

507157/23.

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'

☒ **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**
You may not use this form to
register a charge where
instrument Use form MR01

MONDAY



A05 *A5GC1VX4* #164
26/09/2016
COMPANIES HOUSE

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 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**



For official use

1 Company details

Company number 0 6 0 6 8 4 2 8

Company name in full Abercynon Rugby Football Club (2005)

→ 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 d 1 d 6 m 0 m 9 y 2 y 0 y 1 y 6

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 Welsh Rugby Union Limited

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

MR01
Particulars of a charge

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 Abercynon Rugby Club, Park Road, Abercynon, Mountain Ash registered at HM Land Registry under title number CYM55066	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X This form must be signed by a person with an interest in the charge	X

MR01

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 Peter Hurn

Company name Hugh James

Address Hodge House, 114-116 St Mary Street

Post town Cardiff

County/Region

Postcode C F 1 0 1 D Y

Country

DX 33000 Cardiff 1

Telephone 029 2022 4871

**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: 6068428

Charge code: 0606 8428 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2016 and created by ABERCYNON RUGBY FOOTBALL CLUB (2005) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2016

Given at Companies House, Cardiff on 30th September 2016



Companies House



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

H M LAND REGISTRY

COUNTY AND DISTRICT. Rhondda Cynon Taff

TITLE NUMBERS CYM55066

PROPERTY The freehold land edged with red on the plan of the above title filed at the Registry and being Abercynon Rugby Club, Park Road, Abercynon, Mountain Ash

BORROWER Abercynon Rugby Football Club (2005) (Company Number 6068428 whose registered office is situate at Park Road, Abercynon, Mountain Ash

UNION The Welsh Rugby Union Limited (Company Number 3419514) whose registered office is situate at The Principality Stadium Westgate Street Cardiff CF10 1NS

SECURED LIABILITIES all or any monies and liabilities which are for the time being and from time to time (and whether before or after demand and/or judgment) due, owing or payable by the Borrower to the Union, whether actually or contingently and, without prejudice to the generality of the foregoing, pursuant to any guarantee provided by the Union of the Borrower's liability to Barclays Bank plc, together with interest, costs and expenses

DATE 16 September 2016

- 1 1 The Borrower with full title guarantee charges as continuing security for the payment and discharge of the Secured Liabilities by way of legal mortgage the Property
- 1 2 The Borrower will pay to the Union the Secured liabilities immediately on demand as and when the same are due for repayment together with interest at a rate of 2% above the base rate from time to time of Barclays Bank plc on the amount demanded until payment in full

2 Other Charges

- 2 1 The Borrower undertakes to the Union that at no time during the subsistence of this Legal Charge will the Borrower create, grant or permit to subsist any mortgage or any other charge (whether fixed or floating) on or over the Property or any part thereof in favour of any third party without the prior written consent of the Union. This prohibition shall apply not only to mortgages but also to any other fixed or floating charges which rank or purport to rank in priority or *par passu* with this security
- 2 2 The Borrower applies to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of the Borrower's title to the Property
"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 16 September 2016 in favour of The Welsh Rugby Union Limited referred to in the charges register or their conveyancer"

3 Repair

- 3 1 The Borrower undertakes to the Union

We hereby certify this to be a true Copy of the original

Dated this 19 day of September 2016

Signed Hugh James

Hugh James
Hodge House
114-116 St Mary Street
Cardiff
CF10 1DY

- 3 1. to keep the Property and all buildings and fixtures in good and substantial repair and not to demolish, pull down or remove or dismantle any of the above without the prior written consent of the Union
- 3 1.2 to permit the Union and any person authorised by it to enter the Property at any time having given reasonable notice to inspect the Property and the state and condition of any buildings or fixtures, and
- 3.1.3 immediately after being required to do so by the Union make good and want of repair in such buildings or fixtures
- 3 2 If at any time the Borrower shall fail to comply with sub-clause 3 1 the Union shall be entitled (but not obliged) to enter the Property with agents appointed by it to carry out such works and do such things as the Union may consider appropriate to remedy such failure. All costs so incurred by the Union shall be reimbursed by the Borrower to the Union on demand and until so reimbursed shall carry interest at the rate (or highest rate if more than one) applicable to the monies and liabilities referred to in clause 1 from the date of such costs being incurred to the date of reimbursement. If the Union exercises any of its powers under this clause this shall not render the Union liable to account as a mortgagee in possession

