. Costs**

The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- 7.1.1 this agreement or the Property; and
- 7.1.2 suing for, or recovering, the Loan or any other amounts secured by this agreement.

## **8. Release**

Once the Loan and all other amounts secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the Security created by this agreement.

## **9. Assignment and transfer**

- 9.1 The Borrower may not assign or transfer any of its rights and obligations under this agreement.
- 9.2 The Lender may assign any of its rights under this agreement or transfer all its rights or obligations by novation.

## **10. Notices**

- 10.1 Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.
- 10.2 Any notice or other communication to be given under this agreement must be given to the relevant party at the relevant address stated at the start of this agreement or as otherwise specified by the relevant party in writing to the other party.
- 10.3 Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

## **11. Governing law**

This agreement 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 will 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 will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **13. Charity confirmation**

- 13.1 The Property charged is held by Bridgwater Young Men's Christian Association, 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.
- 13.2 The charity trustees 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.

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.

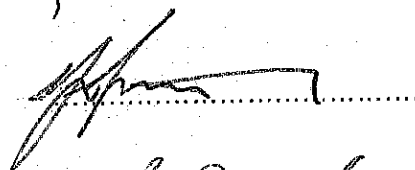
Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

## 10 Execution

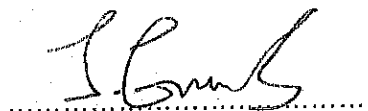
Executed as a deed by  
the Borrower acting by two  
Directors

) ALASTAIR MATTHEWS  
)  
) JOHN ENNALS  
)

Director: .....



Director: .....



Executed as a deed by  
the Lender acting by a  
Director in the presence  
of

)  
)  
) .....  
) Director

Witness signature .....

Name: .....

Address: .....

.....  
.....  
.....

Occupation: .....

### 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.