



**Registration of a Charge**

Company name: **HAZELDENE PROJECT MANAGEMENT LIMITED**

Company number: **06575758**



X5CLZQR5

Received for Electronic Filing: **03/08/2016**

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**Details of Charge**

Date of creation: **03/08/2016**

Charge code: **0657 5758 0002**

Persons entitled: **AIB GROUP (UK) PLC**

Brief description: **THE BENEFIT OF THE AGREEMENT DATED THE 5TH FEBRUARY 2016.  
HAZELDENE PROJECT MANAGEMENT LIMITED (1) ANGUS JAMES  
CONTRACTORS LIMITED (2)**

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

Certified by: **DMH STALLARD LLP**



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

Company number: 6575758

Charge code: 0657 5758 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2016 and created by HAZELDENE PROJECT MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2016 .

Given at Companies House, Cardiff on 4th August 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

THIS LEGAL CHARGE is made the 3rd day of August 2016  
BETWEEN:

- (1) **HAZELDENE PROJECT MANAGEMENT LIMITED** (Company Registration No: 06575758)  
whose registered office is at 13 Oathall Road, Haywards Heath, West Sussex, RH16 3EG  
(hereinafter called "the Mortgagor") of the first part
- (2) **ADELAIDE HEALTHCARE LIMITED** (Company Registration No: 06456136) whose  
registered office is at 13, Oathall Road, Haywards Heath, West Sussex, RH16 3EG  
(hereinafter called "the Owner") of the second part
- (3) **ANGUS JAMES CONTRACTORS LTD.** (Company Registration No: 09645220)  
whose registered office is at Elizabeth House, 8a Princess Street, Knutsford, Cheshire,  
WA16 6DD (hereinafter called "the Contractor") of the third part and
- (4) **AIB GROUP (UK) p.l.c.** whose registered office is at 92 Ann Street, Belfast, BT1 3HH and  
whose principal place of business in Britain is at ~~Bank Centre~~ Belmont Road, Uxbridge,  
Middlesex UB8 3SA (hereinafter called "the Bank")

**WHEREAS :**

- (1) The Owner is the owner in fee simple of **ALL THAT** the freehold property known as  
Adelaide Nursing Home, 13 Oathall Road, haywards Heath, West Sussex, RH16 3EG as  
the same is registered at H.M. Land Registry under the Title Number SX129097  
(hereinafter called "the Property") and the Mortgagor has been appointed by the Owner to  
project manage the development of the Property
- (2) By an Agreement (hereinafter called "the Agreement") dated the Fifth day of February Two  
Thousand and Sixteen and made between the Mortgagor of the one part and the  
Contractor of the other part the Contractor agreed to carry out construct and complete  
certain works at the Property more particularly described in the Agreement (hereinafter  
called "the Works") in accordance with the plans drawings and specification showing the  
work to be done and at a price agreed between the parties as specified in the Agreement
- (3) By a charge by way of Legal Mortgage (hereinafter called "the Mortgage") dated the  
Thirteenth day of October Two Thousand Fifteen and made between the Owner of the one  
part and the Bank of the other part the Owner with full title guarantee charged by way of  
Legal Mortgage the Property to secure payment of all monies therein covenanted to be  
paid

It is hereby certified that this  
is a true redacted copy of the  
original document

DMH Stallard LLP  
Gainsborough House  
Pegler Way  
Crawley DMH Stallard LLP  
RH11 7FZ

- (4) By a cross-company guarantee dated the Thirteenth day of October Two Thousand Fifteen ("the Guarantee") in favour of the Bank, the Owner and the Mortgagor have provided a guarantee to the Bank
- (5) To secure, amongst other things, its obligations under the Guarantee, the Mortgagor has agreed to enter into this deed
- (6) The Contractor has agreed to join in this Legal Charge to record its consent to the same and to covenant with the Bank as hereinafter provided

**NOW THIS DEED WITNESSETH** as follows:

1. The Mortgagor with full title guarantee (and by way of security only) **HEREBY ASSIGNS** to the Bank **ALL THAT** the Agreement and all the benefit thereof and **ALL THAT** the estate interest or right whatsoever of the Mortgagor in the Agreement **TO HOLD** the same unto the Bank subject only to the proviso hereinafter contained in Clause 2 hereof

