



Registration of a Charge

Company name: **THE SHEPWAY SPORTS TRUST**

Company number: **08623233**



X5HX04F6

Received for Electronic Filing: **19/10/2016**

Details of Charge

Date of creation: **06/10/2016**

Charge code: **0862 3233 0001**

Persons entitled: **SIR ROGER DE HAAN, LADY ALISON DE HAAN, BENJAMIN DE HAAN
AND JOSHUA DE HAAN IN THEIR CAPACITY AS TRUSTEES OF THE
ROGER DE HAAN CHARITABLE TRUST**

Brief description: **ALL THAT LEASEHOLD PROPERTY SITUATE AT AND KNOWN AS 28-38
DOVER ROAD AND 83-85 TONTINE STREET, FOLKESTONE**

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: **WITHERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8623233

Charge code: 0862 3233 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2016 and created by THE SHEPWAY SPORTS TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2016 .

Given at Companies House, Cardiff on 20th October 2016

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

DATE

6 October

2016

(1) The Shepway Sports Trust

(2) Sir Roger De Haan, Lady Alison De Haan, Benjamin De Haan and Joshua De Haan
in their capacity as trustees of The Roger De Haan Charitable Trust

Deed of Charge

I HEREBY CERTIFY THIS TO BE A
COMPLETE AND TRUE COPY OF THE
ORIGINAL.

17 October 2016.

WITHERS LLP
16 OLD BAILEY
LONDON EC4M 7EG SOLICITORS

 TOBY JOY

witers LLP

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DATE

6 October

2016

PARTIES

- (1) **The Shepway Sports Trust**, a charitable company limited by guarantee with registered company number 08623233 and registered charity number 1155522 and whose registered office is at Strand House, Pilgrims Way, Monks Horton, Ashford, Kent, TN25 6DR (the '**Borrower**'); and
- (2) **Sir Roger De Haan, Lady Allison De Haan, Benjamin De Haan and Joshua De Haan in their capacity as trustees of The Roger De Haan Charitable Trust** of Strand House Pilgrims Way, Monks Horton, Ashford, Kent, TN25 6DR, a charity existing under the laws of England with registered number 276274, acting by two of their number pursuant to an authority conferred in accordance with Section 333 of the Charities Act 2011 (the '**Lender**').

RECITALS

- (A) The Borrower holds legal title to the Property free from any prior charge.
- (B) The Lender has agreed to provide facilities to the Borrower subject inter alia to the Borrower entering into this Charge.

OPERATIVE PROVISIONS

1. Definitions and interpretations

- 1.1 In this Deed, unless the context otherwise requires, the following words and phrases have the following meanings:

'Charge' this charge by way of legal mortgage and includes any other deed entered into pursuant to or in accordance with the terms of this Charge;

'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' shall have the meaning ascribed to it in the Loan Agreement;

'Expenses' all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Property and/or breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis;

'Lease' the lease of the Property dated on or about the date of this Charge between the Lender (as landlord) and the Borrower (as tenant);

'Loan Agreement' the loan agreement dated on or about the date of this Charge between the Lender and the Borrower;

'LPA'	the Law of Property Act 1925;
'Planning Acts'	any statute for the time being in force relating to town and country planning and all regulations and orders made or confirmed under any of them;
'Property'	all that leasehold property situate at and known as 28-38 Dover Road and 83-85 Tontine Street, Folkestone as demised by the Lease;
'Receiver'	a receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise; and
'Secured Liabilities'	all moneys obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether present or future actual or contingent in any other manner whatsoever and including but without limitation all Expenses.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) any reference to this Charge or any other documents includes reference to this Charge and its recitals or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time;
- (b) any reference to a recital or Clause is to a recital or Clause (as the case may be) of this Charge;
- (c) the table of contents and the recitals and the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Charge;
- (d) use of the singular includes the plural and vice versa;
- (e) use of any gender includes the other genders;
- (f) any reference to a **'person'** includes a natural person, firm, government body or political subdivision thereof, partnership, company, corporation, body corporate, joint venture, association, organisation, institution, foundation, trust, estate or agency (in each case whether or not having separate legal personality);
- (g) a reference to a statute, statutory provision or subordinated legislation (**'legislation'**) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time, and to any legislation which re-enacts or consolidates it (with or without modification);
- (h) any reference to a party is to a party to this Charge and shall, where relevant, be deemed to be a reference to or include, as appropriate, its lawful successor, assignee or transferee; and
- (i) any obligation in this Charge on a person not to do or refrain from doing something includes an obligation not to agree or allow that thing to be done.