4 Insurance

4 1 The Borrower undertakes to the Union at all times

- 4.1 1 to keep the Property insured with an insurance company approved in writing by the Union and on such terms as the Union shall approve against loss or damage by fire, or such other risks as the Union shall specify to the full reinstatement value thereof with the Union's interest noted by endorsement on the policy or, if the Union so directs, in the joint names of the Union and the Borrower
- 4 1 2 to pay punctually all premiums and other monies payable and all such insurance and upon request by the Union to produce to the Union and receipts therefor or other evidence of payment, and
- 4 1 3 to deposit all insurance policies relating to the Property with the Union or produce the same to the Union for inspection immediately upon request by the Union
- 4.2 If the Borrower fails to comply with sub-clause 4 1 the Union shall be entitled (but not obliged) to effect or renew any such insurances as mentioned in sub-clause 4 1 either in its own name or in its name or in the name of the Borrower jointly or in the name of the Borrower with an endorsement of the Union's interest. All costs incurred by the Union shall be reimbursed by the Borrower to the Union on demand
- 4 3 All monies received under any insurances shall be held by the Borrower on trust for the Union and applied by the Borrower in or towards satisfaction of the monies and liabilities secured by this Legal charge or, if the Union shall so require, in repairing, replacing, restoring or rebuilding the property damaged or destroyed
- 4 4 The Borrower agrees with the Union that the Borrower shall notify the Union immediately in the event of any claims in respect of such insurances being disputed by the insurance company and shall at the request of the Union take such proceedings that may be necessary to enforce such claim provided that if the Borrower fails to take or pursue proceedings as requested by the Union the Borrower hereby irrevocably appoints the Union as its attorney for

the purpose of commencing, continuing or settling proceedings in the Borrower's name or otherwise on the Borrower's behalf and at the cost of the Borrower and to do all deeds, acts and things which the Union may at its discretion think appropriate

5 Leases, etc

5 1 The Borrower undertakes to the Union that it will not without the prior consent in writing of the Union:

5 1 1 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease or agree to do any of the above

5 1 2 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 any part of it or agree to do any of the above

5 1 3 give any consent, licence or agreement, whether expressly or by conduct, to any assignment of any lease or tenancy of the Property or to any sub-letting under such lease or tenancy or the assignment of any sub-lease or sub-tenancy of the Property or any part thereof

5 2 The Union or any receiver appointed under this security may grant or accept surrenders of leases without restriction

6 Property

The Borrower undertakes to the Union

6 1 to observe and perform the covenants or other provisions contained in any lease relating to the Property or any part thereof and in particular not to take any action or omit to take any action whereby any such lease may be forfeited or the rent payable may be increased

6 2 to perform and observe all restrictive and other covenants or provisions for the time being affecting the Property or any part thereof or the use or enjoyment of the Property or any part thereof

6 3 to comply with all requirements of the Town and Country Planning acts and all building and other regulations and bye-laws affecting the Property or its use

6 4 to observe and comply with all relevant environmental and other acts and regulations and maintain all licences necessary for the purposes of carrying on any business which is carried on at the Property, and

6 5 to pay punctually and to indemnify the Union and any receiver appointed by it against all existing and future rents, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time during the continuance of the security payable in respect of the Property or any part thereof by the owner or occupier thereof and if any such sums shall be paid by the Union or any receiver the same shall be reimbursed by the Borrower on demand

7 Events of Default

Notwithstanding any other provision hereunder all monies and liabilities secured by this Legal Charge shall become immediately repayable forthwith on demand made by the Union to the Borrower

- 7 1 If the Borrower fails to repay any of the liabilities secured by this Legal Charge when due
- 7 2 If there has been any breach non-performance or non-observance of any covenant, agreement, stipulation or provisions contained in this legal charge or any other agreement between the Borrower and the Union including without limit any facility letter or trading provisions or in any act contained or implied on the part of the Borrower to be performed
- 7 3 If any other mortgagee of the Property shall enter into possession of the whole or any part of the Property
- 7 4 If the Property or any part thereof or any interest therein is compulsorily acquired or requisitioned by any public or local authority or is without the previous consent in writing of the Union sold, mortgaged, leased, sub-leased or otherwise disposed of
- 7 5 If the Property or a substantial part thereof shall be damaged or destroyed by any insured risk
- 7 6 If the Borrower (being an individual) shall become bankrupt or enters into any composition or voluntary or other arrangement with or assignment in favour of his creditors generally or have any execution or distress levied upon his goods or if the Borrower (being a company or corporation) shall enter into any voluntary arrangement with its creditors or have an administrator or receiver appointed or have a petition presented for its winding-up or be wound-up whether compulsorily or otherwise (except for the purposes of amalgamation or reconstruction) or if the Borrower (being a club or the committee or trustees of a club) is dissolved or passes a resolution for dissolution or suffers an order for compulsory winding-up to be made or such club, trustee or committee make default in payment of any negotiable instrument which the Borrower or such club was liable to pay or (save in relation to a Borrower which is a company) a bill of sale is executed over any of the chattels of the Borrower
- 7 7 If the Union considers that the whole or any part of the Property is in jeopardy

