



Registration of a Charge

Company name: **FUTURE REGENERATION OF GRANGETOWN LIMITED**

Company number: **03852249**



X76F5U3V

Received for Electronic Filing: **21/05/2018**

Details of Charge

Date of creation: **16/05/2018**

Charge code: **0385 2249 0001**

Persons entitled: **BIG LOTTERY FUND**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS THE GRANGETOWN SOCIAL CLUB, DERWENTWATER ROAD, MIDDLESBROUGH, TS6 7PY REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CE160853**

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: **NATALIE KAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3852249

Charge code: 0385 2249 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2018 and created by FUTURE REGENERATION OF GRANGETOWN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2018 .

Given at Companies House, Cardiff on 23rd May 2018

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**

DATED

16 May

2018

FUTURE REGENERATION OF GRANGETOWN LIMITED

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

The Grangetown Social Club,
Derwentwater Road,
Middlesbrough,
TS6 7PY

Checked against original documents in

The Presence of.....*TEP*.....

Signed.....

Date.....16 MAY 2018.....

Big Lottery Fund
1 Plough Place
London
EC4A 1DE

LEGAL CHARGE dated

16 May

2018

BETWEEN

- (1) **FUTURE REGENERATION OF GRANGETOWN LIMITED** (Company No 3852249) (Registered Charity No 1084817) whose registered office is at Grangetown Neighbourhood Centre, Bolckow Road, Grangetown, Middlesbrough, TS6 7BS ("the Grant Holder") and
- (2) **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("The Fund")

1. Introduction

- 1.1 In this Legal Charge the following expressions have the following meanings:

"Grant"	means the grant of £883,191.00 offered by the Fund to the Grant Holder in connection with the Project and subject to the Grant Conditions
"Grant Conditions"	means the terms and conditions attached to the Fund's grant offer letter dated 13 July 2017 to the Grant Holder and a copy of which is annexed to this Legal Charge in Schedule 1
"Grant Period"	means the period of twenty years from the date of the Fund's grant offer letter dated 13 July 2017
"Project"	means the acquisition of the Property and the establishment by the Grant Holder of the renovation of the premises to establish a community café and social club, an and indoor adventure play area, a

meeting hall for social activities, an IT room, five shop units and two flats with.

"the Property"

means all that freehold property known as The Grangetown Social Club, Derwentwater Road, Middlesbrough, TS6 7PY registered at HM Land Registry under title number CE160853

Form of charge filed at HM Land Registry under reference MD1049C

1.2 In this Legal Charge where the context so admits the expressions "the Grant Holder " and "the Fund" include their respective successors in title and assigns

1.3 It is a condition of the Grant that the Grant Holder grants a legal charge on the Property on the terms set out in this Legal Charge

2. Payment of the Grant by the Fund

The Fund shall pay the Grant to the Grant Holder in accordance with the Grant Conditions for the purpose of the Project

3. Repayment of the Grant by the Grant Holder

3.1 If the Grant Holder shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) shall be repayable forthwith upon receipt of a written demand from the Fund to the Grant Holder and the Fund shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice

3.2 Interest shall be payable by the Grant Holder to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) from the date of the notice referred to in Clause 3. 1 until the actual date of repayment at a rate equal

to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after as before any judgment)

4. Legal Charge

The Grant Holder hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to the Fund of the Grant in accordance with the terms of this Legal Charge

5. Appointment of a Receiver

5.1 At any time after the money secured by this Legal Charge shall have become payable the Fund may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place

5.2 Any receiver appointed by the Fund may if so directed in writing by the Fund in his absolute discretion have power to:

5.2.1 enter upon and take possession of the Property or any part of it and complete any buildings on it which may be unfinished;

5.2.2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings whether or not in accordance with the Works then being carried on at the Property;

5.2.3 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;

5.2.4 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;

5.2.5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto;

- 5.2.6 manage any building or carry on any business carried on at the Property as agents for the Grant Holder in such manner as he may think fit;
- 5.2.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary;
- 5.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grant Holder;
- 5.2.9 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;
- 5.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours;
- 5.2.11 compromise any claim or claims of or against the Property or arising out of the Property;
- 5.2.12 effect indemnity insurance and other like insurance and obtain bonds;
- 5.2.13 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 Grant Holder;
- 5.2.14 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.

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of the Grant Holder

- 5.3 All moneys expended by the receiver shall on demand be repaid by the Grant Holder with interest at 4% per year above the Lloyds TSB Bank 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

5.4 Any receiver appointed by the Fund shall so far as the law allows be deemed to be the agent of the Grant Holder for all purposes who shall solely be responsible for his acts and the Fund shall not be under any liability for his remuneration or otherwise

5.5 The Fund shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

6. **Power of Attorney**

The Grant Holder hereby irrevocably appoints the Fund and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 the Grant Holder hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund or any such receiver shall do or purport to do by virtue of this clause

7. **Advice**

The Grant Holder hereby certifies that the Grant Holder has power to grant this Legal Charge

8. **Execution**

This Legal Charge was executed as a deed but not delivered until the date hereinbefore written

9. **Registration**

By executing this Legal Charge the Grant Holder applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry "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 16 May 2018 in favour of the Big Lottery Fund referred to in the Charges Register"

10. Statements – applicable where Grant Holder is a Charity

- 10.1 The Property charged is held by (or in trust for) the grant holder, a non-exempt charity, and this mortgage is not one falling within section 124(9) Charities Act 2011 so the restrictions on disposition imposed by section 124 of that Act apply to the Property
- 10.2 The restrictions on disposition imposed by sections 117 – 121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)

11. Certificate

The Charity Trustees of the Grant Holder certify that they have power under the trusts of the charity to enter into this Legal Charge and that they have obtained and considered proper advice regarding this Legal Charge in accordance with section 124(2) of the Charities Act 2011

12. Notices

- 12.1 Any notice given to a party under or in connection with this Legal Charge shall be in writing and shall be:
- 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.1.2 sent by fax to its main fax number.
- 12.2 Any such notice shall be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;

12.2.3 if sent by fax, at 9.00am on the next working day after transmission.

12.2 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.

12.3 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12.

SCHEDULE 1
(the grant offer letter)



Ms. Lynn Pallister
Future Regeneration of Grangetown
(FROG)
Grangetown Neighbourhood Centre
Bolckow Road
Grangetown
MIDDLESBROUGH
TS6 7BS

13 July 2017

Reference Project ID: 0010258319

Dear Ms. Pallister

Reaching Communities Buildings Grant offer

I am pleased to confirm that we would like to offer your organisation a grant of £883,191 for the following project:

Grangetown United

The proposal is to renovate the former club premises to create a new community hub that will include a community café and an indoor adventure play area for young children (the café area will also double-up as a social club in the evenings and weekends), a meeting hall for social, recreational and healthy activities, an IT room, five shop units and two flats. The housing association that owns the adjoining shops will demolish them once their remaining tenants are re-housed. One of the commercial units is to be rented by the CCG for community-orientated health services.

We hope this will help your project make a difference to your beneficiaries.

The grant will be made up of the following amounts for each year:

Capital	Revenue	Total
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Big Lottery Fund
Apex House
3 Embassy Drive
Edgbaston
Birmingham B15 1TR
T 0121 345 7700
F 0121 345 8888
☎ 0121 345 7666
(for those with a hearing or speech impairment)

www.biglotteryfund.org.uk

Chair
Peter Ainsworth

England Chair
Nat Sloane

Chief Executive
Dawn Austwick

We are committed to bringing real improvements to communities and to the lives of people most in need





Year one	£873,191	£0	£873,191
Year three	£0	£10,000	£10,000

Although you applied for £909,858; our offer is for £883,191.

Terms and conditions of grant

Please read the terms and conditions of grant attached to this letter.

All grants for projects involving land and buildings are subject to the standard capital terms and conditions of grants, which require you to meet specific legal requirements.

You can find detailed guidance on our legal requirements in the Guide to your grant. All legal documentation requested must be provided in the form described in Appendix 2 of the guide.

Before we can make capital payments above a five per cent lead in) you must provide:

- a completed Certificate of title from your solicitor
- a Legal charge on the land and buildings and a legal opinion from your solicitor

Before we can make capital payments for building work you must provide:

- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender confirmation form).

