

MR01

Particulars of a charge

004591/123



Companies House



Go online to file this information
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A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02.

FRIDAY



A17 *A6C3FD97* #364
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is
accompanied by a 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. **Do not send the original.**

1 Company details

Company number

06065344

Company name in full

P. D. BUNCLARK DESIGN & BUILD LIMITED

For official use
1
→ **Filling 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

28 07 2017

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

JANET BARBARA NORMAN

Name

ANN PATRICIA CLINTON

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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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Land on the South West side of Maple
Villa, Ledgers or, Weobley. Herefor
HR4 8RS

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☒ Yes

☐ No

8 Trustee statement ^①

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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X

P. D. Binklok

X

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

TRUDIE NICHOLAS

Company name

JA MATTHEWS JUNCTIONS LTD

Address

BROADWAY HOUSE

32-35 BROAD STREET

HEREFORD

Post town

County/Region

Postcode

HR4 9AR

Country

ENGLAND

DX

17204 HEREFORD

Telephone

01432 352121



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6065344

Charge code: 0606 5344 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2017 and created by P.D. BUNCLARK DESIGN & BUILD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2017.

A handwritten signature in black ink, appearing to be 'DZ'.

Given at Companies House, Cardiff on 15th August 2017



Companies House



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

Land Registry

Legal charge of a registered estate

CH1

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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: HE39014
2	Property: Land on the south west side of Maple Villa, Ledgemoor, Weobley, Hereford HR4 8RJ
3	Date: 28 JULY 2017
4	Borrower: P. D. Bunclark Design & Build Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06065344 <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: (1) Janet Barbara Norman and (2) Ann Patricia Clinton <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: (1) 11 Orchard Close, Moreton On Lugg, Hereford HR4 8DG (2) Rogans View, 59 The Hamlet, Stoke Edith, Hereford HR1 4HQ

Certified to be a true copy of the original

Dated this 28 day of JULY 2017

T.A. MATTHEWS Ref. JN

T A Matthews Broadway House, 32-35 Broad Street, Hereford HR4 9AR

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.

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.

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:
See Clause 10 of the Schedule.

9 Additional provisions
See attached Schedule.

10 Execution

Executed as a deed by
P. D. Bunclark Design & Build Limited
acting by a director and its secretary

Signature *P. D. Bunclark*
Director

Signature
P. D. Bunclark Secretary

Signed as a deed by
Janet Barbara Norman
in the presence of:

Signature

Signature of witness
Name (in BLOCK CAPITALS)
Address

Signed as a deed by
Ann Patricia Clinton
in the presence of:

Signature

Signature of witness
Name (in BLOCK CAPITALS)
Address

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.

LEGAL CHARGE SCHEDULE

1. Charge

As continuing security for the payment to the Lender of the Secured Liabilities, the Borrower, with full title guarantee:

- (1) charges the Property to the Lender by way of a first legal mortgage, and
- (2) charges to the Lender, by way of a first fixed charge, all furniture and fittings now or from time to time placed on or used in or about the Property, all insurance policies relating to the Property and to other charged assets and the proceeds of that insurance, and all other interests in the Property and all rents, rights, licences, warranties, guarantees and contracts relating to it.

2. Secured Liabilities

The Secured Liabilities are:

- (1) the principal sum of Eighty Five Thousand pounds (£85,000) ('the Principal Sum') which shall be repaid to the Lender on 28 January 2019 or earlier on demand after Default
- (2) on a full indemnity basis and within 10 days of written demand, all reasonable and proper expenses directly incurred by the Lender in connection with the registration or enforcement of this deed or the exercise of any powers or remedies under it, together with interest on those expenses from the date on which the costs are due until repaid at the rate of 4% per cent per year above the base lending rate of HSBC Bank plc (both after and before any judgment).