8 Enforcement

- 8 1 Section 103 of the Law of Property act 1925 shall not apply to this security and the statutory power of sale and other powers shall be exercisable at any time after demand or on any breach by the Borrower of its covenants under this legal charge or the occurrence of an event of Default specified in clause 8
- 8 2 At anytime after the Union shall have made demand for the payment or discharge of any of the monies and liabilities secured by this legal charge the Union may appoint one or more persons to be a receiver or receivers of the whole or any part of the Property and the rents and profits and the income thereof The Union may remove any receiver previously appointed and appoint any person or persons as receiver or receivers, either in place of a receiver so removed or who has otherwise ceased to act or to act jointly with the receiver or receivers previously appointed If at any time by virtue of any such appointment(s) any two or more persons shall hold office as receiver of the same part or parts of the Property each one of such person shall be entitled (unless the contrary shall be specified in the instrument appointing them) to exercise all the powers hereby conferred on receivers by this security individually to the exclusion of the other or others of them
- 8 3 Any such appointment or removal of a receiver and every delegation appointment or removal by the Union in the exercise of any right to delegate its powers or remove delegates contained in this security shall be made by instrument in writing under the hand of any director or officer of the Union or any person authorised in writing by any officer of the Union

8 4 Every receiver at the time holding office by virtue of such appointment shall have power to do the following

8 4 1 to take possession of, collect and get in the property and/or income in respect of which he was appointed

8 4 2 to carry on any business

8 4 3 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land on or forming part of the Property in respect of which he was appointed, including without limitation the power to compete or undertake or concur in the completion or undertaking, with or without modification, of any project in which the Borrower was concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land on or forming part of such property

8 4 4 to sell, or concur in selling, leasing or otherwise disposing of the whole or any part of the Property in respect of which he was appointed

8 4 5 to carry any sale, lease or other disposal of any land or buildings and any other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Borrower and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Borrower

8 4 6 take any such proceedings as he shall think fit in respect of any such property and/or income in respect of which he was appointed in the name of the Borrower or otherwise, including proceedings for rent or other monies in arrears at the date of his appointment and proceedings for the enforcement of any insurance claims

8 4 7 to enter into or make any such agreement, arrangement or compromise as he shall think fit

8 4 8 to insure any such property as he shall think fit

8 4 9 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit

8 4 10 to operate any rent review clause in respect of the property and/or income in respect of which he was appointed or any part thereof and to apply for any new or extended tenancy

8 4 11 to raise or borrow money from the Union or any person to rank for payment in priority to the security constituted by this legal charge and with or without a mortgage or charge on the property and/or income in respect of which he was appointed or any part thereof, and

8 4 12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security hereby constituted

The above powers shall be in addition to and without prejudice to any powers conferred on any receivers by statute

8 5 every receiver so appointed shall be deemed at all times for all purposes to be the agent of the Borrower and the Borrower shall be solely responsible for his acts and defaults and for the payment of his remuneration

8 6 every receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by such agreement between him and the Union, or failing such agreement, to be fixed by the Union (and without being limited to the maximum rates specified in section 109(6) of the Law of Property Act 1925)

8 7 At any time after having made demand for the payment or discharge of any of the monies or liabilities hereby secured the Union itself shall be entitled to exercise the same powers as those conferred on any receiver appointed hereunder by sub-clause 8 4 above

9. Sale of plant and machinery

9 1 If the Borrower is not a Company and in the event of the Union or any receiver appointed by the Union taking possession of the Property the Union or any receiver appointed by the Union is hereby authorised as agent for the Borrower if it or he elects so to do to remove, warehouse, store, sell or otherwise deal with any movable plant, machinery, implements, utensils, furniture, goods and equipment which the Borrower shall fail or refuse to remove from the Property within 7 days of being requested so to do by notice from the Union or any receiver appointed by the Union and neither the Union nor any such receiver shall be liable for any loss or damage occasioned to the Borrower

9 2 The Borrower shall indemnify the Union and any receiver appointed by the Union against all expenses incurred by the Union or any such receiver in relation to removal and storage of such plant, machinery, implements, utensils, furniture, goods and equipment including expenses of removal and storage and against all liability to any third part in respect thereof and such expenses and liabilities shall be charged upon the Property together with interest thereon at the rate of 4% above the base rate of Barclays Bank Plc for the time being in force

9 3 The Union or its receiver as the case may be shall account to the Borrower for the proceeds of any such sale after deducting any such expenses and conditionally upon the Borrower procuring the Union or its receiver as the case may be shall not be liable to the Borrower for any act or omission by any person appointed by it or him to effect such sale or for any failure by any such person to obtain a proper price provided only that such appointment shall have been made by the Union or such receiver in good faith

