



**Registration of a Charge**

Company Name: **SUSSEX PLACE CAPITAL LIMITED**

Company Number: **07854213**



XC0SCD8B

Received for filing in Electronic Format on the: **05/04/2023**

**Details of Charge**

Date of creation: **20/03/2023**

Charge code: **0785 4213 0004**

Persons entitled: **CASTLE MOUND ESTATES LIMITED**

Brief description: **FIRST LEGAL CHARGE ON PROPERTY AND LAND AT 91 SANDGATE ROAD FOLKESTONE CT20 2AF**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEFANO LUCATELLO**



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

Company number: 7854213

Charge code: 0785 4213 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2023 and created by SUSSEX PLACE CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Cardiff on 11th April 2023

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 20 March 2023

AS SUPPLEMENT TO THE MORTGAGE DEED

**LEGAL MORTGAGE OF PROPERTY**

between

**SUSSEX PLACE CAPITAL LIMITED**

and

**CASTLE MOUND ESTATES LIMITED**

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THIS DEED is dated the 20 March, 2023

## **PARTIES**

- (1) **SUSSEX PLACE CAPITAL LIMITED** (Company Number 07854213) whose registered office is situate at 59 Castle Street, Reading, RG1 7SN (the Borrower).
- (2) **CASTLE MOUND ESTATES LIMITED** (Company Number 9675540) whose registered office is situate at Unit 12 Davy Court, Castle Mound Way, Rugby, Warwickshire CV23 0UZ (the Lender).

## **BACKGROUND**

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis.
- (B) The Borrowers are the owners of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Repayment Date.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this mortgage.

**Definitions:**

**Agreement:** the Loan Agreement dated 20 March 2023 between the Borrower and the Lender for the provision of the loan secured by this mortgage.

**Business Day:** a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Event of Default:** any event or circumstance listed in *Schedule 5*.

**Loan:** the sum of £100,000.00 (One Hundred Thousand Pounds).

**LPA 1925:** the Law of Property Act 1925.

**Permitted Encumbrance:** means those items in the Charges Register of the Register of Title of the Property.

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**Property:** the freehold property (whether registered or unregistered) owned by the Borrower described in *Schedule 1*.

**Repayment Date:** *20<sup>th</sup> March* 2024 or such date as agreed by the Borrower and the Lender

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage.

**Security Period:** the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.

A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

If there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage.

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

## **2. LOAN**

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

## **3. PURPOSE OF LOAN**

The Borrowers shall use the Loan for the purchase of the Property.

## **4. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default.



**5. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

**6. PERFECTION OF SECURITY**

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *20 March* 2023 in favour of Castle Mound Estates Limited referred to in the charges register or their conveyancer."

**7. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period.

**8. COVENANTS**

The Borrower covenants with the Lender in the terms set out in *Schedule 3*.

**9. POWERS OF THE LENDER**

The Lender shall have the powers set out in *Schedule 4*.

**10. ENFORCEMENT OF SECURITY**

**10.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs whereupon it shall become immediately exercisable.

**10.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

**11. COSTS**

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (i) This mortgage or the Property.
- (ii) Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

**12. RELEASE**

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

**13. ASSIGNMENT AND TRANSFER**

**13.1 Assignment by the Lender**

The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person.

**13.2 Assignment by the Borrower**

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

**14. CONTINUING SECURITY**

**14.1 Continuing security**

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

**14.2 Rights cumulative**

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate,

and are in addition to, and not exclusive of, any rights and remedies provided by law.

**14.3 Waivers**

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

**14.4 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

**14.5 Delay**

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

**15. COUNTERPARTS**

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

**16. NOTICES**

Any notice or other communication given under, or in connection with, this mortgage must be in writing.

Any notice or other communication given or delivered under this mortgage must be:

- (a) delivered by hand;
- (b) sent by pre-paid first-class post or other next working day delivery service; or
- (c) sent by fax.

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

- (d) to the Borrower at:  
59 Castle Street, Reading RG1 7SN
- (e) to the Lender at: Keith Harvey & Company, 4 The Robbins Building,  
Henry Street, Rugby, Warwickshire CV21 2QA  
marked for the attention of: Sarah Collins  
or Unit 12 Davy Court, Castle Mound Way, Rugby, CV23 0UZ  
marked for the attention of M D Ewer

or as otherwise specified by the relevant party by notice in writing to each other party.

