

MR01

Particulars of a charge

Oyez

726901/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ 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 for
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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
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
scanned and placed on the public record



A11 *A2NN01L4* #20
COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 7 0 7 8 8 2 9

Company name in full Haseley Homes (Oxford) Limited

For official use
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 1 9 1 2 2 0 1 3

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 Svenska Handelsbanken AB (Publ)

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Land to the rear of 82/86 Windmill Road,
Headington, Oxford

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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)

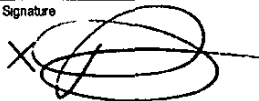
9

Signature

Please sign the form here

Signature

Signature



X 




X

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

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Blake Lapthorn
Company name	
Address	Seacourt Tower, West Way, Oxford,
	OX2 0FB
Post town	
County/Region	
Postcode	
Country	
DX	DX 723000 Oxford 5
Telephone	
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> 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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7078829

Charge code: 0707 8829 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2013 and created by HASELEY HOMES (OXFORD) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

DX

Given at Companies House, Cardiff on 30th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made on the 19 day of December 2013 BETWEEN

(1) **Haseley Homes (Oxford) Ltd** (registered number 07078829) whose registered office is at Charterford House, 75, London Road, Headington, Oxford (the "**Borrower**"), and

(2) **Svenska Handelsbanken AB (publ)** (the "**Bank**")

We certify this to be a true and complete copy of the original

this 19 day of DEC 13...


Blake
Lapthorn

Seacourt Tower, West Way,
Oxford OX2 0FE

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires

"**Authorisations**" means all authorisations, consents and permits issued by any governmental body agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings

"**Charged Assets**" means all the undertaking, property and assets of the Borrower described in clause 3.1 (*Fixed charge*) including any part thereof and any interest therein

"**Collateral Instruments**" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person

"**Enforcement Date**" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower

"**Insurances**" means all contracts or policies of insurance in which the Borrower from time to time has an interest

"**Party**" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

"**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property

"**Property**" means the property known as Land lying to the west of road m11 ^{Ed} and registered at HM Land Registry under title number ON300593

"**Receiver**" means any one or more receivers and/or managers appointed by the Bank pursuant to this Deed in respect of the Borrower or over all or any of the Charged Assets

"**Security Interest**" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect

"**Secured Liabilities**" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (*Covenant to pay*)

"**Security Period**" means the period from the date of this Deed until the Bank confirms in writing to the Borrower that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.2 Construction

(a) Any reference in this Deed to

- (i) an "**amendment**" includes amendment, implement, novation, re-enactment, replacement, reinstatement or variation and "**amend**" or "**amended**" will be considered accordingly,

Form of Charge filed at HM Land Registry under reference MD484P

2 COVENANT TO PAY

2.1 Covenant

The Borrower covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or purchased or otherwise acquired by it, denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever

2.2 Certain liabilities

The liabilities referred to in clause 2.1 (*Covenant*) shall, without limitation, include

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and hedging transactions and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates,
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind, and
- (c) interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower
- (d) all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed

3 CHARGES

3.1 Fixed charge

The Borrower charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future

- (a) by way of legal mortgage the Property,
- (b) by way of fixed charge.
 - (i) all plant and machinery owned by the Borrower and its interest in any plant and machinery in its possession located at the Property,
 - (ii) all fixtures and fittings from time to time attached to the Property,
 - (iii) all other chattels of the Borrower located at the Property and not ordinarily disposed of in the ordinary course of business,
 - (iv) all benefits in respect of the Insurances including all claims and the refund of any premiums,
 - (v) all rents receivable from any lease granted of the Property
 - (vi) all the goodwill of the Borrower's business carried on at the Property

- 3.2 The Borrower confirms and agrees that at any time on or after the Enforcement Date, the Bank and/or any Receiver may – as agent for the Borrower – sell any assets of the Borrower which have not been removed from the Property. The Borrower hereby assigns and agrees to assign the proceeds of such sale to the Bank and agrees that the Bank may apply such proceeds in reduction of the Secured Liabilities

- (b) The Borrower will, if requested by the Bank, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice or order
- (c) The Borrower will further, if requested by the Bank, but at its own cost, make or join with the Bank in making such objections or representations against or in respect of any proposal for such a notice or order as the Bank shall reasonably deem expedient
- (d) Any compensation received by the Borrower as a result of any notice or order shall be applied in repayment of the Secured Liabilities

4 8 Planning Acts
The Borrower will

- (a) not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts, and
- (b) indemnify and keep indemnified the Bank against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing so contravening the provisions of the Planning Acts

4 9 Land Registration Acts

- (a) The Borrower will not, without the prior written consent of the Bank
 - (i) permit any person to be registered as proprietor under the Land Registration Acts of the Property,
 - (ii) create or knowingly permit to arise or subsist any overriding interest affecting the Property within the definition in the Land Registration Acts, or
 - (iii) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset thereon
- (b) The costs incurred by the Bank in lodging from time to time a notice or restriction against registration of the Property shall be deemed to be costs properly incurred by it under this Deed.

