



**Registration of a Charge**

Company name: **NEXT BIG THING (OLD HALL) LIMITED**

Company number: **10491371**



X6HD97BU

Received for Electronic Filing: **19/10/2017**

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**Details of Charge**

Date of creation: **29/09/2017**

Charge code: **1049 1371 0001**

Persons entitled: **HOME AND COMMUNITIES AGENCY**

Brief description: **LAND KNOWN AS THE ENABLING DEVELOPMENT SITE AND ADJOINING LAND AT BEWSEY OLD HALL, WARRINGTON, CHESHIRE BEING THE LAND DEMISED BY URBAN SPLASH DEVELOPMENTS LIMITED TO THE COMPANY UNDER A LEASE OF EVENT DATED.**

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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: **00026590000**



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

Company number: 10491371

Charge code: 1049 1371 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2017 and created by NEXT BIG THING (OLD HALL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2017 .

Given at Companies House, Cardiff on 23rd October 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

Dated 29 September 2017

NEXT BIG THING (OLD HALL) LIMITED (1)

HOMES AND COMMUNITIES AGENCY (2)

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**LEGAL CHARGE**  
relating to Land at Bewsey Old Hall Warrington,  
Cheshire

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NEX003.0005 - Legal Charge Engrossment

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Title Number [ ] and registered at H.M. Land Registry who are requested to register the restriction in clause 6.5 of the Declarations contained in this Deed

LEGAL CHARGE DATED 29 September 2017

- (1) **NEXT BIG THING (OLD HALL) LIMITED** whose registered office is at 12 Jordan Street Liverpool L1 0BP (Company Registration Number 10491371 ("**the Chargor**")
- (2) **HOMES AND COMMUNITIES AGENCY** having its principal place of business at Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH ("**the Agency**")

#### 1. DEFINITIONS

**Agreement** means an agreement dated 21 June 2011 made between the Agency and the Company for the transfer of the Property (together with enabling development land) subject to the Conditions the Company's interest in which has been novated to USDL by the Novation Deed

**All Monies** each and all of the following in respect of the Charged Property:

- (1) Expenses
- (2) the costs of remedying any breach of the Conditions and/or satisfying the Conditions
- (3) any payment due by USDL to the Agency due under the Agreement

**Business** the business or activity carried on by the Chargor at the Property

**Charged Property** the Property or any part of any of it

**Chargor and Agency** include persons deriving title under them respectively

<b>Company</b>	Urban Splash Limited (company registration number 02827908)
<b>Conditions</b>	means the obligations of USDL to the Agency contained in the Agreement and the covenants of the Chargor contained in clause 4 of this Deed
<b>Expenses</b>	all legal and other costs charges and expenses (on a full indemnity basis) properly incurred or paid by the Agency in relation to the maintenance preservation realisation and enforcement of this security or to any request by the Chargor whether or not the same shall be granted
<b>Interest</b>	means 4% above the base lending rate of Barclays Bank plc
<b>Novation Deed</b>	a Deed of Novation dated 26 July 2013 made between (1) The Company (2) USDL (then known as SML Devco Limited) and (3) the Agency
<b>Property</b>	land known as Enabling Development Site and adjoining land at Bewsey Old Hall Warrington Cheshire being the land demised by USDL to the Chargor under a lease of even date made between USDL (1) and the Chargor (2)
<b>Receiver</b>	any one or more person(s) appointed as receiver and/or manager of property
<b>Sub-Developer Agreement</b>	an agreement of even date (inter alia) for the grant of the above mentioned lease of the Property made between (1) USDL (2) the Chargor and (3) Peter Wild
<b>Trade Licences and Agreements</b>	licences consents approvals or certificates of registration permitting any activity necessary for the continuance of the Business and any contract or appointment for the carrying out of works at

the Property

**USDL**

Urban Splash Developments Limited (company  
registration number 08338877)

**2. OPERATIVE CLAUSES**

- 2.1 In consideration of USDL granting a Lease of the Property to the Chargor, the Chargor covenants with the Agency as set out in clause 4 and makes the Declarations set out in clause 6 of this Deed.
- 2.2 This Deed is made to secure the obligations of the Chargor to satisfy the Conditions insofar as they relate to the Property.

**3. CHARGE**

- 3.1 The Chargor with full title guarantee charges as a continuing security with an obligation to satisfy the Conditions and make payments of All Monies when due to the Agency by way of a legal mortgage the Property.

**4. CHARGOR'S COVENANTS**

The Chargor covenants as follows:

4.1 Payments

- (a) To repay Expenses to the Agency on demand;
- (b) To pay Interest on the Expenses from the date on which they are incurred by the Agency to the date on which they are repaid by the Chargor; and
- (c) To repay All Monies as and when they become due

Interest payable under this clause ~~4.14.1~~ shall be charged on a daily basis and shall be payable as well after as before any judgment

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#### 4.2 Outgoings

- (a) To discharge punctually all obligations to pay rates, taxes, hire payments and other outgoings payable in respect of the Charged Property and any other obligations on the part of the Chargor arising under the Conditions insofar as they relate to the Charged Property.
- (b) To keep the Agency indemnified against payment of all sums payable in respect of the Charged Property.