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

- (f) if delivered by hand, at the time it is left at the relevant address;
- (g) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (h) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 16(f) or clause 16(h) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **17. GOVERNING LAW**

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**18. JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**19. THIRD PARTY RIGHTS**

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

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

## **Schedule 1    Property**

**The Freehold Property known as 91 Sandgate Road, Folkestone, CT20 2AF**

## **Schedule 2   Representations and warranties**

### **1.      OWNERSHIP OF PROPERTY**

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

### **2.      NO ENCUMBRANCES**

The Property is free from any Encumbrances other than the Permitted Encumbrances and the Encumbrance created by this mortgage.

### **3.      ADVERSE CLAIMS**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

### **4.      ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

### **5.      NO BREACH OF LAWS**

There is no breach of any law or regulation which materially adversely affects the Property.

### **6.      NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

### **7.      NO OVERRIDING INTERESTS**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

### **8.      AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

### **9.      NO PROHIBITIONS OR BREACHES**

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.



## **Schedule 3 Covenants**

### **Part 1. General covenants**

#### **1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage or any Permitted Encumbrance;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

#### **2. PRESERVATION OF PROPERTY**

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

#### **3. ENFORCEMENT OF RIGHTS**

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

#### **4. COMPLIANCE WITH LAWS**

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

#### **5. NOTICE OF BREACHES**

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in *Schedule 2*; and
- (b) any covenant set out in *Schedule 3*.

## **Part 2. Property covenants**

### **1. INSURANCE**

- 1.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.
- 1.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2.1 of this Part 2, Schedule 3

### **2. INSURANCE PREMIUMS**

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

### **3. NO INVALIDATION OF INSURANCE**

The Borrower shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

### **4. INSURANCE POLICIES' PROCEEDS**

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

**5. NO RESTRICTIVE OBLIGATIONS**

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

**6. PROPRIETARY RIGHTS**

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

**7. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

**8. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Borrower shall:

- 8.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 8.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

## **Schedule 4 Powers of the Lender**

### **1. POWER TO REMEDY**

1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

### **2. POWER OF SALE**

The Lender shall have a power of sale as set out in Clause 10.1 subject to the restrictions set out therein.

### **3. EXERCISE OF RIGHTS**

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

## **Schedule 5 Events of Default**

### **1. NON-PAYMENT**

The Borrower fails to pay any sum payable by it under the Agreement or this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within [five] Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under the Agreement or this mortgage.

### **2. NON-COMPLIANCE**

The Borrower fails (other than a failure to pay) to comply with any provision of the Agreement or this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

### **3. MISREPRESENTATION**

Any representation, warranty or statement made by the Borrower in relation to the Agreement or this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

### **4. INSOLVENCY**

- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower.

Executed as a deed by SUSSEX  
PLACE CAPITAL LIMITED acting  
by a director in the presence of:

.....  
Director

.....  
SIGNATURE OF WITNESS  
NAME, ADDRESS OF WITNESS:

Executed as a deed by CASTLE  
MOUND ESTATES LIMITED acting  
by a director MICHAEL DENNIS  
EWER in the presence of:  
LAUREN TAYLOR  
11 SOXENDON WAY, BINLEY,  
COVENTRY, CV3 2 64  
ADMIN ASSISTANT

.....  
Director

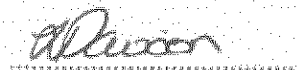
.....  
SIGNATURE OF WITNESS  
NAME, ADDRESS OF WITNESS:

Executed as a deed by CASTLE  
MOUND ESTATES LIMITED acting  
by a Director MICHAEL DENNIS  
EWER in the presence of:

.....

Executed as a deed by SUSSEX  
PLACE CAPITAL LIMITED acting  
by a Director TOBY JAMES  
SPANIER in the presence of:

  
Director

  
.....

LISA DAWSON  
LITTLE VALLEY COTTAGE  
SKEETE ROAD  
LYMINGE  
KENT  
CT18 8DS  
SMALL BUSINESS OWNER