4 10 Insurances

- (a) The Borrower shall effect insurance of the Charged Assets all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Bank (acting reasonably)
- (b) The Borrower will procure that the Bank is co-insured on each such insurance policy and that every such policy shall contain
 - (i) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or any circumstance beyond the control of the insured party, and
 - (ii) terms providing that it shall not be invalidated so far as the Bank is concerned for failure to pay any premium due without the insurer first giving to the Bank not less than 14 days' written notice.
- (c) If the Borrower fails to comply with any of the provisions of this clause, the Bank shall immediately be entitled to effect the Insurances concerned at the expense of the Borrower
- (d) Except as provided below, the proceeds of any insurance in respect of physical damage must be used towards replacing, restoring or reinstating the Property
- (e) At the Bank's request insurance proceeds in respect of physical damage shall be used to prepay the Secured Liabilities and until such payment occurs the Borrower shall hold the insurance proceeds on trust for the Bank (the perpetuity period for which trust shall be 80 years)

6 4 Contingencies

- (a) If the Bank enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account
- (b) The Bank may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows
 - (i) paying all costs, charges and expenses incurred and payments made by the Bank (or the Receiver) in the course of such enforcement,
 - (ii) paying remuneration to the Receiver as and when the same becomes due and payable, and
 - (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable

6 5 Power of sale and right of consolidation

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed

7 APPOINTMENT AND POWERS OF RECEIVER

7 1 Appointment

- (a) At any time on or after the Enforcement Date, or if requested by the Borrower, the Bank may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof
- (b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Bank may specify to the contrary in the appointment
- (c) The Bank may (subject to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place and may (subject to the provisions of any applicable law) replace an administrator of the Borrower previously appointed by the Bank where there is a vacancy in such office

7 2 Receiver as agent

A Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

7 3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers, administrative receivers and administrators by statute and power on behalf and at the expense of the Borrower to do, or omit to do, anything which the Borrower could do, or omit to do, in relation to the Charged Assets or any part thereof including

- (a) take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets, and/or
- (b) exercise in respect of the Charged Assets all voting or other powers or rights available to a registered or other holder in such manner as he may think fit, and/or
- (c) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Borrower or any part thereof, and/or
- (d) lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and/or
- (e) raise or borrow any money from or incur any other liability to the Bank or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise, and/or

10 DELEGATION

The Bank and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Bank or such Receiver (as the case may be) may think fit. Neither the Bank nor any Receiver will be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

11 INDEMNITIES

11.1 Enforcement costs

The Borrower shall on demand, indemnify the Bank against any cost, loss or liability incurred by the Bank or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets.

11.2 Indemnity from Charged Assets

The Bank and any Receiver, attorney, agent or other person appointed by the Bank under this Deed and the officers and employees of the Bank and any such Receiver, attorney, agent or other person (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of

- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed, or
- (b) any breach by the Borrower of any of its obligations under this Deed, or
- (c) any claim made or asserted against an Indemnified Party which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

12 POWER OF ATTORNEY

12.1 Power of attorney

The Borrower, by way of security (and to secure proprietary interests of any delegates), irrevocably appoints each of the Bank and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Bank or such Receiver may require for perfecting the title of the Bank to the Charged Assets or for vesting the same in the Bank, its nominee or any purchaser,
- (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security Interest or document referred to in clause 5.1 (*Further assurance*), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Bank or a Receiver under this Deed or which may be deemed expedient by the Bank or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

12.2 Ratification

The Borrower ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 12.1 (*Power of attorney*) shall do, or purport to do, in the exercise of his powers under clause 12.1 (*Power of attorney*).

13 MISCELLANEOUS PROVISIONS

13.1 Continuing security

This Deed and the obligations of the Borrower under this Deed shall

- (a) secure the ultimate balance of the Secured Liabilities and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever,

15 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired

16 NOTICES

Any communication to be made by the Bank under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter to the address of the Borrower last known to the Bank

17 CALCULATIONS AND CERTIFICATES

17.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Bank are prima facie evidence of the matters to which they relate

17.2 Certificates and determinations

Any certification or determination by the Bank under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

17.3 No set-off by the Borrower

All payments to be made by the Borrower under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

18 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed

19 THIRD PARTY RIGHTS

Save as permitted in this Deed, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 19 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

20 GOVERNING LAW

This Deed shall be governed by, and construed in accordance with, English law

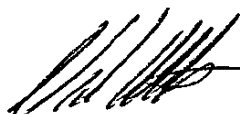
This Deed has been entered into at the date stated at the beginning of this Deed.

SIGNATORIES

Borrower

Executed as a deed by
the Borrower acting by *its directors*
~~two directors or by a director and,~~
~~its secretary~~ *in the presence of*


)
) *
)
)
)


Director

~~Director/Secretary~~

For and on behalf of the Bank


KATE HATHAWAY


Authorised Signatory

 Blake
Lapthorn

Seacourt Tower, West Way,
Oxford OX2 0FB

Form of Charge filed at HM Land Registry under reference MD469