#### 4.3 Trade Licences and Agreements

- (a) To obtain renew and maintain proper Trade Licences and Agreements permitting any activity necessary for the continuance of the Business and for compliance with the terms of the Agreement.
- (b) To produce any Trade Licences and Agreements within 14 days of demand by the Agency.
- (c) Not to do or allow anything which may prejudice Trade Licences and Agreements or their renewal.
- (d) To notify the Agency immediately of anything (whether summons notice or objection) likely to affect the continuance or renewal of any Trade Licences and Agreements or any variation in the conditions imposed.

#### 4.4 Protection of Trade Licences and Agreements

- (a) When there has been default hereunder or in the opinion of the Agency any act jeopardising any Trade Licences and Agreements to cause any Trade Licences and Agreements to be transferred or renewed and to be granted novated or assigned to the Agency or its nominee and give all notices to bring this about.
- (b) Not to oppose or question any such transfer novation grant assignment or renewal and the production of this deed shall be conclusive evidence of the consent of the Chargor.

#### 4.5 Access and Structural Alterations



- (a) Not to cause or permit:
  - (i) any structural alterations or additions to the Property;
  - (ii) any material change in the use of the Property;
  - (iii) any easement or right over the Property or any part to be granted to or acquired by any person

except in each case in accordance with the terms of the Agreement or with all necessary consents and approvals

#### 4.6 Covenant Observance

- (a) To observe and perform all the covenants and conditions affecting the Property and to keep the Agency indemnified in respect of any breach.
- (b) To notify the Agency forthwith in writing if proceedings are issued or threatened against the Chargor affecting the Charged Property.

#### 4.7 Fittings

Not to execute a bill of sale or walking possession agreement other than to the Agency over any of the furniture fittings or trade effects used in the Property.

#### 4.8 Other Mortgages Etc

To procure that any subsequent mortgages and charges do not have any priority over this charge other than as permitted or contemplated by the terms of the Agreement.

#### 4.9 Leasing

Not without the Agency's prior written consent such consent not to be unreasonably withheld or delayed to let or part with or share possession or occupation of or grant any licence over or right to occupy the Charged Property and the Chargor's statutory powers of leasing agreeing to lease and taking surrenders of leases are excluded.

#### 4.10 Business Arrangements

Not without the Agency's prior written consent such consent not to be unreasonably withheld or delayed to transfer the control of or let the Business to another or to enter into a franchise or similar agreement with another other than as permitted or contemplated by the terms of the Agreement.

#### 4.11 Audited Accounts and Stock Returns

- (a) To permit the Agency and all persons authorised by it at all reasonable times:
  - (i) to inspect and take copies and extracts from the Chargor's account books and records and to furnish all information and facilities which it may require; and/or
  - (ii) to inspect the Charged Property.
- (b) To produce annually to the Agency a copy of the balance sheet and profit and loss accounts of the Chargor and of the Business promptly and in any event within six months of the end of the accounting year covered by such accounts and where accounts are not audited to produce to the Agency on demand equivalent evidence which is reasonably satisfactory to the Agency as to the financial standing of the Chargor and the Business.

#### 4.12 Repair

Subject to the obligations in the Agreement to keep the Charged Property in good and substantial repair and if the Chargor defaults then the Agency shall have the power (but shall not be under any obligation) to put and keep the Charged Property in such repair but provided always that this clause shall not apply to any building or area which has not been developed pursuant to the Agreement.

#### 4.13 Insurance

- (a) To keep the Charged Property (or procure the Charged Property is kept) insured against loss or damage by fire and against such other risks as the Agency may reasonably direct in a sum not being less than the full replacement value including site clearance costs professional fees consequential loss and in such insurance office as the Agency may reasonably agree and if the Chargor defaults, then the Agency shall have the power (but shall not be under any obligation) to effect such insurance at the cost of the Chargor but provided that during any

building works the Charged Property need only be insured under a standard form contractor's all risk insurance policy.

- (b) To produce to the Agency within a reasonable period of request a copy of the premium receipts for current insurances.
- (c) To hold all insurance monies received as trustee and apply the same in the following manner and order:
  - (i) to discharge any claims having priority to All Monies;
  - (ii) to use the balance for (at the Agency's option) either making good the insured loss or damage or for paying off or reducing All Monies;
  - (iii) to pay any surplus monies to the persons entitled to them.

