



**Registration of a Charge**

Company Name: **CHIGWELL SCHOOL**

Company Number: **05846105**



Received for filing in Electronic Format on the: **06/12/2023**

XCHT0200

**Details of Charge**

Date of creation: **24/11/2023**

Charge code: **0584 6105 0007**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A LEGAL MORTGAGE OVER THE FREEHOLD PROPERTY KNOWN AS 129-131 HIGH ROAD, CHIGWELL, IG7 6QF, HM LAND REGISTRY TITLE NUMBER EX893143.**

**Contains negative pledge.**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HSBC UK BANK PLC**



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

Company number: 5846105

Charge code: 0584 6105 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2023 and created by CHIGWELL SCHOOL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2023 .

Given at Companies House, Cardiff on 11th December 2023

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**

## LEGAL MORTGAGE

24-11-2023

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Mortgage Details	
<b>You/Your</b>	Chigwell School, a company limited by guarantee with registered number 05846105 and a registered charity pursuant to the Charities Act 2011, registered with the Charity Commission with registered number 111508.
<b>Us/We</b>	HSBC UK Bank plc (with registered number 09928412), whose address for service for entry on the register is HSBC UK Bank plc, Customer Service Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Mortgage to.
<b>The Property</b>	Property address: Freehold property known as 129-131 High Road Chigwell IG7 6QF Land Registry title number: EX893143
<b>Your assets that are secured</b>	By entering into this Mortgage you are giving us security over the Property and your other assets listed in clause 3.
<b>Your obligations to us that are secured</b>	You give us security under this Mortgage for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Debt').

Bank Reference: SC9153198344

Form of charge filed at H.M. Land Registry under reference:  
MD1574B

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revision)

**1. MEANING OF WORDS**

- 1.1 The definitions in the Key Mortgage Details table apply to the rest of this Mortgage.
- 1.2 Our Mortgage Deed Conditions (2021 edition) (the "**Conditions**") are incorporated into this Mortgage.

**2. WHAT YOU AGREE TO PAY US**

- 2.1 You will pay us, on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

**3. THE SECURITY YOU GIVE US**

You give us, with full title guarantee, and as continuing security for the payment of the Debt:

- 3.1 a legal mortgage over the Property;
- 3.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right title and interest in:
- 3.2.1 all amounts due or owing to you in respect of the Property including under any lease or other right of occupation and any guarantee, security or other rights you have in relation to those amounts;
- 3.2.2 all rights under policies of insurance;
- 3.2.3 the benefit of all rights, documents, undertakings and warranties relating to the Property;
- 3.2.4 all goodwill of any business carried on at the Property at any time;
- 3.3 a first fixed charge over all your present and future right, title and interest in or to all shares and membership rights mentioned in clause 3 of the Conditions.
- 3.4 You will hold any Asset on trust for us if the security over it is ineffective.

**4. YOU AGREE TO REGISTER A RESTRICTION AT THE LAND REGISTRY**

You consent to us making an application to the Chief Land Registrar to enter the following restriction against the title of any land or property which is or becomes registered at the Land Registry and which is secured under this Mortgage:

"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 24-11-23 in favour of HSBC UK Bank plc referred to in the Charges Register"

**5. CHARITIES ACT 2011**

- 5.1 The Property is held by Chigwell School, a non-exempt charity, and the security created pursuant to this Mortgage does not fall within section 124(9) of the Charities Act 2011 and the restrictions imposed by section 124 of the Charities Act 2011 apply.
- 5.2 The directors of the mortgagor, being the persons who have the general control and management of its administration, certify that they have power under the provisions establishing the mortgagor and regulating its purpose and administration to effect this Mortgage and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

**IN WITNESS** of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above

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**This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.**

**We Roseanne Serrelli (Director) and Kevin Harmsworth (Secretary) being a director and Secretary of Chigwell School (a company limited by guarantee and a registered charity) (being the persons who have general control and management of its administration) certify in the name and on behalf of the directors, that we have the power under the provisions establishing the charity and regulating its purposes and administrations to grant the security confirmation contained in this deed and that we have obtained and considered such advice as is mentioned in Section 124(2) of the Charities Act 2011.**

**Executed as a deed by** )  
 )  
Chigwell School )  
 )  
**acting by** )  
**two directors or a director and the** )  
**secretary** )

**Director**  
(name of director)

Roseanne Serrelli



Kevin Harmsworth ...

**Secretary**

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