



Registration of a Charge

Company name: **GLEBE CONSTRUCTION (MIDLANDS) LIMITED**

Company number: **07286966**



X9CC5UO8

Received for Electronic Filing: **27/08/2020**

Details of Charge

Date of creation: **07/08/2020**

Charge code: **0728 6966 0023**

Persons entitled: **R AND B FINANCE LIMITED**

Brief description: **38 SOUTH STREET, DERBY, DE73 8GB, AS MORE PARTICULARLY DESCRIBED IN A CONVEYANCE DATED 10 SEPTEMBER 1959 AND MADE BETWEEN H HEATH & SONS LIMITED OF THE FIRST PART AND CAROLE ANN NEWTON, JAKE HENRY NEWTON AND STEPHEN GARY TAYLOR OF THE OTHER PART**

Contains fixed charge(s).

Authentication of Form

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

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:

FLINT BISHOP LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7286966

Charge code: 0728 6966 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2020 and created by GLEBE CONSTRUCTION (MIDLANDS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2020 .

Given at Companies House, Cardiff on 28th August 2020

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 7 August 2020

Glebe Construction (Midlands) Limited

(as Chargor)

- AND -

R and B Finance Limited

(as Lender)

LEGAL CHARGE

re: 38 South Street, Melbourne,
Derby DE73 8GB

I certify that this is a true copy of the original
save for redaction pursuant to Section 859G of
the Companies Act 2006

Signed:

Dated: 27 August 2020



Smith Partnership
Norman House
Friar Gate
Derby DE1 1NU
Tel: 01332 225225
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Ref: JW/AD/332469-37

CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	1
2.	CHARGOR'S OBLIGATIONS	2
3.	CHARGE	2
4.	RESTRICTIONS.....	2
5.	LAND REGISTRY.....	2
6.	PROPERTY UNDERTAKINGS	2
7.	POSSESSION AND EXERCISE OF POWERS.....	3
8.	APPOINTMENT OF RECEIVER.....	3
9.	POWERS OF THE LENDER AND RECEIVERS.....	3
10.	APPLICATION OF PAYMENTS.....	4
11.	PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE	4
12.	POWER OF ATTORNEY	4
13.	NOTICES.....	4
14.	TRANSFERS.....	4
15.	LAW.....	4

THIS LEGAL CHARGE is made on

7 August

2020

BETWEEN:

- (1) **Glebe Construction (Midlands) Limited** (Company Registration Number 97286966) whose registered office is at 20 Victoria Way, Derby DE24 8AN (the "**Chargor**"); and
- (2) **R and B Finance Limited** (Company Registration Number 11471643) whose registered office is at 88 Meeting House Lane, Balsall Common, Coventry CV7 7GE (the "**Lender**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this deed:

Business Day: means a weekday other than a Saturday, Sunday or national holiday;

Charged Assets: means the Property and the other assets charged under clause 3 (*Charge*) including any part thereof and any interest therein;

Obligations: in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else;

Property: means the freehold property known as 38 South Street, Derby, DE73 8GB more particularly described in a Conveyance dated the 10 September 1959 and made between H. Heath & Sons Limited of the first part and Carole Ann Newton, Jake Henry Newton and Stephen Gary Taylor of the other part hereinafter called "the Conveyance" (and references to the Property include any part of it); and

Secured Obligations: means the Obligations undertaken to be paid or discharged in Clause 2.1 (*Chargor's Obligations*).

1.2 Unless a contrary indication appears, a reference in this agreement to:

- (a) the "Chargor", the "Lender" or to any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;
- (c) a time of day is a reference to London time;

- (d) the words "including" and "include" shall be construed as being by way of illustration and shall not limit the generality of any preceding words;
- (e) any gender includes reference to the other genders; and
- (f) the singular includes reference to the plural and vice versa.

