



**Registration of a Charge**

Company name: **PREMIER BIKES (DIDCOT) LTD**

Company number: **08505313**



X60PUE62

Received for Electronic Filing: **21/02/2017**

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**Details of Charge**

Date of creation: **21/02/2017**

Charge code: **0850 5313 0002**

Persons entitled: **HSBC BANK PLC**

Brief description: **A LEGAL MORTGAGE OVER THE FREEHOLD PROPERTY KNOWN AS  
CORNER HOUSE GARAGE AND LAND, WOOTTON ROAD, ABINGDON,  
OXFORDSHIRE, OX14 6BS**

**Contains negative pledge.**

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

Certified by: **CHARLOTTE FISHER**



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

Company number: 8505313

Charge code: 0850 5313 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2017 and created by PREMIER BIKES (DIDCOT) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2017 .

Given at Companies House, Cardiff on 22nd February 2017

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

For and on behalf of HSBC Bank plc



Third Party Legal Mortgage A2dco

Checker's  
Initials

## HSBC Bank plc

# LEGAL MORTGAGE

### IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition).

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

**This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.**

Third Party Legal Mortgage A2dco

**THIS LEGAL MORTGAGE**

dated the

21<sup>st</sup>

day of

February

2017

BETWEEN Mortgagor: Premier Bikes (Didcot) Ltd (Company Number 08505313) and M.W. Trustees Limited (Company Number 02630203), Andrew Peter Valentine and Tracey Ann Valentine as trustees for the time being of the Harlequins Retirement Fund ("you")

and HSBC BANK plc ("the Bank"), whose address for service for entry on the register is: Securities Processing Centre, P O Box 6304, Coventry, CV3 9JY.

to secure the Debt of Borrower: M.W. Trustees Limited (Company Number 02630203), Andrew Peter Valentine and Tracey Ann Valentine as trustees for the time being of the Harlequins Retirement Fund ("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the **separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

**The Main Subject Matter of this Mortgage****1. The Property and the other assets**

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property: Corner House Garage and Land, Wootton Road, Abingdon, Oxfordshire OX14 6BS registered at H M Land Registry with title number: **ON61105 and ON94238**
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

**2. The Debt which is secured on the Property and other assets**

The Debt ("the Debt") is:

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:
  - (i) overdrafts, personal and other loans or facilities and further advances of money;
  - (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
  - (iii) discount, commission and other lawful charges and expenses;
  - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.
- (b) money agreed to be paid by you under paragraph 24 of the Conditions.
- (c) any amount due under the indemnity in paragraph 33 of the Conditions.

Provided that the amount recoverable by the Bank under the Mortgage shall be limited to the greater of

- (1) the sum equivalent to the value of the share and interest of the Borrower in the Property being 77 per cent as at the date of this Mortgage but valued at the date this Mortgage is enforced or redeemed (as the case may be);
- (2) the amount of the net proceeds of sale of the Property attributable to the Borrower's share in the Property.

The total amount of the money and liabilities referred to in (a) (i) and (ii) above that the Bank can recover from you under this Mortgage shall be limited to £808,500.00

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

**3. Restriction**

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"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 **21 February 2017** in favour of HSBC Bank plc referred to in the Charges Register."

**IMPORTANT - PLEASE READ THE NOTES OVERLEAF BEFORE SIGNING THIS MORTGAGE**

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

Executed as a Deed by M W Trustees as Trustees for the time being of the Harlequins Retirement Fund

  
Sue Gasiorants

Signature of director

Name of director

  
SARAH JOSHI


Signature of director/secretary

Name of director/secretary

Signed as a deed by Andrew Peter Valentine in his capacity as a Trustee for the time being of the Harlequins Retirement Fund

in the presence of:  
Full name of witness RUTH BOWEN

(Block letters)

Signature of witness 

Address North Bailey House, New Inn Hall Street, Oxford

Occupation SOLICITOR

Signed as a deed by Tracey Ann Valentine in her capacity as a Trustee for the time being of the Harlequins Retirement Fund

in the presence of:  
Full name of witness RUTH BOWEN

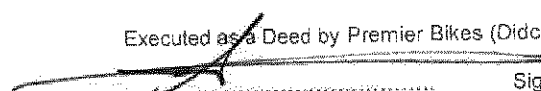
(Block letters)

Signature of witness 

Address North Bailey House, New Inn Hall Street, Oxford

Occupation SOLICITOR

Executed as a Deed by Premier Bikes (Didcot) Ltd

  
Signature of director

ANDREW PETER VALENTINE  
Name of director

  
Signature of director/secretary

TRACEY ANN VALENTINE  
Name of director/secretary