



Registration of a Charge

Company name: **MW Leisure Estates Ltd**

Company number: **06038489**



X5L9O8A1

Received for Electronic Filing: **06/12/2016**

Details of Charge

Date of creation: **30/11/2016**

Charge code: **0603 8489 0005**

Persons entitled: **AMICUS ASSET FINANCE GROUP LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS BUCKDEN MARINA & LEISURE CLUB, MILL ROAD, BUCKDEN ST, NEOTS, PE19 5QS TITLE NO. CB153810**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEXANDER PRICE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6038489

Charge code: 0603 8489 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2016 and created by MW Leisure Estates Ltd was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2016 .

Given at Companies House, Cardiff on 7th December 2016

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 30 November **2016**

**(1) AMICUS ASSET FINANCE GROUP
LIMITED**

(2) MW LEISURE ESTATES LIMITED

LEGAL CHARGE

Reference: SEC/381582.13

SHAKESPEAREMARTINEAU

**No 1 Colmore Square, Birmingham, B4 6AA
DX 721090 Birmingham 43**

I have seen the original document
and I certify that this is a complete
and accurate copy of the original

and I certify that this is a true likeness of

Signature

Name Alexander Pico

Status Solicitor

Date 6/12/16 1

Shakespeare Martineau LLP
Solicitors
No 1 Colmore Square
Birmingham
B4 6AA

THIS LEGAL CHARGE is dated

30 November

2016

BETWEEN:

- (1) **AMICUS ASSET FINANCE GROUP LIMITED (formally known as Norton Folgate Capital Group Limited)** (company number: 04286156) whose registered office is at c/o Amicus, 7 Air Street London W1B 5AD (the "**Lender**"); and
- (2) **MW LEISURE ESTATES LTD** (company number 06038489) whose registered office is at Christopher House 94b London Road Leicester LE2 0QS (the "**Chargor**").

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge:

"**Business Day**" means any day (other than a Saturday or Sunday) on which clearing banks are open for normal banking business in sterling in the City of London;

"**Charge**" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

"**Charged Property**" means the property, assets, debts and rights charged to the Lender by this Charge and includes any part thereof or interest therein.

"**Encumbrance**" means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

"**Expenses**" means all interest, commission, fees and legal and other costs, charges and expenses which the Chargor or any Receiver may charge or incur in relation to the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

"**Full Title Guarantee**" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

"**HPA**" means the Hire Purchase Agreement entered into by the Chargor with the Lender and dated on or about the date hereof;

"**Interest Rate**" is 2% above Lloyds Bank Plc base rate.

"**Property**" means the freehold property referred to in the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

"**Receiver**" means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise.

"**Secured Liabilities**" shall mean all monies and liabilities now or after the date of this Deed due from the Chargor (including but not limited to any monies due under the HPA) to the Lender whatsoever in any manner and in any currency or currencies and whether present or future actual or contingent whether incurred solely or jointly with any other person and whether as principal or surety together with all costs charges and

expenses incurred by the Lender except for any obligation which if it were included here would constitute unlawful financial assistance or its equivalent in any other jurisdiction.

1.2 Interpretation

In this Charge:

- (a) the expressions "Chargor" and "Lender", where the context admits, include their respective successors in title and assigns;
- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (c) words importing the singular are to include the plural and vice versa;
- (d) "including" shall not be construed as limiting the generality of the words preceding it;
- (e) any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

2. COVENANT TO PAY

- 2.1 The Chargor hereby covenants with the Lender that it will on such date or dates as provided by clause 2.2 pay and discharge the Secured Liabilities.
- 2.2 The Secured Liabilities shall be repaid or discharged by the Chargor on the earliest of:-
 - 2.2.1 receipt of demand in writing by the Lender upon your breach of this charge or any covenants contained herein or in the HPA; or
 - 2.2.2 your sale of the Property.

3. SECURITY

- 3.1 The Chargor charges to the Lender with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:
 - (a) by way of legal mortgage the Property and all buildings and fixtures from time to time on the Property.
 - (b) by way of assignment all amounts now or hereafter owing to the Chargor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Property together with in each case, the proceeds thereof and all rights to recover the same, provided that upon payment to the Lender in full of the Secured Liabilities the Lender shall re-assign the benefit of such amounts to the Chargor.
- 3.2 The Chargor hereby assigns absolutely to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Chargor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 3.3 The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver.

4. **RESTRICTIONS**

4.1 The Chargor shall not without the prior written consent of the Lender:

- (a) create or permit to subsist or arise any Encumbrance (other than an Encumbrance existing at the date of this Charge which has prior to the delivery of this Charge been disclosed to the Lender) or any right or option on the Property or any part thereof;
- (b) sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Charged Property or agree to do any of the foregoing;
- (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing (save that the Lender's execution of this Charge shall act as consent for all tenancies notified to it prior to the date hereof)
- (d) The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.

5. **COVENANTS BY THE CHARGOR**

5.1 The Chargor covenants with the Lender at all times during the continuance of this security:

- (a) *Repair* To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Lender free access at all times on reasonable notice to view the state and condition of the Property and if the Chargor shall fail to do so the Lender may at any time thereafter enter upon the Property or any part thereof (without the Lender being thereby rendered liable to account as mortgagee in possession) to execute such repairs as in the reasonable opinion of the Lender may be necessary and the Chargor will on demand pay to the Lender all expenses incurred by the Lender and will pay interest calculated on a daily basis at the Interest Rate from the date of demand until repayment of all monies.
- (b) *Insurance* To keep the Charged Property insured with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value with the Lender's interest noted on the policy, or at the Lender's option with the Lender named as co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.
- (c) *Proceeds* To apply any insurance proceeds (if the Lender requires them to be so applied) in making good the loss or damage to the Charged Property or at the Lender's option in or towards the discharge of the Secured Liabilities and pending such application the Chargor will hold such proceeds in trust for the Lender.
- (d) *Alterations* Not without the previous written consent of the Lender (such consent not to be unreasonably withheld) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.
- (e) *Planning* To comply with all relevant licences, consents, permissions and conditions from time to time granted or imposed by the Planning Acts and not without the prior

written consent of the Lender make any planning application or enter into any planning agreement with any relevant planning authority affecting the Property.