1.3 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

2. CHARGOR'S OBLIGATIONS

- 2.1 The Chargor will pay to the Lender on demand all the Chargor's Obligations to the Lender from time to time when they become due for payment or discharge.
- 2.2 The Chargor agrees to reimburse any expenses the Lender or a receiver incurs (on a full indemnity basis) in connection with the Charged Assets or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

3. CHARGE

The Chargor, as a continuing security for the payment of the Secured Obligations and with full title guarantee:

- 3.1 charges to the Lender by way of legal mortgage all legal interest in the Property; and
- 3.2 gives to the Lender a fixed charge over any other interest in the Property, all rents receivable from any lease granted of the Property, and the proceeds of any insurance affecting the Property.

4. RESTRICTIONS

The Chargor will not, without the Lender's consent:

- 4.1 enter into lettings of the Property (such consent of the Lender not to be unreasonably withheld or delayed);
- 4.2 dispose of the Charged Assets; or
- 4.3 part with or share possession or occupation of the Charged Assets.

5. LAND REGISTRY

No disposition of the registered estate (other than a charge) 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 [7 August 2024] in favour of R + S (see 4) referred to in the charges register."

6. PROPERTY UNDERTAKINGS

The Chargor will:

- 6.1 permit the Lender at any time on reasonable notice to inspect the Property;

- 6.2 keep the Property insured against the same risks as a similar property in a similar locality would normally be insured against (and, in default, the Lender may arrange such insurance at the Chargor's expense);
- 6.3 hold on trust for the Lender all proceeds of any insurance of the Property and at the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Obligations;
- 6.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;
- 6.5 keep the Property in good condition;
- 6.6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations; and
- 6.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Lender if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

7. POSSESSION AND EXERCISE OF POWERS

- 7.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Chargor will continue in possession until the Lender takes possession.
- 7.2 If the Lender makes a demand under this deed, the Lender may then take possession of the Charged Assets or exercise any of its other powers without further delay.
- 7.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 The Lender will not be liable to account to the Chargor for any money not actually received by the Lender.

8. APPOINTMENT OF RECEIVER

The Lender may appoint or remove a receiver or receivers of the Charged Assets. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. POWERS OF THE LENDER AND RECEIVERS

- 9.1 The Lender or any receiver may deal with the Charged Assets in any manner (including carrying out works) and sell, lease, charge or take any action to realise the Charged Assets or the income from the Charged Assets. The Lender or receiver may borrow and secure the repayment of any money, in priority to the Secured Obligations, for these purposes.
- 9.2 Joint receivers may exercise their powers jointly or separately.
- 9.3 A receiver will first apply any money received from the Charged Assets towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.4 The Lender may exercise any of its powers even if a receiver has been appointed.

9.5 The receiver may dispose of any of the Chargor's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Chargor.

9.6 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand.

10. APPLICATION OF PAYMENTS

The Lender may apply any payments received for the Chargor to reduce any of the Secured Obligations, as the Lender decides.

11. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

11.1 This deed is in addition to any other security or guarantee for the Secured Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

11.2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender (acting reasonably), to perfect or enhance the Lender's security under this deed.

12. POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

13. RELEASE

Once the Secured Obligations have been paid and discharged in full, the Lender shall promptly take whatever action is necessary to release the Charged Assets from the security constituted by this deed.

14. NOTICES

14.1 All consents, notices and demands must be in writing to the address for each party listed at the beginning of this deed (or to such other address as a party shall have notified to the other party by not less than 5 Business Days' notice).

14.2 A notice or demand will be effective at the time of personal delivery; on the fifth Business Day after posting by pre-paid first class post; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a Business Day, or otherwise on the next Business Day.

15. TRANSFERS

15.1 The Lender may allow any person to take over any of its rights and duties under this deed. The Chargor authorises the Lender to give that person or its agent any financial or other information about the Chargor. References to the Lender include its successors.

15.2 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this deed.

16. LAW

- 16.1 English law governs this deed and the English courts have exclusive jurisdiction.
- 16.2 For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

EXECUTED AND DELIVERED as a DEED on the date stated at the beginning of this deed.

EXECUTION CLAUSES

The Chargor

EXECUTED AS A DEED by

GLEBE CONSTRUCTION (MIDLANDS) LIMITED

acting by a Director
(name) in the presence of:

Witness signature

Jeffrey Ross

Witness name

845 London Road.

DERBY

DE 24 8UY

Witness address

Retired.

Witness occupation