



Registration of a Charge

Company name: **A H ENTERTAINMENT ENGINEERING LIMITED**

Company number: **08548672**



X6LS6T2Z

Received for Electronic Filing: **21/12/2017**

Details of Charge

Date of creation: **21/12/2017**

Charge code: **0854 8672 0001**

Persons entitled: **HSBC BANK PLC**

Brief description: **A LEGAL MORTGAGE OVER THE FREEHOLD PROPERTY KNOWN AS 56 CHISWICK AVENUE, MILDENHALL HM LAND REGISTRY TITLE NUMBER(S) SK140449 SK377779**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **CHRISTOPHER HARVEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8548672

Charge code: 0854 8672 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2017 and created by A H ENTERTAINMENT ENGINEERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2017 .

Given at Companies House, Cardiff on 22nd December 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**

THIS LEGAL MORTGAGE

dated the

21st

day of

December

2017

BETWEEN Mortgagor: A H Entertainment Engineering Limited (Company Number 08548672) registered office address: 40 Sun Street, Isleham, Ely, Cambridgeshire CB7 5RU as Nominee under the Declaration of Trust dated on or about the date of this Legal Mortgage ("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: A H Entertainment Engineering Limited (Company Number 08548672) as Nominee under the Declaration of Trust dated on or about the date of this Legal Mortgage: ("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")** filed at H M Land Registry under reference MD607A/01) 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: 56 Chiswick Avenue, Mildenhall registered at H M Land Registry with title numbers **SK140449 and SK377779**
- (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) the sum of £200,000 loaned to the Borrower by the Bank at **153 Princes Street, Ipswich** Branch Sort Code Number **40-23-36** on Loan Account number **61371975** (or at any other Branch and account number substituted for it); and 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; and
- (ii) discount, commission and other lawful charges and expenses.
- (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.

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.

The liability of Suffolk Life Annuities Limited under this Mortgage shall not be personal and shall be limited to the extent of the assets for the time being held by it as nominee or trustee for and on behalf of the Suffolk Life Self-Invested Personal Pension Plan Number 781010.

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 **21/12/17** 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.

Signed as a deed by A H Entertainment Engineering Limited acting by: ~~The Common Seal of A H Entertainment Engineering Limited was hereunto affixed~~ in the presence of:

Signature  Director

Name in full **A F HARDY**
(Block letters)

Director _____

Witness Signature 

Director/Secretary _____

Director/Secretary _____

Witness Name in full **SCOTT HILTON**
(Block letters)

WITNESS ADDRESS:

For and on behalf of HSBC Bank plc

WITNESS OCCUPATION

Ashtons Legal
Fairstead House
7 Bury Road
Thetford, Norfolk
IP24 3PL

SOLICITOR

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 only the debts on the loan account referred to in clause 2, together with the other liabilities mentioned 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.
- 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