2. Upon the discharge of all the Mortgagor's liabilities under the Guarantee and under this security the Bank will after such discharge as aforesaid at the request and cost of the Mortgagor reassign to the Mortgagor the Agreement and all other estate interest or right of the Mortgagor hereby charged or will otherwise discharge this security

3. The Mortgagor and the Contractor hereby jointly and severally covenant with the Bank that as at the date hereof the Agreement is valid and subsisting and fully enforceable in accordance with its terms and that there is no subsisting breach of the Agreement on the part of the Mortgagor or of the Contractor

4. As long as any monies remain owing on the security of this Deed each of the Owner and the Mortgagor **HEREBY COVENANTS** with the Bank as follows:

- (a) to perform and observe all the covenants and provisions contained in the Agreement and/or in the Mortgage and/or in any other Deed affecting the Property or this Agreement
- (b) on receipt of any notice order or similar matter affecting or likely to affect the Property whether sent to it by a competent authority or any other person whatsoever immediately to notify the Bank of such receipt and send a copy thereof to the Bank and on demand supply the Bank with all information relating to the matters mentioned in such notice order or other similar matter and in the case of any permission consent licence or other document affecting this security to hand such document to the Bank to be kept with the deeds and documents of title relating to the Property
- (c) not to assign transfer further charge or otherwise deal with the Agreement without the prior consent in writing of the Bank
- (d) upon demand or on the happening of any event specified in Clause 8(7) hereof will if the Bank shall so request forthwith execute such further assurance of the Agreement as the Bank shall require

5. **THE** Contractor hereby consents to the assignment by the Mortgagor to the Bank as specified in Clause 7-1 of the Agreement

6. **THE Contractor hereby covenants with the Bank as follows:**

- (1) that forthwith upon becoming aware of any default by the Mortgagor in accordance with the terms and conditions of the Agreement it will give notice to the Bank in writing of such default
- (2) that notwithstanding the terms and conditions of the Agreement it will not determine the Agreement until the expiration of 14 days after giving notice to the Bank of its intention so to do and if prior to the expiration of the said period of 14 days the Bank shall have notified the Contractor of its desire to proceed with the Works the Contractor will not determine the Agreement but will proceed with and complete the Works in accordance with the terms and conditions imposed upon the Contractor under the Agreement and the said drawings and specification so far as they relate to the Works and will duly discharge perform and observe all the liabilities obligations and stipulations on the part of the Contractor to be performed or observed under or by virtue of the Agreement so far as aforesaid **PROVIDED THAT** the Bank shall fulfil the obligations of the Mortgagor under the Agreement

7. **THE Mortgagor hereby irrevocably appoints the Bank its attorney in its name to execute such further assurance of the Agreement as is hereinbefore provided**

8. **IT IS HEREBY AGREED AND DECLARED as follows:**

- (1) a demand for payment or any other demand or notice under this security may be made by any officer of the Bank by letter sent by post addressed to any other party hereto in the case of an individual at his last known address and in the case of a company or corporation at its registered office and every demand or notice so made or given shall be deemed to have been made or given on the day after the letter was posted and the provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Act 1962 shall apply to every such demand or notice
- (2) this Deed shall be a continuing security for the payment on demand of all liabilities of the Mortgagor to the Bank under the Guarantee and all and any liability of the Mortgagor to the Bank under this Deed
- (3) this security shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the monies owing as aforesaid but shall constitute and be a continuing security to the Bank notwithstanding any settlement of account or other matter whatsoever and shall be in addition to and shall not operate so as to prejudice or in any way affect the security created by any deposit already made with the Bank of title deeds and documents relating to the Property or any other securities which the Bank may now or at any time hereafter hold in respect of the monies secured under the Mortgage or any part thereof
- (4) nothing herein contained shall prejudice or affect any lien to which the Bank is by law entitled on any other securities which the Bank may at the time hold for the Mortgagor or the Owner or on its or their account

