



**Registration of a Charge**

Company Name: **MUSIC AND ARTS PRODUCTION LEEDS**

Company Number: **06274330**



Received for filing in Electronic Format on the: **14/10/2021**

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**Details of Charge**

Date of creation: **29/09/2021**

Charge code: **0627 4330 0003**

Persons entitled: **LEEDS CITY COUNCIL**

Brief description: **HOPE HOUSE, 65 MABGATE, LEEDS, LS9 7DR**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BLACKS SOLICITORS LLP**



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

Company number: 6274330

Charge code: 0627 4330 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2021 and created by MUSIC AND ARTS PRODUCTION LEEDS was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2021 .

Given at Companies House, Cardiff on 15th October 2021

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

29 September

2021

**LEGAL CHARGE**

between

**LEEDS CITY COUNCIL**

and

**MUSIC AND ARTS PRODUCTION LEEDS**

**RELATING TO HOPE HOUSE, 65 MABGATE, LEEDS, LS9 7DR**

Legal Services  
Leeds City Council  
Civic Hall  
Leeds

A76/GSS/392000/112798

THIS LEGAL CHARGE is made this 29<sup>th</sup> day of September 2021

**BETWEEN**

**MUSIC AND ARTS PRODUCTION LEEDS** (Company House No. 06274330) a company limited by guarantee whose registered office is at Hope House, 65 Mabgate, Leeds, LS9 7DR ("the Mortgagor") of the one part and **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ("the Mortgagee") of the other part

**NOW THIS DEED WITNESSETH** as follows:-

**1 Definitions**

In this Legal Charge the following expressions shall have the following meanings:-

- 1.1 "Indebtedness" all monies and liabilities which now are or which may at any time hereafter be due owing or incurred or made by the Mortgagor to the Mortgagee or for which the Mortgagor may be or become liable to the Mortgagee under the terms of the Grant Agreement together with costs charges and expenses and other payments incurred or made by the Mortgagee pursuant to or in relation to this Legal Charge or in enforcing the security hereby created (on a full and unqualified indemnity basis)
- 1.2 "the Grant Agreement" an Agreement of even date herewith made between the Mortgagee(1) and the Mortgagor(2)
- 1.3 "the Mortgaged Property" the freehold property described in the Schedule hereto together with all buildings now or from time to time thereon
- 1.4 "an Event of Default" (i) the happening of an event whereby the Mortgagee is entitled to payment of the Indebtedness pursuant to the provisions of the Grant Agreement or

- (ii) the breach of any of the provisions of this Legal Charge

**2 Entitlement to Indebtedness**

The Mortgagee shall be entitled to demand payment of the Indebtedness at any time immediately upon the occurrence of an Event of Default

**3 Payment of the Indebtedness**

The Mortgagor will on demand following the occurrence of an Event of Default pay and discharge to the Mortgagee the Indebtedness

**4 Power of Sale**

Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge but the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee arise on and be exercisable at any time after the execution of this Legal Charge **PROVIDED** that the Mortgagee shall not exercise the said power of sale until the happening of an Event of Default but this provision shall not affect a purchaser or put him upon enquiry as to whether any such Event of Default has occurred

**5 The Charge**

The Mortgagor with full title guarantee hereby charges the Mortgaged Property by way of legal mortgage with the payment to the Mortgagee of the Indebtedness

**6 Prohibition of dispositions mortgages and dealings**

So long as any money remains owing on this security the Mortgagor:-

- 6.1 will not execute or agree to execute any transfer conveyance or assignment of the Mortgaged Property or permit any person to be registered as Proprietor of the Mortgaged Property or any part thereof without the previous consent in writing of the Mortgagee and in accordance with any condition attaching to such consent

- 6.2 will not exercise any of the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders reserved to the Mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or accept or agree to accept a surrender of any lease or tenancy or allow any person any permission licence or other right to occupy the Mortgaged Property or share possession of the Mortgaged Property or any part thereof or
- 6.3 will not create grant or extend or permit to subsist any mortgage further charge or other security on or over the Mortgaged Property or any part thereof which shall rank or purport to rank in priority to the security hereby constituted or rank or purport to rank *pari passu* with the security hereby constituted **AND** the parties hereby request and the Mortgagor hereby consents to a note of the restriction contained in this Clause being entered on the registered title to the Mortgaged Property
- 6.4 The Mortgagee confirms agrees and declares that it will not withhold consent to any lease transfer conveyance or assignment of part of the Mortgaged Property where it relates to an individual completed dwelling which is being let, transferred, conveyed or assigned subject to a statutory obligation on the part of the Mortgagor (including but not limited to Right to Acquire and Right to Buy).