2. Covenant to pay

The Borrower covenants with the Lender that it will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payment or discharge or in the absence of an agreed or specified due date immediately on demand by the Lender.

3. Security

- 3.1 The Borrower charges by way of legal mortgage the Property with full title guarantee by way of first legal mortgage to the Lender as continuing security for the payment and discharge of the Secured Liabilities.
- 3.2 The Borrower shall on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any Receiver.

4. Discharge

Upon irrevocable payment of the Secured Liabilities the Lender at the Borrower's request and cost shall duly discharge this Charge.

5. Restrictions

The Borrower shall not without the written consent of the Lender:

- (a) create or permit to subsist or arise any Encumbrance or any other charge right or option on the Property or any part thereof other than the Charge;
- (b) sell convey assign or transfer the Property or any interest therein or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Property or agree to do any of the foregoing;
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing; and
- (d) part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

6. Power to remedy

If the Borrower fails to perform or observe any covenant or condition on the part of the Borrower contained in this Charge, it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the cost of the Borrower:

- (a) to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary; and/or
- (b) to take such steps, give such notices, execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice, order, direction permission or proposal, given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value; and/or
- (c) to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary; and/or
- (d) to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary in that behalf but without thereby becoming a mortgagee in possession.

7. Enforcement

Sections 103 and 109 LPA shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under ss101 and 109 LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the occurrence of an Event of Default.

8. Appointment and powers of receiver

8.1 At any time after the occurrence of an Event of Default, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

8.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

8.3 The Receiver shall (so far as the law permits) be the Borrower's agent (and the Borrower shall alone be personally liable for the acts defaults omissions and remuneration of the Receiver) and the Receiver shall have and be entitled to exercise all powers conferred by the LPA in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers hereinbefore referred to (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Borrower or otherwise to do the following things namely:

- (a) to take possession of all or any part of the Property and for that purpose to take any proceedings as he shall think fit;
- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (c) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Lender or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit;
- (d) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property (either by public auction or private contract or otherwise) and to grant any rights over the Property on such terms and conditions and for such consideration including without limitation shares, securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit;
- (e) to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- (f) to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- (g) to make and effect all repairs and improvements to the Property;

- (h) to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Property;
- (i) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- (j) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

8.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him as follows:

- (a) in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;
- (b) in payment of his remuneration;
- (c) in payment to the Lender of moneys of the Secured Liabilities in such order as the Lender shall consider appropriate and any balance shall be paid to the person or persons entitled to it.

9. **Lender's liability**

In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender.

10. **Protection of third parties**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the property or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in ss104 and 107 LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver.

11. **Powers of leasing**

The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in the name of the Borrower to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.

12. **Power of attorney**

12.1 The Borrower hereby irrevocably appoints the Lender and the Receiver jointly and also severally the Attorney and Attorneys of the Borrower for the Borrower and either in the name of the Lender or the Receiver (as the case may be) or in the name of the Borrower and on the Borrower's behalf and as the act and deed of the Borrower or otherwise to sign seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Borrower

ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Charge.

12.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

13. Lender's rights

13.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Borrower or otherwise.

13.2 The Borrower agrees that at any time after this Charge becomes enforceable:

- (a) the Lender may as agent of the Borrower remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Lender and the Lender shall have the right to retain or set-off such proceeds of sale against any indebtedness of the Borrower to the Lender;
- (b) it shall be lawful for the Lender to enter into any arrangement or accept any composition in relation to the debts hereby charged without the concurrence of the Borrower and any such arrangement or composition shall be binding on the Borrower.

14. Costs and expenses

The Borrower shall, on demand and on a full indemnity basis, pay to the Lender:

14.1 the amount of all costs and expenses (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:

- (a) any stamping or registration of this Charge;
- (b) any actual or proposed amendment of or waiver or consent under or in connection with this Charge;
- (c) any discharge or release of this Charge;
- (d) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Charge and any related document;
- (e) obtaining payment of the Secured Liabilities; and
- (f) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and any related document; and

14.2 all other moneys paid by the Lender in perfecting or otherwise in connection with this Charge or in respect of the Property including (without limitation) all moneys expended by the Lender under Clause 6 and all moneys advanced or paid by the Lender to any Receiver for the purposes set out in Clause 8.