3. Borrower's Covenants

The Borrower covenants with the Lender:

- (1) to pay the Secured Liabilities to the Lender in accordance with clause 2
- (2) to comply with all statutes and covenants affecting the Property and any requirements lawfully imposed under them
- (3) to pay all present and future rates taxes and outgoings relating to the Property
- (4) to keep the Property in good and substantial repair and condition
- (5) to give the Lender or any receiver appointed by the Lender immediately on receipt a copy of any notice issued under any statute relating to the Property and to take such steps in relation to it as the Lender may reasonably require
- (6) not to create or permit any other mortgage or charge or any lien, option, contract, right of pre-emption or other encumbrance over, or dispose of, the Property without the prior consent of the Lender
- (7) not to do anything which may depreciate, jeopardise or otherwise prejudice the value of this security

- (8) to procure that all persons under the Borrower's control comply with the covenants contained in this clause
- (9) to indemnify the Lender and any receiver against all reasonable and proper liabilities reasonably and properly incurred in the proper exercise of their powers under this deed and
- (10) to ratify and confirm any instrument executed and anything else done under the power of attorney contained in clause 7.

4. Exercise of the Lender's powers

The powers given to mortgagees by the Law of Property Act 1925 (the "1925 Act") apply as varied and extended by this deed, and:

- (1) the security created by this deed shall become enforceable and the Lender may take possession, appoint a receiver or exercise its power of sale or any of its other powers at any time without making a demand or giving notice (and even if no part of the Secured Liabilities is then due) if there shall be Default
- (2) the Lender may agree the reasonable and proper remuneration and expenses of any receiver
- (3) the Lender may (so far as the law allows) remove a receiver it has appointed and appoint another in his place
- (4) any purchaser or other third party dealing with the Lender or a receiver in good faith and for valuable consideration may assume that all the Lender's powers have arisen and are exercisable at any time after the date of this deed without requiring evidence that any mortgage money is due and has been demanded.

5. The Lender's powers

In addition to the powers under the 1925 Act, the Lender may:

- (1) take over the management of the Property
- (2) grant, vary or accept a surrender of any lease of the Property, or agree to do so, without restriction and without going into possession of the Property, and give a valid receipt for any premium or other payment so obtained
- (3) apply for planning permissions, building regulation approvals and other permissions, consents or licences relating to the Property
- (4) purchase any additional interest in the Property or any interest in any additional land for the purpose of preserving or enhancing the value of the Property (and any such additional land shall then be treated as included in the Property)
- (5) carry out repairs, alterations or additions to the Property or complete any works already commenced at the Property and remedy any breach of the Borrower's covenants in this deed relating to the Property
- (6) manage any business carried on at the Property

- (7) sell, convert into money and realise the Property (without the restrictions contained in the 1925 Act)
- (8) negotiate for any compensation payable under statute for the acquisition of the Property, make objections to any proposed acquisition of the Property and represent the Borrower for any such purposes
- (9) conduct any litigation and compromise any claim relating to the Property
- (10) effect insurance in respect of the Property or any related contingency
- (11) engage or employ contractors, workmen and professionals, purchase materials and equipment, and do anything else incidental to, or necessary or desirable for, any of the above purposes.

6. Receivers

- (1) Any receiver appointed by the Lender under clause 4 shall have all the powers contained in the 1925 Act without the restrictions contained in Section 103 of that Act and in addition may exercise the same powers as set out in clause 5 and may borrow and secure on the Property the payment of money, whether or not in priority to the Secured Liabilities
- (2) So far as the law allows, the receiver shall be deemed to be agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts defaults and remuneration and the Lender shall not be responsible for them.

7. Further documents and power of attorney

- (1) The Borrower shall execute any instrument or do anything else required by the Lender to perfect, protect or give effect to the Lender's security under this deed
- (2) The Lender or any receiver may complete any transaction relating to the Property by executing any instruments as a deed in the name of the Borrower
- (3) The Borrower irrevocably and by way of security appoints the Lender and separately any receiver (and if more than one then each individually) to be the attorney of the Borrower in the name and on behalf and as the act and deed of the Borrower to execute any instrument (as a deed of otherwise) and do anything else as the Lender or such receiver shall (having absolute discretion) think fit for the exercise of any of their powers under this deed.