Accepting the grant offer

If you accept our offer and agree to meet our terms and conditions of grant, the senior or legally responsible contact named on your application form must sign the declaration at Annex B of this letter. You must return the signed offer letter attached to the terms and conditions, to the following address by 10 August 2017:

Big Lottery Fund
Apex House
3 Embassy Drive
Edgbaston
Birmingham
B15 1TR



If you don't return the signed offer letter and terms and conditions by this date, our offer will automatically lapse. If you won't be able to meet this deadline you must contact us immediately.

The terms and conditions are part of the grant agreement between us, so we must receive them attached to the signed offer letter, with both documents in their original format. If you detach the terms and conditions or alter either of the documents, we will be unable to accept them and will have to send you a new offer letter, which could lead to a delay in starting your grant.

Keep the other copy of the offer letter and terms and conditions for your records.

If you have any questions about this offer or our terms and conditions, please call us as soon as possible.

By accepting our terms and conditions, you agree to meet our monitoring requirements. You can find out about these in the Guide to your grant. Please read this to find out what you will be required to do during the life of the grant.

If you don't meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any further applications from your organisation until the situation is resolved. In some circumstances we might take legal action to recover all or part of the grant.

This also means that if your organisation does not meet our requirements for any other grant agreements with, or administered by, the Big Lottery Fund, payment of **this** grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.



Acknowledging our funding using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where Lottery money is going in their community. Please refer to Annex A of this letter for details on how to use our beneficiary logo and acknowledge your grant.

When you sign this offer letter, you are acknowledging that you have received this information and agree that we may give your details to the Gambling Commission as detailed in Annex A. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

Starting the grant

We'll email you a Bank or building society details form within the next five working days to complete, so that we can pay funds into your account. If we don't have an email address for you the Bank or building society details form will be enclosed with this offer pack and you must return it with the signed offer letter.

After we've received your signed grant agreement and Bank or building society details form, we'll get in touch to confirm your grant has started or to let you know if there is anything else you need to do.

You must start your grant within 6 months of the date we receive your signed grant agreement. You should contact us if you think there may be a problem with this.

Amanda Vaughan will be your funding officer for the grant, and will be in touch soon to arrange a time to discuss it in more detail. They will tell you more about how we will pay and monitor your grant and you will have the opportunity to ask any questions you may have. You can contact Amanda by email at amanda.vaughan@biglotteryfund.org.uk, or phone on 01213457879.



Project outcomes and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes and indicators for the project are set out at Annex C of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

Publicising the grant

We would like to help you celebrate your grant and share your good news with other people. We'll announce your grant offer along with others we are making at the same time, with a press announcement on 07.08.2017 and we'll publish details of it on our website. You can arrange your own publicity and you can contact the press office on 0207 2111888 for further advice.

Publicising your project is important so that people can learn about the fantastic work you're doing in your community. It's also good for people who play the National Lottery to see where their money is being spent and how people are benefiting from it. One of the easiest ways you can publicise your grant and promote the work that you do is on social media channels such as Twitter and Facebook. Guidance and information on this and other ways to publicise your grant can be found in the guidance on our website www.biglotteryfund.org.uk/publicity.

Congratulations on receiving a grant. We wish you every success with your project and look forward to hearing from you shortly.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'Roger Winhall', is written over a faint, circular official stamp.

Roger Winhall
Head of Funding

Enclosed:



**NATIONAL
LOTTERY FUNDED**

- standard capital terms and conditions (attached to this letter)
- varied terms and conditions of grant (attached to this letter)
- Grant Acknowledgement Requirements booklet
- a copy of this offer letter and the terms and conditions for your records
- your Guide to your grant.



Annex A

Using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where National Lottery money is going in their community.

The main, but not sole, means of acknowledging your grant is using the beneficiary logo as widely as possible. The beneficiary logo is made up of the Big Lottery Fund circle logo, the National Lottery crossed fingers and the words “Lottery Funded”, these elements together all form one piece of artwork.

This section of your contract is formal in tone because it relates to intellectual property rights - the Gambling Commission own the trademarks for the crossed fingers and “Lottery Funded” artwork. If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo.

The beneficiary logo is described in the enclosed grant acknowledgement requirements booklet, called *show*. This is also available, with further information, on our website www.biglotteryfund.org.uk/logos.

You must comply with these guidelines, or any future version of those guidelines which we send to you. This permission is personal to your project and you may not transfer any of your rights to another person or project.

