



**Registration of a Charge**

Company name: **A & S AGNEW CO LIMITED**

Company number: **05340208**



X71VD0EW

Received for Electronic Filing: **16/03/2018**

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**Details of Charge**

Date of creation: **16/03/2018**

Charge code: **0534 0208 0009**

Persons entitled: **CLARE MARGARET AGNEW**

Brief description: **13 HAREWOOD DRIVE KING'S LYNN NORFOLK PE30 2BS**

**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.**

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**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: **HELEN GODFREY**



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

Company number: 5340208

Charge code: 0534 0208 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2018 and created by A & S AGNEW CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2018 .

Given at Companies House, Cardiff on 20th March 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<sup>th</sup> march 2018

**LEGAL MORTGAGE OF PROPERTY FROM AN INDIVIDUAL SECURING  
SPECIFIC MONIES (OWN LIABILITY)**

between

**A & S AGNEW CO LIMITED**

and

**CLARE MARGARET AGNEW**

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THIS DEED is dated [DATE] 16<sup>th</sup> March 2018

## **PARTIES**

- (1) A & S Agnew Co Limited (Co Regn. No 05340208) whose registered office is Pavillion Tower End Middleton King's Lynn Norfolk PE32 1EE (**BORROWER**).
- (2) Clare Margaret Agnew of Burnley Hall East Somerton Great Yarmouth Norfolk NR29 4DZ ( **LENDER**).

## **BACKGROUND**

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Repayment Date.
- (E) The parties wish to take advantage of one of the exceptions to the Consumer Credit Act 1974.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this mortgage.

**Business Day:** a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

**Encumbrance:** 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.

**Event of Default:** any event or circumstance listed in *Schedule 5*.

**Loan:** The sum of £50,000.00.

**LPA 1925:** the Law of Property Act 1925.

**Property:** the leasehold property (whether registered or unregistered) owned by the Borrower described in *Schedule 1*.

**Repayment Date:** 16<sup>th</sup> June 2018.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan[, the Agreement] and this mortgage.

**Security Period:** the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**VAT:** value added tax.

## 1.2 Interpretation

In this legal mortgage:

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **this mortgage** (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly); and
- (h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.
- (i) if there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

## 1.3 Nature of security over real property

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) 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;
- (c) 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
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

#### **1.4 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage.

#### **1.5 Third party rights**

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage.

#### **1.6 Schedules**

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

### **2. LOAN**

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

### **3. PURPOSE OF LOAN**

The Borrower shall use the Loan to purchase the Property.

### **4. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default.



**5. GRANT OF SECURITY**

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

**6. PERFECTION OF SECURITY**

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 18<sup>th</sup> March 2015 in favour of Clare Margaret Agnew referred to in the charges register or their conveyancer.

**7. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period.

**8. COVENANTS**

The Borrower covenants with the Lender in the terms set out in *Schedule 3*.

**9. POWERS OF THE LENDER**

The Lender shall have the powers set out in *Schedule 4*.

**10. ENFORCEMENT OF SECURITY**

**10.1 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 mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

**10.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

**11. COSTS AND INDEMNITY**

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

This mortgage or the Property.

Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

**12. RELEASE**

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

**13. ASSIGNMENT AND TRANSFER**

**13.1 Assignment by the Lender**

The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person.

**13.2 Assignment by the Borrower**

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

**14. CONTINUING SECURITY**

**14.1 Continuing security**

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

#### **14.2 Rights cumulative**

The rights and powers of the Lender conferred by this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

#### **14.3 Waivers**

Any waiver or variation of any right by the Lender (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

#### **14.4 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

#### **14.5 Delay**

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

#### **14.6 Counterparts**

This mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

### **15. NOTICES**

#### **15.1 Service**

Each notice or other communication required to be given under, or in connection with, this mortgage shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent:
  - (i) to the Borrower at:

Pavillion Tower End Middleton King's Lynn Norfolk PE32 1EE

Attention: Stephen Agnew

(ii) to the Lender at:

Burnley Hall East Somerton Great Yarmouth Norfolk NR29 4DZ

Attention: Clare Margaret Agnew

or to such other address or fax number as is notified in writing by one party to the other from time to time.