- (5) the statutory restriction on the consolidation of mortgages shall not apply to this security
- (6) if the Mortgagor shall default in any of its obligations under the Agreement the Bank may at any time thereafter (provided that written notice of its intention so to do is given to the Mortgagor beforehand except in emergency) enter upon and take possession of the Works and of all goods and materials on the Property (excluding any goods materials or equipment at the property which are not owned by the Mortgagor) and so far as the Works are then unbuilt or unfinished to build or complete the same or procure the same to be built or completed in accordance with the Agreement or any building contract or agreement ancillary thereto with liberty to negotiate and agree with the Contractor or any other person interested in any such contract or agreement any modification thereof and for the purposes of this Clause the Bank may employ and pay an architect or surveyor contractors builders workmen and others make any payments necessary to secure the use of any plans and documents relating to the erection or completion of the Works and purchase all such property materials and purchase or hire such equipment as the Bank in its absolute discretion deems fit. All monies expended by the Bank in pursuance of this Clause shall be paid by the Mortgagor on demand and if not so paid shall carry interest at the rate applicable to the monies secured under the Mortgage and until repayment of all such monies and interest shall be charged on the Property
- (7) all monies owing hereunder shall become immediately due and payable and the Bank shall immediately have the right (provided that written notice of its intention so to do is given to the Mortgagor beforehand except in emergency) to serve notice on the Contractor of its intention to assume the obligations of the Mortgagor under the Agreement and the rights of the Bank under the Agreement shall become immediately exercisable by the Bank in any of the following events namely:
- (a) the Mortgagor or the Owner entering into any composition or arrangement with or for the benefit of creditors
  - (b) on the presentation of an application or a petition or the passing of a resolution for the administrator or liquidator of the Mortgagor or the Owner
  - (c) any process of execution or distress being levied against the Mortgagor or the Owner which is not paid out within 14 days from the commencement of such process of execution or distress
  - (d) the appointment of a receiver over any or all of the Mortgagor's or the Owner's assets
  - (e) the Mortgagor or the Owner failing to make due and punctual payment of any monies payable under the Agreement
  - (f) the Mortgagor failing to perform and observe any of the covenants provisions agreements conditions and declarations herein contained or the conditions of the Mortgage or the conditions of the Guarantee or any loan and on the part of the Mortgagor or the Owner to be performed or observed

- (g) the Bank receiving a notice from the Contractor pursuant to the provisions of Clause 6 sub-clause (1) or sub-clause (2) hereof
- (h) any order for compulsory acquisition of the Property or any part thereof being made under or by virtue of any relevant legislation for the time being in force
- (8) That for the avoidance of doubt the Bank shall not be liable or incur any liability whatsoever under the Agreement until it shall serve notice upon the Contractor of its intention to assume the obligations of the Mortgagor under the Agreement either by reason of a notice given to the Contractor under Clause 6(2) hereof or under the immediately proceeding sub-clause of this Clause and further that neither the Contractor nor the Mortgagor shall be entitled to agree any variation or alteration of the terms of the Agreement without the Bank's prior written approval (such approval not to be unreasonably withheld) save that a variation of the Works may be agreed between the Mortgagor and the Contractor provided such variation is expressly permitted by the Agreement.
- (9) In this Deed unless the context otherwise requires the following expressions have the meanings hereby assigned to them respectively that is to say:
- "the Mortgagor" shall include its successors in title
- "the Owner" shall include its successors in title
- "the Contractor" shall include its successors in title
- "the Bank" shall include its successors in title and assigns
9. THE Owner hereby confirms to the Bank that the Mortgagor is able to grant the security created under this deed and agrees to do anything necessary at the request of the Bank to ensure that the Bank obtains the full benefit of this deed and that this deed is put into the effect as required by the Bank.

**IN WITNESS** whereof the Mortgagor, the Owner, the Contractor and the Bank have executed this Deed the day and year first before written

Executed as a deed by

**HAZELDENE PROJECT MANAGEMENT LIMITED**

acting by: -

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary



Executed as a deed by  
**ADELAIDE HEALTHCARE GROUP LIMITED**  
acting by: - ,

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

Executed as a deed  
by **ANGUS JAMES CONTRACTORS LTD.**  
acting by

)  
)  
)  
)

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Executed by **AIB GROUP (UK) p.l.c.**  
acting by its lawful Attorneys

(Name).

(Name)

As Attorneys for  
**AIB GROUP (UK) p.l.c.**