**7 Restriction on Title of Mortgaged Property**

The parties hereby request and the Mortgagor hereby consents to a restriction in the following terms being placed on the registered title to the Mortgaged Property:

- 8 "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 *29 September 2020* in favour of Leeds City Council of Civic Hall, Leeds, LS1 1UR (ref: A76/GSS/392000/112798) referred to in the charges register or their conveyancer"

**9 Compliance with Covenants**

So long as any money remains owing on this Security the Mortgagor will observe and perform all restrictions covenants stipulations and other matters for the time being affecting the Mortgaged Property.

**10 Consolidation of securities**

Sub-section (1) of section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge

**11 Power of Attorney**

11.1 The Mortgagor hereby irrevocably appoints the following namely:

11.1.1 the Mortgagee

11.1.2 each and every person to whom the Mortgagee shall from time to time have delegated the exercise of the power of attorney conferred by this Clause

jointly and also severally once an Event of Default has occurred to be the attorney or attorneys of the Mortgagor and in the Mortgagor's name and otherwise on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal execute deliver and perfect all deeds and instruments and do all acts and things which may be required (or which the Mortgagee shall consider requisite) for carrying out any obligation imposed on the Mortgagor by or pursuant to this Legal Charge for conveying or transferring any legal or other estate or interest in land and carrying any sale lease or other dealing by the Mortgagee into effect for getting in the Mortgaged Property or any part thereof and generally for enabling the Mortgagee to

exercise the respective powers conferred on it by this Legal Charge or by law. The Mortgagee shall have full power to delegate the power conferred on it by this Clause but no such delegation by the Mortgagee to any person shall preclude the subsequent exercise of such powers by the Mortgagee itself or any subsequent delegation thereof by the Mortgagee to any other person; and the Mortgagee may revoke any such delegation at any time.

11.2 The Mortgagor shall ratify and confirm all transactions entered into by the Mortgagee or such delegate of the Mortgagee in the exercise or purported exercise of the Mortgagee's powers and all transactions entered into documents executed and things done by the Mortgagee or such delegate by virtue of the power of attorney given by sub-clause 10.1 of this Clause

11.3 The power of attorney hereby granted is as regards the Mortgagee and its delegates (and as the Mortgagor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Legal Charge to secure proprietary interest of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

## **12 Protection of Purchaser**

No purchaser or other person dealing with the Mortgagee or its delegate shall be bound to see or inquire whether the right of the Mortgagee to exercise any of its powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Mortgagee shall have lapsed for any reason or been revoked

## **13 Effectiveness of Security**

This Legal Charge shall remain in full force and effect as a continuing security until discharged by the Mortgagee



**14 Costs Charges and Expenses**

The Mortgagor hereby undertakes to indemnify the Mortgagee against all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue) now or at any time hereafter payable in respect of the Mortgaged Property or any part thereof

**15 Insurance**

15.1 The Mortgagor hereby undertakes with the Mortgagee that the Mortgagor will at all times during the subsistence of the security constituted by this Deed insure and keep insured the Mortgaged Property in an office or offices or with other insurers to be approved by the Mortgagee on terms and conditions to be approved by the Mortgagee to the full reinstatement value thereof against loss or damage by fire and such other contingencies and risks as the Mortgagee may from time to time specify in the joint names of the Mortgagor and the Mortgagee or with the interest of the Mortgagee endorsed on the policy or policies or noted (as the Mortgagee may require) and will duly pay the premiums and other sums payable in respect of such policy or policies and immediately after such payment deliver to the Mortgagee the receipt for the same and will if required by the Mortgagee deliver to the Mortgagee for retention during the subsistence of this security the originals or duplicate copies (as the Mortgagee may specify) of all policies of insurance maintained by the Mortgagor and the Mortgagor will hold in trust for the Mortgagee all money which may at any time be received or receivable under any policies of insurance covering any part of the Mortgaged Property against such risks as aforesaid and (at the Mortgagee's option) will pay such money to the

Mortgagee or shall apply the same in replacing restoring or reinstating that part of the Mortgaged Property which is destroyed or damaged.

- 15.2 If default shall be made by the Mortgagor in complying with sub-clause 15.1 it shall be lawful for the Mortgagee but not obligatory for the Mortgagee to effect or renew any such insurance as is mentioned in that sub-clause either in its own name or in its name and that of the Mortgagor jointly or in the name of the Mortgagor with an indorsement of the Mortgagee's interest and the monies expended by the Mortgagee on so effecting or renewing such insurance shall be reimbursed by the Mortgagor to the Mortgagee on demand

## **16 Repairing Covenant**

The Mortgagor hereby undertakes with the Mortgagee that the Mortgagor will at all times during the subsistence of the security constituted by this deed