- (f) *Value Added Tax* The Chargor warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Lender.
- (g) *Possession* To keep the Property always in its possession and available for disposal with vacant possession (subject to any lease or tenancy granted by the Chargor with the Lender's prior written consent) and shall not without the prior written consent of the Lender assign, transfer, mortgage or otherwise howsoever dispose of the Property or grant any rights or create any other encumbrances howsoever affecting the Property.
- (h) *Value* Not to do or cause or permit to be done anything which might depreciate, jeopardise or otherwise prejudice the value to the Lender of the security created by this Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.

- 5.2 If the Chargor shall fail to comply with any of the obligations under clause 5.1 then the Lender may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Chargor on demand, and until so reimbursed, shall carry interest at the Interest Rate from the date of payment to the date of reimbursement.

6. **ENFORCEMENT**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Chargor of any of the provisions of this Charge.

7. **APPOINTMENT AND POWERS OF RECEIVER**

- 7.1 At any time after this charge has become enforceable or if requested by the Chargor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 7.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 7.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:
- (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;

- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (c) to borrow moneys from the Lender or others on the security of the Charged Property for the purpose of exercising any of his powers;
- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- (f) to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
- (g) to make and effect all repairs and improvements;
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- (i) carry on any business at any time carried on by the Chargor at the Property;
- (j) to purchase materials, tools, equipment, goods or supplies;
- (k) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (l) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- 7.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

8. **LENDER'S LIABILITY**

- 8.1 In no circumstances shall the Lender be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received by the Lender.
- 8.2 In no circumstances shall the Lender be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Lender its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

9. **PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether

any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver.

10. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.

11. POWER OF ATTORNEY

11.1 The Chargor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the Attorney and Attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

11.2 The power of attorney hereby granted is irrevocable and is granted by way of security for value as part of the security constituted by this Charge.

12. LENDER'S RIGHTS

12.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise.

12.2 The Chargor agrees that at any time after this Charge becomes enforceable:

(a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;

(b) the Lender may as agent of the Chargor remove and sell any chattels on the Property.

12.3 This Charge is granted in favour of the Lender for itself.

12.4 The perpetuity period applicable to this Charge shall for the purposes of the Perpetuities and Accumulations Act 1964 be the period of 80 years.

13. COSTS AND INDEMNITY

13.1 All costs, charges and expenses incurred by the Lender in relation to this Charge or the Secured Liabilities shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property.

13.2 The Lender and every Receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and

expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

14. CONTINUING SECURITY

14.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

14.2 Section 93 of the Law of Property Act 1925 shall not apply to this Charge.

15. NOTICES

15.1.1 Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter.

15.1.2 The address and fax number of the Lender for any communication or document to be made or delivered under or in connection with this Charge is as set out above and the Fax No: is 0870 763 2001 or any substitute address or fax number as the Lender may notify to the other parties by not less than five Business Days' notice.

15.1.3 The address of the Chargor for any communication or document to be made or delivered under or in connection with this Charge is as set out above or any substitute address as the Chargor may notify to the other parties by not less than five Business Days' notice.

15.1.4 Subject to clause 15.1.5 below, any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective:-

15.1.4.1 if by way of fax, when received in legible form; or

15.1.4.2 if by way of letter, when it has been delivered to the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

15.1.5 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender.

15.1.6 The Lender may rely upon any communication by telephone, fax or email purporting to be on behalf of the Chargor by anyone notified to the Lender as being authorised to do so, without enquiry by the Lender as to authority or identity. The Chargor agrees to indemnify the Lender against any liability incurred or sustained by the Lender as a result.

16. MISCELLANEOUS

16.1 The Lender may freely and separately assign or transfer any of its rights under this Charge or otherwise grant an interest in any such rights to any person or persons. On request by the Lender, the Chargor shall immediately execute and deliver to the Lender any form of instrument required by the Lender to confirm or facilitate any such assignment or transfer or grant of interest.

16.2 The Chargor must not assign, novate or otherwise deal with any rights, interests or obligations under this Charge.

- 16.3 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 16.4 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 16.5 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 16.6 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 16.7 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 16.8 If two or more persons sign this Charge each of those persons shall be liable individually and jointly for all the obligations under this Charge.

17. **THIRD PARTIES**

Subject as set out in this Charge nothing in this Charge confers or is intended to confer on any person who is not a party to this Charge or has not adhered by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contract (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible.

18. **LAW AND JURISDICTION**

This Charge and any non-contractual obligation arising out of or in connection with this undertaking shall be governed by and construed in accordance with English law.

19. **REGISTERED LAND**

The Chargor hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Chargor's 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 2016 in favour of Amicus Asset Finance Group Limited referred to in the charges register.'

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE

PROPERTY

Means All that Freehold Property known as Buckden Marina & Leisure Club Mill Road Buckden St Neots PE19 5QS and registered at the Land Registry with title absolute under title number CB153810

IMPORTANT

YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS LEGAL DOCUMENT.

EXECUTED (and delivered on the date hereof) as a deed by **MW LEISURE ESTATES LTD** acting by[]

in the presence of:

Director

Witness signature:

Full name:

Address:

Occupation: