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MR01

Particulars of a charge



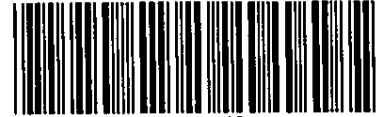
Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the 1

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument Use form MR08

THURSDAY



A09 *A5G1U66Z* #372
22/09/2016
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 09890293 ✓
Company name in full JAMES EDWARDS DEVELOPMENTS LIMITED ✓

For official use
5
▶ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 09/09/2016 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JULIAN HODGE BANK LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

✓ The freehold property known as land adjoining Lanelay Hall, Talbot Green shown edged red on the plan forming part of the land registered at the land under title number CWM670376 at the date of this Mortgage.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☒ Yes
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓ ☒ Yes Continue
☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes
☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

✓ X



X

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
CHRISTOPHER LEWIS

Company name
Acuity Legal Limited

Address
3 Assembly Square

Britannia Quay

Cardiff Bay

Post town
Cardiff

County/Region

Postcode
C F 1 0 4 P L

Country

DX
DX 200750 CARDIFF BAY

Telephone
+44 (0)29 20482288

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9890293

Charge code: 0989 0293 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2016 and created by JAMES EDWARDS DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2016

PT

Given at Companies House, Cardiff on 28th September 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

9 September

2016

JULIAN HODGE BANK LIMITED

LEGAL MORTGAGE

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

[Signature]
Audy Legal Limited
19.9.2016

THIS LEGAL MORTGAGE is made on

9th September

2016

BETWEEN

- (1) **JAMES EDWARDS DEVELOPMENTS LIMITED** (registered in England and Wales with number 09890293) whose registered office is at Edwards House, 36a Talbot Road, Pontyclun, CF72 8AF (the "Mortgagor"), and
- (2) **JULIAN HODGE BANK LIMITED** (registered number 743437) whose registered office is at 31 Windsor Place, Cardiff, CF10 3UR (the "Bank")

1. INTERPRETATION

The following expressions shall have the following meanings

- "Debtor" means David John Calway Edwards whose address is at Edwards Investments, 36a Talbot Road, Talbot Green, CF72 8AF
- "Property" means the property specified in the Schedule including all buildings and fixtures together with (unless the context otherwise requires) the assets specified in clauses 3.1.2 and 3.1.3
- "Secured Liabilities" means all monies, obligations and liabilities (whether actual or contingent, joint or several and whether as principal or surety or in any other capacity and including without limitation, default interest accruing in respect of any such monies, obligations and liabilities) now or at any time in the future due, owing or incurred by the (i) Debtor to the Bank and (ii) the Mortgagor to the Bank

2 SECURED LIABILITIES

The Mortgagor agrees to pay on demand the Secured Liabilities.

3 MORTGAGE

- 3.1 The Mortgagor with full title guarantee and as a continuing security for the Secured Liabilities:

3.1.1 mortgages by way of legal mortgage the Property;

3.1.2 mortgages by way of fixed charge the goodwill of any business carried on at the Property, and

- 3 1 3 if the Mortgagor is a company, charges by way of floating charge all moveable plant, machinery, implements, utensils, furniture, goods and equipment now or from the time located on or about the Property.

4 FURTHER ASSURANCE

The Mortgagor shall on request from the Bank and at the Mortgagor's cost sign any documents and take any action which the Bank may request for the purposes of perfecting or protecting this Mortgage or facilitating its enforcement

5. RESTRICTIONS

5.1 The Mortgagor shall not without the prior written consent of the Bank:

- 5 1 1 create or permit to subsist or arise any mortgage, charge, debenture or any other security interest or encumbrance or any right or option over the Property or any part thereof, or
- 5 1 2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Property or agree to do any of the above; or
- 5.1.3 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 above

6. UNDERTAKINGS OF THE MORTGAGOR

6.1 The Mortgagor undertakes to the Bank at all times when this Mortgage is in force

- 6.1 1 to keep all buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Bank free access at all reasonable times to view the state and condition of the Property,
- 6.1 2 to keep the Property insured with such insurer and against such risks as the Bank may require and to the Bank's satisfaction for their full replacement value with the Bank's interest noted on the policy, or at the Bank's option with the Bank named as co-insured and co-payee and the Mortgagor shall pay all premiums when due and produce or deposit with the Bank all such

policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances,

6.1 3 to apply any insurance proceeds in making good the loss or damage to the Property or at the Bank's option in or towards the discharge of the Secured Liabilities and pending such application the Mortgagor shall hold such proceeds in trust for the Bank, and

6 1 4 not without the previous written consent of the Bank to demolish, pull down, remove or permit to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property

6.2 If the Mortgagor fails to comply with any of the obligations under clause 6 1 the Bank may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to remedy the breach and shall not as a result be deemed to be a mortgagee in possession and the monies expended by the Bank shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest from the date of payment to the date of reimbursement.

7 ENFORCEMENT

7 1 This Mortgage shall become enforceable immediately upon the Bank making demand on the Mortgagor for payment of any of the Secured Liabilities.

7 2 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply to this Mortgage and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended under this Mortgage) shall arise on the execution of this Mortgage and shall become immediately exercisable without any of the restrictions contained in the LPA immediately upon this Mortgage becoming enforceable under clause 7 1.

8. APPOINTMENT AND POWERS OF RECEIVER

8 1 At any time after this Mortgage has become enforceable or, if requested by the Mortgagor, the Bank may appoint by writing any person or persons (whether an officer of the Bank 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 Bank 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 agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and by any other statute and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Bank's powers) the receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely

8 3 1 to take possession of the Property and to manage the Property and manage and carry on any business carried on at the Property,

8.3 2 to commence and/or complete any building works or 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,

8.3 3 to borrow monies from the Bank or others on the security of the Property for the purpose of exercising any of his powers,

8.3 4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;

8.3 5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;

8.3 6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient,

8.3 7 to make and effect repairs and improvements to the Property,

8 3 8 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;

8 3 9 to purchase materials, tools, equipment, goods or supplies,

8.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and

8.3 11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers referred to above and which he lawfully may or can do,

provided that the receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

8.4 Any monies received by the receiver in the exercise of his powers under this Mortgage and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, Mortgages and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration, secondly, in payment of the Secured Liabilities and thirdly, any balance shall be paid to the person or persons entitled to it.

9. BANK'S LIABILITY

9.1 In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by the Bank

9 2 In no circumstances shall the Bank be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Bank its officers, employees or agents in relation to the Property or in connection with this Mortgage.

10 PROTECTION OF THIRD PARTIES

10 1 Any purchaser or any other person dealing with the Bank 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 Mortgage or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank or such receiver.

10.2 All the protection for purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Bank or any receiver

11. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Bank are extended so as to authorise the Bank (whether in the name of the Bank or the Mortgagor) 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 Mortgagor 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 Bank (in its absolute discretion) shall think fit

12 POWER OF ATTORNEY

12.1 The Mortgagor irrevocably appoints the Bank and any receiver jointly and also severally the attorney and attorneys of the Mortgagor in the name of the Mortgagor to sign any documents or take any actions for the purposes of perfecting or protecting this Mortgage or facilitating its enforcement.

12.2 The Mortgagor agrees to ratify and confirm anything any attorney appointed under this clause properly does or purports to do in the exercise of any of the powers, granted or referred to in this Mortgage

13. BANK'S RIGHTS

13.1 At any time after this Mortgage becomes enforceable all powers of the receiver may be exercised by the Bank whether as attorney of the Mortgagor or otherwise

13.2 The Mortgagor agrees that at any time after this Mortgage becomes enforceable.

13.2.1 upon any sale or other disposition in exercise of the powers under this Mortgage the Bank may sever any fixtures from the Property and sell the same separately from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities; and

13.2.2 if the Mortgagor is an individual and clause 3.1.3 therefore does not apply, the Bank may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale shall be paid to the Mortgagor

13.3 The Bank shall on receiving notice that the Mortgagor has created an encumbrance over or disposed of the Property or any part of it or any interest in it be entitled to close any account or accounts of the Mortgagor and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to

combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank when it received such notice

14 CONCLUSIVE AND BINDING

14.1 Any demand, notification or Certificate given by the Bank specifying amounts due and payable under or in connection with any of the provisions of this Mortgage shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

15 ASSIGNMENT

15.1 This Mortgage is assignable or transferable by the Bank

15.2 The Mortgagor may not novate, assign or transfer any of its obligations under this Mortgage

15.3 The Bank may disclose to any person connected with the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Mortgage any information about the Mortgagor or any party connected or associated with it.

16 COSTS AND EXPENSES

16.1 The Mortgagor shall on demand by the Bank and on a full indemnity basis pay to the Bank the amount of all costs and expenses (including legal costs) together with Value Added Tax which the Bank incurs under or in connection with this Mortgage including in particular but without limitation all costs and expenses incurred in connection with the preservation or enforcement of the Bank's rights under this Mortgage

16.2 If the Mortgagor does not pay on demand any costs and expenses referred to in clause 16.1 such sums shall carry interest from the date of demand until they are paid in full

17 COMMUNICATIONS

- 17.1 Any demand or notice under this Mortgage shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Mortgagor personally or by post and either by delivering it to the Mortgagor or any officer of the Mortgagor at any place or by despatching it addressed to the Mortgagor at the address stated in this document (or such other address as may from time to time be notified by the Mortgagor to the Bank for this purpose) or the Mortgagor's current registered office or the place of business or address last known to the Mortgagor
- 17.2 Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.
- 17.3 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered.

18 CONTINUING SECURITY

The security created by this Mortgage shall not be discharged or affected by

- 18.1 any time, indulgence, waiver or consent at any time given to the Debtor or the Mortgagor or any other person,
- 18.2 any amendment to any of the terms or conditions of or variation in the amount of the Secured Liabilities;
- 18.3 the making or the absence of any demand on the Debtor or any other person for payment;
- 18.4 the enforcement or absence of enforcement of any of the Secured Liabilities or any other security, guarantee or indemnity,
- 18.5 the release of any security, guarantee or indemnity provided for in respect of any of the Secured Liabilities or any other security, guarantee or indemnity,
- 18.6 the liquidation, administration or bankruptcy of the Debtor or the Mortgagor or any other person,
- 18.7 the illegality, invalidity or unenforceability of or any defect in the Secured Liabilities or any of the obligations of the Debtor or the Mortgagor or other party thereunder; or
- 18.8 any other matter whatsoever which might but for this provision operate to discharge or reduce the liability of the Mortgagor under this Mortgage.

19 **MISCELLANEOUS**

- 19.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Mortgage shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Mortgage of that or any other right or remedy
- 19.2 The Bank's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient
- 19.3 Any waiver by the Bank of any terms of this Mortgage or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 19.4 If at any time any one or more of the provisions of this Mortgage is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Mortgage nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 19.5 Where any provision of this Mortgage provides for the payment of interest interest shall be calculated at the rate applicable to the Secured Liabilities (or, if there is more than one such rate, at the higher(est) of such rates) or, in the absence of any such rate, at 3% per annum above the Bank's base rate from time to time in force.
- 19.6 References to statutes, statutory provisions and other legislations shall include all amendments, substitutions, modifications and re-enactments for the time being in force
- 19.7 Clause headings are for reference only and are not to affect the interpretation of this Mortgage.

20. **REGISTERED LAND**

The Mortgagor applies to the land registry for a restriction in the following terms to be entered on the register of the Mortgagor'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 9 September 2016 in favour of Julian Hodge Bank Limited referred to in the charges register

21 **JOINT AND SEVERAL**

If two or more persons are included in the expression Mortgagor their liability shall be joint and several

IMPORTANT NOTICE: BY ENTERING INTO THIS MORTGAGE YOU MAY BECOME LIABLE INSTEAD OF OR AS WELL AS THE DEBTOR. YOU ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THE MORTGAGE.

THIS MORTGAGE has been executed as a deed on the date stated at the beginning of this document

SCHEDULE

The freehold property known as land adjoining Lanelay Hall, Talbot Green shown edged red on the plan forming part of the land registered at the land under title number CWM670376 at the date of this Mortgage.

EXECUTED as a Deed
by **JAMES EDWARDS DEVELOPMENTS LIMITED**
acting by

Director

in the presence of

Witness signature

Witness name

Witness address



HELEN VAN WILLEGEN

16 Axis Court
Swansea Vale
Swansea.

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This drawing is to comply with all regulations with the current Building Regulations, Planning and Building Regulations and is not specifically stated in the title.

This drawing must be read and checked against any relevant, Government or other specific regulations or Plans provided.

It is the responsibility of the client to ensure that all relevant regulations and standards are met and that the drawing is not used for any other purpose without the written consent of the architect.

Any alterations to the drawing must be made by the architect and must be signed by the architect.

Any alterations to the drawing must be made by the architect and must be signed by the architect.

General Notes

General Notes

Architectural
Town Planning
Urban Design
Civil Engineering Design
Planning Supervision
Landscape Architecture

Hammonds Yates
HAMMONDS YATES LIMITED
Riverside Court, Harbour Road, Portlough, Dublin 11
T: 01273 844744 E: h.yates@hammondsyates.com

Client
BDW Trading Ltd

Project Title
**Lanelay Hall
Pontyclun**

Drawing Title
**Lanelay Hall
Option Plan**

Drawing Status

Drawn By IS	Scale 1:250	Date Dec 2015
Job No. 1484	Drawing No. LT-04	Rev

NOT TO SCALE THIS DRAWING
This drawing is to comply with all regulations with the current Building Regulations, Planning and Building Regulations and is not specifically stated in the title.