8. Accounts and Financial Matters

- (1) Any expenditure properly incurred by the Lender for the protection of this security together with interest shall be charged on the Property, without affecting any other remedy available to the Lender
- (2) The Lender shall not be liable for any involuntary losses that may occur in the exercise of any of its powers and, without limitation, nothing done by or on behalf of the Lender will render the

Lender liable to account as a mortgagee in possession for any sums other than its actual receipts

- (3) The provisions of Section 93 of the 1925 Act shall not apply and neither this charge nor any other security held by the Lender for any of the liabilities of the Borrower shall be released until all such liabilities have been discharged, but this deed shall not otherwise affect any such other security
- (4) The Lender has the right to apply payments received from the Borrower, or arising from the exercise of the Lender's powers, to reduce the Secured Liabilities in such order as the Lender shall decide
- (5) All money received by a receiver in the exercise of any powers under this deed shall be applied first to discharge any of the receiver's borrowings and then to discharge the receiver's remuneration and expenses and any balance shall be applied in respect of any liabilities having priority to the Secured Liabilities and then in or towards satisfaction of the Secured Liabilities in such order as the Lender shall decide
- (6) If the Lender receives notice of any other mortgage, charge or other similar interest affecting the Property, it may open a new account or accounts with the Borrower and if the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received the notice and as from that time all payments made by the Borrower to the Lender shall be first applied in reducing any Secured Liabilities arising after that time
- (7) The Lender may, without giving prior notice, set off any Secured Liabilities against any amount owed by the Lender to the Borrower
- (8) This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or anything else, unless and until the Lender discharges it.
- (9) When the Borrower has paid all Secured Liabilities the Lender will promptly discharge this security and supply to the Borrower a duly executed DS1.
- (10) Without prejudice to the other terms of this Agreement and statute, the Lender and the Borrower shall be responsible for their own professional and other costs, charges, fees and expenses arising out of the operation of the provisions of clause 8 of this Agreement.

9. General Provisions

- (1) Where the Borrower is more than one person, their covenants and obligations are joint and several, references to the Borrower are references to all or any one or more of them, and the Secured Liabilities include their joint and individual liabilities; but none of them shall have the protection of law given to a surety as regards the liabilities of any of the others
- (2) All notices, consents and demands must be in writing
- (3) Any demand, notice or other communication to the Borrower may be delivered or posted to The Willows Moreton-on-Lugg, Herefordshire HR4 8DQ or any other address notified by the

Borrower to the Lender ("the Borrower's address") or may be faxed to a telephone number notified by the Borrower to the Lender. Anything delivered to the Borrower's address will take effect on delivery; anything posted to it will take effect on the second business day after posting; anything transmitted by fax will take effect immediately if transmitted before 4.00pm or if later on the next business day; and in each case whether or not it is actually received by the Borrower

- (4) Any notice from the Borrower to the Lender will take effect
- (5) In this deed (unless the context otherwise requires) the single includes the plural and vice versa, the masculine includes the feminine and neuter, "person" includes a body of persons whether corporate or unincorporated, "the Property" includes any part of the Property, "the Borrower" includes the persons deriving title under the Borrower, and "the Lender" includes its successors and assigns and any person with which it may amalgamate
- (6) "Default" occurs where the Borrower fails to pay the Principal Sum to the Lender when due or if the Borrower enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving a material reduction of its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administration receiver appointed over any of its assets or a petition for the appointment of an administrator over it is presented or it proposes or makes a voluntary arrangement or other composition or arrangement with creditors
- (7) The headings are for assistance only and shall not affect the interpretation of any provision
- (8) References to legislation include existing and future amendments and re-enactments
- (9) The Lender can assign this security or any of its rights and duties under this deed and shall notify the Borrower of the assignee within 10 working days of such assignment; and as from an assignment of this security, this deed shall be read as if the assignee had been named as the Lender
- (10) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in connection with English law, the English courts shall have exclusive jurisdiction and the Borrower submits to that jurisdiction and agrees that any judgment of those courts will bind the Borrower and may be enforced in England and Wales or in any other jurisdiction. Any statements of case and notices in legal proceedings arising out of or relating to this deed may be validly served on the Borrower by delivery to the Borrower's address if it is in England and Wales or if it is not then to the Property addressed to the Borrower, whether or not the Borrower or any person acting as his agent is at the Property
- (11) The Borrower certifies that this Charge does not contravene any of the provisions of its memorandum or articles of association.

10. Land Registry Restriction

The parties shall immediately apply to the Land Registry to enter in the registered title(s) to the Property the following restriction (in Form P):

"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 ^{28 JULY 2017} ~~[date of this deed]~~ in favour of ~~[name of the Lender]~~ referred to in the charges register or its conveyancer."

JANE BARBARA NORMAN and ANN PATRICIA CLINTON