



Registration of a Charge

Company Name: **THE FARADAY INSTITUTE FOR SCIENCE AND RELIGION**

Company Number: **08426223**



Received for filing in Electronic Format on the: **12/07/2023**

XC7N0RKX

Details of Charge

Date of creation: **30/06/2023**

Charge code: **0842 6223 0001**

Persons entitled: **GRAHAM BUDD**

Brief description: **19 TRINITY GATE, CAMBRIDGE, CB3 0UT**

Contains fixed charge(s).

Contains negative pledge.

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: **FOR AND ON BEHALF OF HOWES PERCIVAL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8426223

Charge code: 0842 6223 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by THE FARADAY INSTITUTE FOR SCIENCE AND RELIGION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2023 .

Given at Companies House, Cardiff on 13th July 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

30 June

2023

THE FARADAY INSTITUTE FOR SCIENCE AND RELIGION (1)

GRAHAM BUDD (2)

LEGAL CHARGE

relating to
19 Trinity Place, Cambridge, CB3 0UT

 **HOWES
PERCIVAL**

Terrington House
13-15 Hills Road
Cambridge
CB2 1NL

Tel: 01223 791000

Email: elizabeth.thomas@howespercival.com

Ref: ECT/244428.1

**LAND REGISTRY
LAND REGISTRATION ACT 2002**

Administrative Area: Cambridge City
Title Number: To be confirmed
Property: 19 Trinity Place, Cambridge, CB3 0UT
Date: 30 June 2023

1 DEFINITIONS

In this Charge:

- 1.1 **"the Borrower"** means **THE FARADAY INSTITUTE FOR SCIENCE AND RELIGION** a company registered in England and Wales with company number 08426223 whose registered office is at The Woolf Building, Madingley Road, Cambridge, CB3 0UB;
- 1.2 **"the Lender"** means **GRAHAM BUDD** of 1 Adcroft Piece, Stapleford, Cambridge, CB22 5FD;
- 1.3 **"Loan Agreement"** means a loan agreement dated 16 May 2023 between the Lender and the Borrower;
- 1.4 **"the Loan Sum"** means Four hundred thousand pounds (£400,000) and all other monies and liabilities of whatever nature now or afterwards due, owing or incurred by the Borrower to the Lender under the Loan Agreement and for the avoidance of doubt the **"Loan"** includes the amount of any damages or costs awarded to the Lender and interest (insofar as such is payable);
- 1.5 **"the Property"** means **ALL THAT** land and buildings at 19 Trinity Gate, Cambridge, CB3 0UT and shown edged red on the plan attached hereto and being part of the property comprised in a transfer dated 30 June 2023 and made between Trinity College (CSP) Limited (1) and the Borrower (2).

2 **CHARGE**

The Borrower charges to the Lender with full title guarantee for the payment and discharge of the Loan and all other money covenanted to be paid by the Borrower by way of legal mortgage over the Property.

3 **COVENANT TO PAY**

The Borrower covenants with the Lender that it will pay to the Lender the Loan and interest in accordance with the terms of the Loan Agreement.

4 **BORROWER'S FURTHER COVENANTS**

The Borrower hereby further covenants with the Lender that:

- 4.1 during the continuance of this security no person shall be registered as proprietor of the Property or any part thereof under the Land Registration Act 2002 without the consent in writing of the Lender and that the costs of lodging a caution against dealings shall be deemed to be properly paid by it;
- 4.2 it will comply with all acts, orders, and statutory instruments for the time being in force relating to Town and Country Planning and the conditions contained in any permission for development relating to the Property;
- 4.3 it will within seven days of receipt thereof deliver to the Lender a copy or full particulars of any notice order or proposal therefor served or made by any planning authority of which they have notice affecting the Property or any part thereof and will at its own cost take all reasonably necessary steps to comply therewith;
- 4.4 it will not exercise its powers (whether by statute or apart from statute) of leasing or agreeing to lease all or part of the Property for a term exceeding two years without the consent in writing of the Lender (not to be unreasonably withheld or delayed);
- 4.5 it will keep the buildings and works for the time being and from time to time or at any time comprised herein in whatever state of erection or construction the same may be insured against loss or damage by fire, aircraft or articles dropped therefrom and such other insurable risks as the Borrower may reasonably determine (after taking into account any

reasonable requests of the Lender) to the full replacement value thereof with a reputable United Kingdom insurance office or underwriters and will make all payments required for the above purpose as and when the same shall be due and will when required by the Lender supply a complete copy of the policy or policies of such insurance and the receipt for each such payment and will do all things necessary to ensure that a note of the Lender's interest as mortgagee is entered and endorsed upon such policy or policies and any money received under the above policy or policies shall be applied in making good the loss or damage in respect of which it was received;

- 4.6 so long as any money or liability remains owing or outstanding on this security, the Borrower will keep the buildings and the drains, sewers roads and other works for the time being comprised herein (in whatever state of construction the same may be but consistently therewith) in good and substantial repair and condition.

