

MR01

Particulars of a charge

764505/13

Oyez

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by  
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

TUESDAY



\*A30JR736\*

A12

28/01/2014

#277

COMPANIES HOUSE

**1 Company details**

Company number 0 3 9 3 0 8 3 4

Company name in full Cheltenham YMCA

For official use

**Filing 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 0 1 0 7 2 0 1 4

**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 The Council of the City of Gloucester

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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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

37 St Michael's Square and 23 Brunswick Road,  
Gloucester, Gloucestershire, GL1 2JE  
GR38790  
Full Title Guarantee

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

☐ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

# MR01

## Particulars of a charge

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### 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 HCR,

X

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

# MR01

## Particulars of a charge



### Presenter 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 here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Mark Carter

Company name

Harrison Clark Rickerbys Limited

Address

Ellenborough House, Wellington

Street, Cheltenham,

Gloucestershire G

Post town

County/Region

Postcode

G L 5 0 1 Y D

Country

DX

7415 Cheltenham

Telephone

01242 224 422



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number. 3930834

Charge code. 0393 0834 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2014 and created by CHELTENHAM YMCA was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2014.

*Dx*

Given at Companies House, Cardiff on 29th January 2014



**Companies House**



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

# Land Registry

## Legal charge of a registered estate

Certified a true and complete copy of  
an examined copy of the original this  
27 day of January 2014  
Harrison Clark Rickerbys Ltd Solicitors,  
HCR, Cheltenham

# CH1

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

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.

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 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.

1	Title number(s) of the property GR38790
2	Property all that land known as 37 St Michael's Square and 23 Brunswick Road, Gloucester, Gloucestershire GL1 2JE
3	Date <u>17th January 2014</u>
4	Borrower  CHELTENHAM YMCA  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 03930834  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register  THE COUNCIL OF THE CITY OF GLOUCESTER  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register.  Herbert Warehouse, The Docks, Gloucester GL1 2EQ DX 7516 Gloucester 1

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

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> <p>The Lender covenants with the Borrower as set out at clause 3 (<b>Lender's covenant for Further Advances</b>) in panel 9 and application is hereby made to the Registrar for a note of this obligation to be entered on the register</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 a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of The Council of the City of Gloucester referred to in the charges register "</p>
9	<p><b>Additional provisions</b></p> <p><b>Recitals</b></p> <p>(1) The Borrower is the registered proprietor of the Property which is free from encumbrances</p> <p>(2) The Borrower intends to convert the Property for the purpose of providing supported accommodation, associated offices and community facilities in accordance with the Funding Agreement</p> <p>(3) The Borrower has lodged with the Lender the Drawings and Specification</p> <p>(4) The Borrower has applied to the Lender to exercise the powers vested in it to advance The Principal for the purpose of acquisition of the Property and for the execution of the works required for the purpose referred to above at paragraph 2 and the Lender has accordingly agreed to advance to the Borrower a maximum of £300,000 00 in accordance with the terms of the Funding Agreement, on having repayment secured as set out below, and on the Borrower entering into the covenants contained below</p> <p><b>1. Definitions</b></p> <p>In this legal charge</p> <p>1 1 "the Funding Agreement" means an agreement made between (1) the Lender and (2) the Borrower dated [ ]</p>

- 1 2 "The Works Completion Date" means the 31<sup>st</sup> March 2015
- 1 3 "The End Date" means 30 years less one day from the Works Completion Date
- 1 4 "The Present Advance" means the sum advanced by the Lender to the Borrower on the date of this deed
- 1 5 "The Further Advances" means any sums, not exceeding in aggregate (inclusive of the Present Advance) £300,000 00 that may be advanced by the Lender to the Borrower pursuant to clause 3
- 1 6 "The Principal" means the sum total of the Present Advance and the Further Advances
- 1 7 "The Drawings" and "Specification" bear the same meanings as in the Funding Agreement
- 1 8 "the Works" means the construction of supported accommodation, associated offices and community facilities (or such other supported scheme as the Lender shall approve acting reasonably) and ancillary infrastructure at the Property in accordance with the terms of the Funding Agreement
- 1 9 "the Housing Strategy and Enabling Service Manager" means the person for the time being holding that appointment made by the Council or such other person as the Lender may nominate
- 1 10 "Disposal" means any sale, lease, transfer or other disposition relating to the Property or any part of it which requires registration at the Land Registry for England and Wales
- 1 11 "Head of Legal and Policy Development" means the person for the time being holding that appointment made by the Council or such other person as the Lender may nominate
- 1 12 unless the context otherwise requires  
The singular includes the plural and vice versa, references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and references in the masculine gender include references in the feminine or neuter genders and vice versa
- 1 13 The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation
- 1 14 Any reference in this deed to a clause or schedule without further designation is to be construed as a reference to the clause or schedule of this document so numbered



1 15 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1 16 where any party to this deed for the time being comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

## **2. Payment of Principal**

In consideration of the Present Advance of the Principal paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) and the covenant by the Lender contained in clause 3 the Borrower covenants with the Lender to pay the Principal to the Lender on any Disposal occurring prior to or on the End Date

## **3. Lender's covenant for Further Advances**

The Lender covenants with the Borrower that if and so long as the Borrower observes and performs all his obligations under the covenants on his behalf contained within this deed or implied by statute the Lender will from time to time up to and including the Works Completion Date advance to the Borrower the Further Advance to carry out the Works

## **4. Legal Charge**

The Borrower with full title guarantee charges the Property to the Lender by way of legal mortgage with the payment or discharge of the Principal to the lender and any other money covenanted by this deed to be paid

## **5. Provision for redemption**

If

5 1 on the occurrence of any Disposal prior to the End Date the Borrower pays the Principal to the Lender in accordance with the covenant in clause 2 and all other sums (if any) payable under this deed, or