15. Continuing security

15.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured

Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

15.2 Section 93 LPA shall not apply to this Charge.

16. Severance

16.1 If any provision of this Charge (or part of any provision) shall be found by any court or competent authority to be invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of this Charge shall not be affected.

16.2 If any invalid, unenforceable or illegal provision of this Charge would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.

17. Set-off

17.1 The Lender may, without notice to the Borrower, apply any credit balance (whether or not then due) which is at any time held by the Lender for the Borrower's account in or towards satisfaction of the Secured Liabilities or any of them.

17.2 The Lender is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.

17.3 In this Clause 'rights under the general law' means any right of set-off, combination or consolidation of accounts, lien or similar right which the Lender has under any applicable law.

18. Calculations

Any certificate, determination or notification by the Lender as to a rate or any amount payable under or in relation to this Charge shall be, in the absence of manifest error, conclusive evidence of the matter to which it relates.

19. Notices

19.1 A notice given under this Charge:

(a) shall be sent for the attention of Richard Fraser (in the case of the Lender) and for the attention of Dan Hulme, with a copy to the company secretary (in the case of the Borrower), at the addresses set out in the recitals (or such other address or person as the relevant party may notify to the other parties); and

(b) shall be:

(i) delivered personally; or

(ii) sent by pre-paid first class post or recorded delivery.

19.2 A notice is deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

(c) if deemed receipt under the previous paragraphs of this Clause 19.2 is not within business hours (meaning 9.00am to 5.30pm Monday to Friday on a day that is a Business Day), when business next starts in the time of deemed receipt.

- 19.3 To prove service in the case of Clause 19.2(a) and 19.2(b) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

20. Assignment

- 20.1 The Borrower may not assign, novate or otherwise deal with all or any part of its rights, interests or obligations under this Charge.
- 20.2 The Lender may at any time, without the consent of the Borrower, sell, transfer, assign, novate or otherwise dispose of all or any part of its rights, interests or obligations under this Charge.

21. Variation and waiver

- 21.1 No variation of this Charge shall be effective unless it is in writing and signed by or on behalf of each party (or their authorised representatives).
- 21.2 No failure or delay by the Lender to exercise any right or remedy provided under this Charge or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Charge or by law is only effective if it is in writing.
- 21.3 Except as expressly provided in this Charge, the rights and remedies provided under this Charge are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Counterparts

This Charge may be executed in any number of counterparts, each of which, when executed, constitutes an original of this Charge but all the counterparts together constitute one and the same agreement.

23. Governing law and jurisdiction

- 23.1 This Charge 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.
-
- 23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Charge or its subject matter or formation (including non-contractual disputes or claims).


24. Registered land

The Borrower applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Borrower's 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 [date] in favour of **The Trustees of the Roger De Haan Charitable Trust** referred to in the charges register or their conveyancer.'

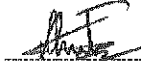
This Charge has been executed and delivered as a deed on the date set out above.

Executed and delivered as a deed by
The Shepway Sports Trust

)
) 
Director Trevor Minter

Acting by a director in the presence of

Witness



Signature

Name

DANIEL MULME

Address

FLAT 2, 23 KINGSGATE GARDENS
FOLKESTONE, KENT
CT20 2DP

Executed and delivered as a deed by
Sir Roger De Haan in his capacity as
trustee of
The Roger De Haan Charitable Trust
In the presence of

)
) 
)

Witness



Signature

Name

RICHARD PARKER

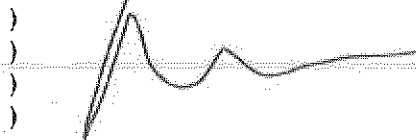
Address

Shind Hare Pilgrimage Way, Mares
Horton Ashford TN25 6DR

Occupation

ACCOUNTANT

Executed and delivered as a deed by
Joshua De Haan in his capacity as
trustee of
The Roger De Haan Charitable Trust
In the presence of

)
) 
)

Witness



Signature

Name

RICHARD PARKER

Address

Shind Hare Pilgrimage Way, Mares
Horton Ashford TN25 6DR

Occupation

ACCOUNTANT