5 RIGHTS OF CONSOLIDATION

Section 93 of the Law of Property Act 1925 (restricting the Lender's rights of consolidation) shall not apply to this security.

6 POWERS OF THE LENDER

The statutory power of sale shall apply to the security with the extension following namely that the same shall become exercisable immediately by the Lender without notice to the Borrower:

- 6.1 if the any of the provisions of clause 9.1.2 of the Loan Agreement apply to the Borrower; or
- 6.2 if the Borrower shall be in breach of any of the covenants and stipulations on its part herein contained or of any of its obligations hereunder and the Borrower fails to remedy such breach within a reasonable period of receiving written notice to this effect from the Lender.

7 DRAWINGS AND SPECIFICATIONS

In the event of the Lender resuming possession of the Property or exercising its powers of sale forfeiture or any other power which may be

vested in it as mortgagee hereunder all plans, drawings, specifications, planning applications, site investigations, results and information relating to the Property prepared or obtained at any time shall (subject to any prior claim) become the absolute property of the Lender who shall (subject as aforesaid) be entitled to the unrestricted use thereof without payment to the Borrower.

8 APPOINTMENT OF RECEIVER

8.1 At any time after the Lender shall have properly demanded payment of any money or liabilities or other sums hereby secured and which are properly due the Lender shall have power by writing under the hand of the Lender from time to time to appoint such person or persons as the Lender thinks fit to be the receiver or receivers of the Property and of the rents, profits and income thereof and similarly to remove any such receiver or receivers and to appoint another or others in his or their place. Any receiver or receivers so appointed shall be deemed to be the agent(s) of the Borrower who alone shall be responsible for his or their acts or defaults.

8.2 Any receiver appointed by the Lender may in the name or on behalf and at the cost of the Borrower or at his option in the name of the Lender (but only with the specific approval of the Lender) or at his option in his own name (and in any case notwithstanding any bankruptcy administration or liquidation of the Borrower) do or omit to do anything which the Borrower could do or omit to do in relation to the Property and in particular (but without prejudice to the generality of the foregoing) any such receiver may:

8.2.1 sell, let, deal with take possession of or manage the Property and carry out or complete thereon any works of demolition building repair construction furnishing or equipment;

8.2.2 take any proceedings in relation to the Property in the name of the Borrower or otherwise as may seem expedient including proceedings for the collection of rents in arrears at the date of his appointment;

- 8.2.3 enter into any agreement or make any arrangement or compromise as he shall think expedient in respect of the Property;
- 8.2.4 operate any rent review clause in respect of the Property or grant any new or extended tenancy thereof;
- 8.2.5 insure the Property or chattels hereby charged in such manner as he shall think fit or as the Lender shall from time to time direct;
- 8.2.6 appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes at such remuneration and for such periods as he may reasonably determine; and
- 8.2.7 do all such things as may be incidental or as he may think conducive to the realisation of the Lender's security.
- 8.3 The powers conferred by this clause shall be in addition to all powers given by statute to the Lender or to any such receiver.
- 8.4 Any such receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the receiver in accordance with the current practice of the receiver or his firm and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925.
- 8.5 If the Lender shall appoint more than one receiver the powers given to a receiver hereby and by statute shall be exercisable by such receivers jointly and severally and any reference herein to "receiver" shall be construed accordingly.
- 8.6 The restriction of the powers of the Lender or any receiver appointed by the Lender to grant leases or to accept the surrender of Leases in Sections 99 and 100 of the Law of Property Act 1925 do not apply to this Legal Charge.

9 POWER OF ATTORNEY

The Borrower irrevocably appoints the Lender and the persons deriving title under it and its substitutes and any receiver or receivers appointed hereunder jointly and also severally to be the attorney of the Lender in the Lender's name and as the Lender's act and deed to do any act or execute and deliver any deed or document for all or any of the purposes mentioned in clause 8 hereof and any particulars or other forms necessary or desirable for registration or other perfection or completion of the charge hereby constituted including (without limitation) any necessary amendment or substitution of any such particulars or other forms already registered. Without prejudice to the generality of the foregoing the Borrower hereby covenants with the Lender and separately with any such receiver that if required so to do the Borrower will ratify and confirm all transactions entered into by the Lender or the Receiver or by the Borrower at the Receiver's instance in the exercise or purported exercise of the powers of the Lender and the Receiver and the Borrower irrevocably acknowledges and agrees that the said power of attorney (inter alia) given to secure the performance of such obligation to ratify and confirm owed to the Lender and such Receiver by the Borrower.