- 16.1 repair and keep in a good and proper state of repair and condition all buildings (now or hereafter constructed) and other erections at any time forming part of the Mortgaged Property and not at any time alter add to demolish pull down remove or dismantle any of the foregoing without the prior consent in writing of the Mortgagee (which consent may be withheld at the discretion of the Mortgagee or granted subject to such conditions as the Mortgagee may require)
- 16.2 permit the Mortgagee or any person authorised by it to enter the Mortgaged Property or any part thereof at any reasonable hour to view or survey the state and condition of all or any part of the buildings and other erections forming part thereof and
- 16.3 forthwith after being required to do so by the Mortgagee make good any want of repair in such buildings and other erections forming part of the Mortgaged Property

**17 The Mortgagee's rights to enter and repair**

If at any time the Mortgagor shall fail or shall be believed by the Mortgagee to have failed to perform any of the undertakings contained in Clause 16 above it shall be lawful for the Mortgagee (but the Mortgagee shall be under no obligation) to enter the Mortgaged Property or any part thereof with agents appointed by it and architects contractors workmen and others and to execute such works and do such other things as may in the opinion of the Mortgagee be required to remedy such failure and to take such other steps on or in relation to the Mortgaged Property or any part thereof (including without limitation the payment of money) as may in the opinion of the Mortgagee be required to remedy such failure and the cost to the Mortgagee of such works and steps shall be reimbursed by the Mortgagor to the Mortgagee on demand **PROVIDED THAT** no exercise by the Mortgagee of its powers under this Clause shall render the Mortgagee liable to account as a mortgagee in possession

**18 Remedies indulgences and discretions**

18.1 The rights powers and remedies provided by this deed are cumulative and are not nor are they to be construed as exclusive of any rights powers and remedies provided by law

18.2 No failure on the part of the Mortgagee to exercise or delay in exercising any of the rights powers and remedies provided by this deed or law (collectively "the Mortgagee's Rights") shall operate as a waiver thereof nor shall any single or partial waiver of any of the Mortgagee's Rights preclude any further or other exercise of that one of the Mortgagee's Rights concerned or the exercise of any other of the Mortgagee's Rights

18.3 Any liberty or power which may be exercised or any determination which may be made hereunder by the Mortgagee may be exercised or made in the

absolute and unfettered discretion of the Mortgagee who shall not be under any obligation to give reasons therefor

- 18.4 The Mortgagee may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person(s) not a party hereto (irrespective of whether such person is jointly liable with the Mortgagor) in respect of the Indebtedness or in any way affecting or concerning the Indebtedness or in respect of any security for the Indebtedness without prejudicing affecting or impairing the security hereby constituted or any of the Mortgagee's Rights or the exercise of the same or the Indebtedness or other liability of the Mortgagor to the Mortgagee

## 19 Notice

- 19.1 Any notice or demand requiring to be served on the Mortgagor by the Mortgagee hereunder shall be served personally or by pre-paid first class letter addressed to the Mortgagor at the Mortgagor's address appearing in this Legal Charge or such other address as the Mortgagor shall notify to the Mortgagee in accordance with this Clause
- 19.2 Any notice or demand sent by post in accordance with the preceding sub-clauses of this Clause shall be deemed to have been served at 10 a.m. British Standard Time 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 that the letter was in fact not delivered or was returned undelivered
- 19.3 If the Mortgagor 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

**20 Law and Jurisdiction**

This Legal Charge shall be governed by and construed in accordance with English Law and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the English Courts

**21 Charities Act 2011**

21.1 The Mortgaged Property charged is held by the Mortgagor, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

21.2 The directors of the charity, being the persons who have the general control and management of its administration certify that:

- (a) they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge; and
- (b) they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

**22 Provisions severable**

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 becomes invalid illegal or unenforceable the validity the legality and enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected prejudiced or impaired thereby

**23 Interpretation**

23.1 Any reference herein to any statute or to any provisions of any statute shall be construed as a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force

- 23.2 Where "the Mortgagor" comprises two or more persons the obligations hereby undertaken by the Mortgagor shall be deemed to be undertaken by such persons jointly and also severally and the act or default of any one of them shall be deemed to be the act or default of both or all of them.
- 23.3 Where the Mortgagor is or includes one or more individuals the expression "the Mortgagor" shall save where the context otherwise requires include his her or their personal representatives
- 23.4 Section 61 of the Law of Property Act 1925 shall apply to the construction of this Legal Charge
- 23.5 The Clause headings shall not affect the construction hereof

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

#### **THE SCHEDULE**

**ALL THAT** land and buildings situate at Hope House, 65 Mabgate, Leeds, LS9 7DR and registered at HM Land Registry with title number WYK435911

Executed as a deed by **MUSIC  
AND ARTS PRODUCTION  
LEEDS** acting by a director, in  
the presence of:

*TSR*

Director

Witness signature:

Witness name:

Witness address:

Witness occupation:

*Barnes*  
JESSICA GARNES  
67 GILDERSOME  
LS27 7BW  
ADMIN OFFICER

**EXECUTED** as a **DEED** by  
affixing the common seal  
of **LEEDS CITY COUNCIL**  
in the presence of: }