Nothing contained in this Legal Charge shall give to or confer upon the Union any charges or rights in respect of such moveable plant, machinery, implements, utensils, furniture, goods and equipment or the proceeds of sale thereof which would otherwise constitute this Legal Charge as a bill of sale

10 Power of Attorney

10 1 The Borrower hereby irrevocably appoints the following namely

10 1 1 the Union

10 1 2 each and every person to whom the Union shall from time to time have delegated the exercise of the Power of attorney conferred by this clause, and

10 1 3 any receiver appointed hereunder and for the time being holding office as such,

Jointly and severally to be the attorney or attorneys of the Borrower and in the Borrower's name and otherwise on the Borrower's behalf and as the Borrower's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be

required (or which the Union or any receiver appointed hereunder shall consider as requisite) for enabling the Union and the receiver to exercise the respective powers conferred on them by this legal charge. The Union shall be entitled to delegate the power of attorney conferred by this clause but no such delegation by the Union to any person shall preclude the subsequent exercise of such power by the Union itself or any subsequent delegation thereof by the Union to any other person and the Union may revoke any such delegation at any time.

- 10.2 The Borrower shall ratify and confirm all transactions entered into by the Union or such delegate of the Union or such receiver in the exercise or purported exercise of the Union's or such receiver's respective powers and all transactions entered into, documents executed and things done by the Union or such delegate or such receiver by virtue of the power of attorney given by sub-clause 10.1

11 Costs and Expenses

All costs, charges and expenses for the Union incurred in the exercise of any of the Union's rights, or otherwise in relation to this Legal Charge or in connection with the perfection and enforcement of this security shall be reimbursed to the Union by the Borrower on demand on a full indemnity basis and until so reimbursed shall carry interest at the rate (or highest rate if more than one) applicable to the monies and liabilities referred to in clause

12 Indemnity

The Borrower agrees to indemnify and keep indemnified the Union and any receiver appointed under this Legal Charge against all liabilities, losses, claims, proceedings, costs and expenses suffered or incurred by or brought against the Union or any receiver as a result of any failure by the Borrower to comply with any environmental laws and without prejudice to the above or as a result of the Union or the receiver becoming the owner or the user or occupier of land which is contaminated whether the same was contaminated by the Borrower or by a previous owner or occupier.

13 Severance

Each of the provisions contained in this legal charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or become invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions of this Legal Charge shall not in any way be affected, prejudiced or impaired.

14 Assignment

The Union shall be entitled to assign the whole or any part of the benefit of this legal charge and the term "the Union" wherever used shall be deemed to include its assignees and successors in title.

15 Notices and Demands

- 15.1 Any notice or demand required to be served on the Borrower by the Union hereunder may (if the Borrower is a company) be served on any officer of the Borrower personally, or by letter addressed to the Borrower or to any of its officers left at its registered office or at any one of its principal places of business, or by posting the same by letter addressed in any such manner aforesaid to such registered office or any such principal place of business.

15 2 Any notice or demand required to be served on the Borrower by the Union hereunder may (if the Borrower should be an individual) be served on the Borrower personally or by being left at the last address of the Borrower known to the Union or by posting the same by letter addressed to the Borrower at such address

15 3 Any notice or demand sent by post in accordance with either of the preceding sub- clauses of this clause shall be deemed to have been served on the Borrower at noon on the business day next following the date of posting In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding the letter was in fact not delivered or was returned undelivered

15 4 If the Borrower shall be two or more persons any demand or notice served on one of them (or deemed to have been so served) shall be regarded as effectively served on the other or others of them

15 5 If the Borrower shall be or include an individual who shall have died and if at the material time there shall not have been granted or issued, or the Union shall not have received a copy of the Probate of his Will or Letters of Administration as to his estate and in such case the Union shall not have received any notification in writing of an address for communication with his personal representatives any notice or demand hereunder by the Union may be served in the same manner as if the Borrower was still living and as if his address was the address last known to the Union prior to his death

16 Joint and several liability

If the expression "the Borrower includes more than one person it shall be construed as referring to all or any one or more of those persons and the obligations of the Borrower shall be joint and several

17 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this legal charge

18 Preservation of other security and further assurance

18 1 This Deed is in addition to all other security present or future held by the Union for the Borrower's obligations to the Union and shall not merge with or prejudice such other security or any contractual or legal rights of the Union

18 2 The Borrower will at the Borrower's own cost at the Union's request execute any Deed or document and take any action required by the Union to perfect this security

IN WITNESS whereof the Borrower has duly executed this Deed the day and year first before written

Executed as a Deed by
ABERCYNON RUGBY FOOTBALL CLUB (2005)
In the presence of

Director

Director/Secretary



Executed as a Deed by
THE WELSH RUGBY UNION LIMITED
In the presence of.

Director

Director/Secretary.