10 POSSESSION

At any time after the power of sale hereunder shall have become exercisable it shall be lawful for the Lender to enter upon and take possession of the Property or any part thereof and all buildings and other erections works and fixtures whatsoever thereon or therein.

11 CHARGES AND EXPENSES

It is hereby declared that all reasonable costs charges and expenses properly incurred hereunder by the Lender shall be charged on the Property.

12 NOTICES

Any notice or document requiring to be served on either of the parties to this Charge in relation to the provisions of this Legal Charge shall be in writing and shall be served in each case at each of the parties' respective addresses stated in this Legal Charge. Any such notice shall be delivered

by hand, and shall be deemed to have been received at the recipient's address at the time of delivery.

13 RESTRICTION

The Borrower and the Lender hereby apply to the Chief Land Registrar to enter a restriction on the proprietorship register to the Property in the following form:

"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a written consent signed by Graham Budd of 1 Adcroft Piece, Stapleford, Cambridge, CB22 5FD or their personal representatives or their conveyancer."

14 CONTINUING SECURITY

For the avoidance of doubt this Legal Charge shall continue to apply until all moneys secured by this Charge have been paid.

15 CHARITIES ACT 2011

15.1 The land charged is held by THE FARADAY INSTITUTE FOR SCIENCE AND RELIGION, 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.

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

15.2.1 they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge; and

15.2.2 they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

16 GOVERNING LAW AND JURISDICTION

16.1 This Legal Charge and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in

16 GOVERNING LAW AND JURISDICTION

16.1 This Legal Charge and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Legal Charge or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the Lender and Borrower have executed this instrument as a Deed in manner hereinafter appearing and it has been delivered by it or on its behalf on the day and year first before written

EXECUTED AS A DEED by)
THE FARADAY INSTITUTE FOR)
SCIENCE AND RELIGION)
acting by two directors)
DR DENIS ALEXANDER)

[Signature] x

MR CHRISTOPHER TOWNSEND)

[Signature] x

EXECUTED AS A DEED by:)
GRAHAM BUDD)

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

connection with this Legal Charge or its subject matter or formation
(including non-contractual disputes or claims).

IN WITNESS whereof the Lender and Borrower have executed this instrument as a
Deed in manner hereinafter appearing and it has been delivered by it or on its behalf
on the day and year first before written

EXECUTED AS A DEED by)
THE FARADAY INSTITUTE FOR)
SCIENCE AND RELIGION)
acting by two directors)
DR DENIS ALEXANDER)

MR CHRISTOPHER TOWNSEND)

EXECUTED AS A DEED by:)
GRAHAM BUDD)

Graham Budd

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Caroline A. Cross
CAROLINE A. CROSS
4, PRIAM'S WAY,
STAPLEFORD,
CAMBRIDGE,
CB22 5DT.
RETIRED

Conveyance Plot 19



1:500 scale bar in metres

LEGEND

	Private Roads Maintained by Management Company
	Proposed Adopted New Access - In accordance with SDP Engineering Drawing
	Open Space Maintained by Management Company
	Areas Transferred to UKPN
	SubStation Entrance Existing Adopted Highway
	Area Transferred to Affordable Housing Provider
	Visitor bike parking
	Ditch/Culvert Maintained by Management Company
	Drainage Easement
	Third Party Ownership
	Third Party Ownership Maintained by Management Company
	Cambridgeshire University Land Maintained by Management Company
	Estate Boundary
	Plot Boundary
	Street Light

D: 23.06.22 Street lights added and conveyance lines updated to suit CW
 C: 18.05.22 Apartment carpark amended CW
 B: 21.03.22 Amendments made as per email 17.02.22 CW
 A: 26.10.21 Amendments made as per email 20.10.21 SBH



ARCHITECTS.
 URBAN DESIGNERS.
 PLANNERS.
 PROJECT MANAGERS.
 LANDSCAPE ARCHITECTS.
 WE ARE IDP.

status:	CONVEYANCE	RIBA Stage:	5
client:	Hill Residential Limited		
job:	Clerk Maxwell, Cambridge		
site:	Conveyance Plot 19		
drawn:	SBH	date:	Sept 2021
checked:	CW	scale:	as at 1:500
job no:	C4919	dig no:	(SITE) 519 D
IDP GROUP, 27 SPON STREET, COVENTRY CV1 3BA			
T: +44 (0)24 7652 7600 E: info@idpgroup.com			
www.weareidp.com			