We may share your details with the Gambling Commission to enable it to monitor your compliance with their guidelines and to take appropriate action if you are in breach of its terms.

We will have the right to end your permission straightaway to use the beneficiary logo, at any time and for any reason. This may be in the following circumstances:

- if the Gambling Commission ends our permission to use it
- if you do not comply with the guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the beneficiary logo immediately.



**NATIONAL
LOTTERY FUNDED**

If you have any questions regarding acknowledging your grant
please contact us for advice at branding@biglotteryfund.org.uk



Annex B

Future Regeneration of Grangetown (FROG)

Project ID: 0010258319

Project name: Grangetown United

Who must sign this offer letter?

The **senior or legally responsible contact** named in your application form must sign this offer letter. They must be at least 18 years old and hold a senior position in your organisation as follows:

Organisation type	Senior/Legally responsible contact's role in your organisation
Organisations incorporated under the Companies Act	Director or company secretary
Local authorities and statutory health bodies	Chief executive or director
Schools	Head teacher
Town or parish councils	Clerk to the council or office bearer
Community councils (Scotland only)	Chair
All other types of organisation	Chair, vice chair or treasurer

Declaration

I am/we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Senior/Legally responsible contact

Title Forenames (in full) Surname

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Position in organisation

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**NATIONAL
LOTTERY FUNDED**

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Signed	Date

Second signatory (companies only)

If your organisation is a company, this letter must be signed by two people. This second signatory must be a director or the company secretary and a different person to the senior/legally responsible contact named above.

Title	Forenames (in full)	Surname

Position in organisation

Signed	Date

What happens if our senior/legally responsible contact has changed?

If your senior or legally responsible contact has changed since you submitted your application, contact the funding officer named in this letter who will send you the relevant form to complete. You must return a completed form with your signed offer letter. Your new legally responsible contact must sign this offer letter

Annex C

Project outcomes, change indicators and timescales

Project outcome one	
Outcome	Improve people's skills and confidence through informal/formal learning, volunteering and employment opportunities.

Indicator one	People attending the community hub will report
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	they feel more confident and have gained new skills
Level	100 people per year
Timescale	Year two

Indicator two	More people (80) engaged in learning and more people (40) go into employment, further education/training
Level	80 people per year and 40 people per year
Timescale	Year two

Indicator three	Hold two jobs fairs and have 24 more people participating in volunteering opportunities
Level	2 and 24
Timescale	End of project

Project outcome two	
Outcome	Older and more vulnerable residents feel less isolated through engagement in community activities.

Indicator one	Older and vulnerable people report that attending social activities and access to help if needed has improved their physical and mental well being
Level	75 per year
Timescale	Year two

Indicator two	Reduction in admissions to permanent residential care through better access to community based support
Level	Target reduction of 10% admissions
Timescale	Year two

Indicator three	Increased number of older and vulnerable people participating in activities
Level	300
Timescale	End of project

Project outcome three	
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NATIONAL
LOTTERY FUNDED

Outcome	Reduce poverty through improved access to IT, financial support/advice and easier access to a range of community facilities.
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Indicator one	People report a better understanding of financial support/advice available to them
Level	60 per year
Timescale	Year three

Indicator two	More people feel less digitally excluded
Level	50 per year
Timescale	Year one

Indicator three	More people have increased opportunities to access services and engage in a wide range of low cost activities
Level	2000
Timescale	End of project

Project outcome four	
Outcome	Improve health and well being through access to low cost healthy meals, exercise classes and social activities.

Indicator one	More people feel improved self esteem and increased awareness of their own health and well being
Level	80 per year
Timescale	Year two

Indicator two	More people report they have better access to sports/exercise classes
Level	140 people
Timescale	Year two

Indicator three	More people report they eat more balanced healthy meals at last twice a week
Level	300 people a year
Timescale	End of project



SIGNED as a DEED on behalf
of the trustees of Future Regeneration of
Grangetown Limited

Signature *Pe Dunlop*

by *Peter E Dunlop*

Signature of Witness *KJ*
Name (in BLOCK CAPITALS) KIM JAMESON

Address

18 LAWSON CLOSE
SOUTH BARK
MIDDLESBROUGH
TS6 6QN

SIGNED as a DEED by
BIG LOTTERY FUND acting by:

Chief Executive/Solicitor to the Fund