5 2 the End Date occurs and there has been no prior Disposal of the Property, then the Lender will at the request and cost of the Borrower duly discharge this security

## **6. Borrower's covenants**

The Borrower covenants with the Lender as follows

6 1 The Borrower will before the Works Completion Date complete the Works in accordance with the Funding Agreement and the bye-laws and regulations applicable to the Property and to the satisfaction of the Housing Strategy and Enabling Service Manager

6 2 The Borrower will apply all sums advanced by the Lender from time to time under this deed in connection with the acquisition of the Property and for the purposes specified in clause 6 1 and for none other

**6 3 Insurance**

**Duty to insure**

6 3 1 The Borrower will ensure the Works and the Property are kept insured to the full insurable value thereof with a reputable insurance company approved in writing by the Lender and will punctually pay all premiums under the insurance policy and, if demanded, immediately deliver to the Lender the said policy or policies and the receipt for every such premium

**Indemnity for payments by the Lender**

6 3 2 If the Borrower fails to perform any of his obligations under this clause 6 3 above the Lender may insure the Property and the Borrower will on demand repay to the Lender all expenses incurred by the Lender in so doing and, unless such expenses are repaid by the Borrower, the same shall be added to the Principal hereby secured

**Application of insurance money**

6 3 3 Any money received under any policy of insurance effected or maintained by the Borrower shall at the option and absolute discretion of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and if received by the Borrower will be held on trust for the Lender for this purpose

**6 4 Other charges**

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage pledge charge incumbrance lien or other security interest in the Property other than this security

**6 5 Repair**

6 5 1 The Borrower will keep all buildings fixtures and fittings services and service media in or on the Property in good and substantial repair and good working order and condition

6 5 2 The Borrower will permit the Lender and its officers at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings fixtures and fittings services and service media and to execute such repairs as the Lender considers necessary or proper without the Lender becoming liable as mortgagee in possession

6 5 3 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 6 5 2 above and the same shall be added to the Principal hereby secured

## **7. Agreements and Declarations**

It is agreed as follows

7 1 Notwithstanding anything contained in this deed the balance of the Principal secured by this deed and for the time being unpaid shall become payable on demand if the Borrower fails to observe or perform any of his obligations or any of the conditions contained in this deed or implied by statute On such demand being made the statutory power of sale shall be immediately exercisable The Law of Property Act 1925 section 103 shall not apply to this security

### **7 2 General covenant**

The Borrower will observe and perform all obligations with respect to the Property under any statute and any regulation order or notice made or given by a competent authority

### **7 3 General covenant to produce notices etc.**

- (a) The Borrower will within seven days of receipt of it produce to the Lender any notice requisition or other document requiring compliance with any such statute regulation order or obligation,
- (b) where in any such case a payment must be made the Borrower will produce to the Lender the receipt for the payment If the Borrower fails to make any such payment the Lender may discharge it Any such payment by the Lender shall be added to the Principal hereby secured

## **8. Notices**

All notices to be given under this deed shall be in writing and shall either be delivered personally or sent by first class pre-paid post or by facsimile transmission and shall be deemed duly served

- (a) in the case of a notice sent by first class pre-paid post, two clear business days after the date of dispatch
- (b) where delivered personally or in the case of facsimile transmission, if delivered or sent during normal business hours then at the time of delivery or transmission unless received after 4 00pm in which circumstances it is treated as having been received on the next following business day provided where sent by facsimile transmission that a confirmatory copy is sent by first class pre-paid post or delivered by hand by the end of the next business day

Each notice shall be addressed to the address of the party concerned and in the case of a notice served by the Borrower on the Lender it is addressed to the Head of Legal and Policy Development set out in this deed and in the case of a notice served by the Lender on the Borrower at the Property or to the last known address of the Borrower in Great Britain

**9. Indulgence and waiver**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

**10. Validity and severability**

10 1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

10 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

**11 Governing law and jurisdiction**

This mortgage shall be governed by and construed in accordance with English law

**12 Charities Act Statement**

12 1 The land charged is held Cheltenham YMCA, a non-exempt charity, and this charge 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

12 2 The directors of the charity, being the persons who have the general control and management of its administration certify that

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

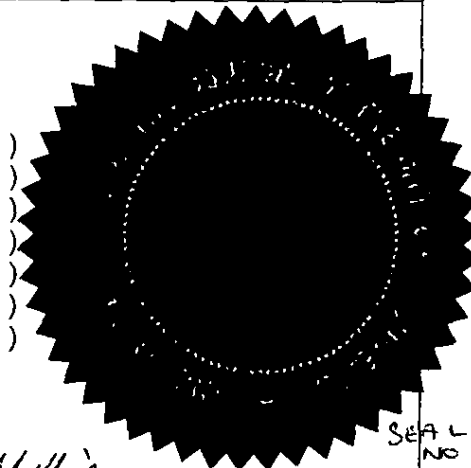
**13. Costs**

The Borrower agrees to pay on demand, and on a full unlimited indemnity basis all costs, charges, expenses and liabilities paid or incurred by the Lender in enforcing this security or in obtaining payment or discharge of the money secured by this security

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

**10 Execution**

THE COMMON SEAL  
of THE COUNCIL OF  
THE CITY OF GLOUCESTER  
affixed hereto is authenticated  
by the undersigned a person  
authorised by the said Council  
to act for that purpose



*Mullins*

Head of Legal and Policy Development

SEAL  
NO  
16560

Executed as a Deed by )  
Cheltenham YMCA acting )  
by a Board Member and )  
its Secretary )

Board Member

*M D Hunt*  
MICHAEL DAVID HUNT

Secretary

*D E Wallace*  
DAVID EUAN WALLACE

**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