#### **15.2 Receipt by Borrower**

Any notice or other communication that the Lender gives shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in this clause 15.2(a) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

#### **15.3 Receipt by Lender**

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

#### **16. GOVERNING LAW**

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1 Property**

13 Harewood Drive, King's Lynn, Norfolk PE30 2BS registered under Title Number NK53223

## **Schedule 2 Representations and warranties**

### **1. OWNERSHIP OF PROPERTY**

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

### **2. NO ENCUMBRANCES**

The Property is free from Encumbrances the Encumbrance created by this mortgage.

### **3. ADVERSE CLAIMS**

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. ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

### **5. NO BREACH OF LAWS**

There is no breach of any law or regulation which materially adversely affects the Property.

### **6. NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

### **7. NO OVERRIDING INTERESTS**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

### **8. AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

### **9. NO PROHIBITIONS OR BREACHES**

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

## **Schedule 3 Covenants**

### **Part 1. General covenants**

#### **1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

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

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) 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
- (c) create or grant any interest in the Property in favour of a third party.

#### **2. PRESERVATION OF PROPERTY**

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

#### **3. ENFORCEMENT OF RIGHTS**

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

#### **4. COMPLIANCE WITH LAWS**

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

#### **5. NOTICE OF BREACHES**

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in *Schedule 2*; and
- (b) any covenant set out in *Schedule 3*.

## **Part 2. Property covenants**

### **1. REPAIR AND MAINTENANCE**

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

### **2. NO ALTERATIONS**

2.1 The Borrower shall 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 of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of Schedule 3).

2.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

### **3. DEVELOPMENT RESTRICTIONS**

The Borrower shall not, without the prior written consent of the Lender:

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed.

### **4. INSURANCE**

4.1 The Borrower shall insure and keep insured (or where insurance is the responsibility of the landlord under the terms of the lease, procure that the landlord insures and keeps insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.



- 4.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 3, Schedule 3 (or where such insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

**5. INSURANCE PREMIUMS**

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

**6. NO INVALIDATION OF INSURANCE**

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

**7. INSURANCE POLICIES' PROCEEDS**

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

**8. LEASES AND LICENCES AFFECTING THE PROPERTY**

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 8(c), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- (a) 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

- (b) 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; or
- (c) grant any consent or licence under any lease or licence affecting the Property.

**9. NO RESTRICTIVE OBLIGATIONS**

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

**10. PROPRIETARY RIGHTS**

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

**11. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

**12. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Borrower shall:

- 12.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 12.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

**13. PAYMENT OF RENT AND OUTGOINGS**

The Borrower shall:

- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

**14. INSPECTION**

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

#### **Schedule 4 Powers of the Lender**

##### **1. POWER TO REMEDY**

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

##### **2. EXERCISE OF RIGHTS**

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

## **Schedule 5 Events of Default**

### **1. NON-PAYMENT**

The Borrower fails to pay any sum payable by it under this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this mortgage.

### **2. NON-COMPLIANCE**

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

### **3. MISREPRESENTATION**

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

### **4. INSOLVENCY**

- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower.

## **Schedule 6 Repayment**

### **1. REPAYMENT**

In consideration of the Lender making the Loan available to the Borrower, the Borrower covenants and undertakes as follows:

- 1.1 To repay the Loan to the Lender on the Repayment Date; and
- 1.2 To pay interest on the principal of the Loan at the rate of 5% per annum for the time being in force calculated on a daily basis from the date of this agreement, and interest in accordance with this clause will be payable monthly on the first day of each month in advance. The first payment of interest being paid on the next following payment date in respect of the period from the date of this agreement to that date, and the final payment of interest being made on the Repayment Date (or on such earlier date as the Loan may be repaid in full) in respect of the period from the previous monthly payment date up to that date.
- 1.3 In the event that the loan is not repaid on the Repayment Date interest will then be increased to 7% per annum.

Signed as a deed by Stephen  
Hardcastle Agnew a Director of A & S  
Agnew Co Limited in the presence of:



Signature

Signature

Name ...

Address .

Occupation

Signed as a deed by Clare Margaret  
Agnew in the presence of:

.....  
Signature

Signature .....

Name .....

Address .....

.....

Occupation .....