## **5. POWERS ON DEFAULT**

- 5.1 In the case of any breach of the Conditions or a failure to make a payment of All Monies when due the statutory powers of sale and the right of appointing a receiver shall arise but only in the event that the Agency may at that time lawfully determine the Agreement.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply to this security.
- 5.3 In the event of lawful determination of the Agreement by the Agency (or the Sub-Developer Agreement by the Company) then the Agency shall cease to be under any further obligation to the Chargor and the power of sale shall become immediately exercisable and All Monies shall become payable forthwith without notice or other restriction (and irrespective of any statutory provisions).
- 5.4 When the Agency enters into possession of the Property if the Chargor's furniture or chattels are not removed within 28 days of a request in writing so to do then the Agency may remove and/or store the same or after a further 28 days sell or dispose of such furniture or chattels at the expense and on behalf of the Chargor but these rights do not constitute a bill of sale.
- 5.5 At any time after the power of sale has become exercisable the Agency may:

- (a) appoint a Receiver of the Charged Property or any part thereof;
- (b) from time to time remove any Receiver so appointed;
- (c) appoint another Receiver in the place of any Receiver so removed;
- (d) where more than one Receiver is appointed then such Receivers may be appointed to act jointly and severally

and the remuneration of such Receiver shall be as the Agency shall stipulate but shall be paid by the Chargor.

5.6 A Receiver so appointed shall be the agent of the Chargor (who alone shall be responsible for his acts or defaults whether wrongful or not) and shall (in addition to his statutory powers) have power:

- (a) to take possession of and get in the Charged Property;
- (b) to carry on or concur in carrying on the Business in such manner as he may think fit;
- (c) to use (with the licence of the Chargor which is hereby irrevocably given) the trade fixtures fittings furniture and equipment normally used by the Chargor in connection with the conduct of the Business free of charge for such period as such Receiver shall require;
- (d) so far as maybe practicable to cause the Chargor to observe and perform all the covenants contained herein and to terminate remedy or correct any breach;
- (e) without the restrictions imposed by the Law of Property Act 1925 to sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with the Charged Property in such manner for such consideration or for no consideration and generally on such terms and conditions as the Receiver may think fit. The consideration may be cash or other valuable consideration and may be payable immediately or by instalments, spread over such period as the Receiver shall think fit, and so that any consideration received in a form other than cash shall forthwith on receipt form part of the Charged Property;

- (f) to borrow any monies deemed necessary or expedient for carrying on the Business or in the exercise of any of his other powers hereunder;
- (g) to make any arrangements or compromises or enter into any contracts which he shall think expedient in the interests of the Agency;
- (h) to enter into contracts in connection with the exercise of his powers hereunder with any person whether or not such person is connected with the Agency;
- (i) by himself or for and on behalf of and in the name of the Chargor to sign give make and do all proper notices consents applications and acts (including any appearance by his agent before the Justices or other appropriate Authority) necessary or expedient for (i) obtaining grant renewal or transfer of Trade Licences and Agreements or (ii) appealing against any refusal by any authority to renew or transfer any of the Trade Licences and Agreements or against any order made in respect of the Property.

5.7 All money received by such Receiver shall be applied (after discharging all claims having priority) in the following manner and order:

- (a) to discharge or repay all amounts costs liabilities and expenses properly incurred in carrying on the Business or in the performance or exercise of his powers (including remuneration of the Receiver);
- (b) in or towards satisfaction of All Monies;
- (c) to pay any surplus monies to the persons entitled to them.

5.8 At any time after the Agency shall have demanded payment or discharge of All Monies or if requested by the Chargor the Agency may exercise without further notice all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers, authorities, and discretions hereby conferred expressly or by inference on a Receiver.

5.9 The Agency may exercise any of the above powers and may sign or execute any documents on behalf of and in the name of the Chargor (notwithstanding any bankruptcy or liquidation of the Chargor as appropriate) or on his behalf.

5.10 Nothing done by or on behalf of the Agency shall render it liable to account as mortgagee in possession for any sums other than actual receipts.

5.11 A purchaser from or other person dealing with the Agency or a Receiver in good faith and for value shall not be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser or other person shall not be impeachable by reference to any of those matters.

## **6. DECLARATIONS**

### **6.1 Power of Attorney**

The Chargor hereby irrevocably appoints the Agency and any Receiver appointed by the Agency and any persons nominated in writing under the hand of any officer of the Agency jointly and severally his attorney in his name and on his behalf and as his act and deed to execute, and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper by the Agency or such Receiver for any of the purposes of this Deed.

### **6.2 Saving**

Any invalidity of the whole or any part of this Deed does not affect the validity of any remaining part of this Deed.

### **6.3 Service of Notices etc**

A notice request or demand authorised or required by this Deed will be effectively given to all persons or bodies constituting the Chargor if:

- (a) it is issued either by the Agency or its agent; and
- (b) it is in writing; and
- (c) either it is left for or it is sent by pre-paid post to the Chargor (or any constituent person or body thereof) at his/its last known residence or place of business (or registered office if the addressee is incorporated) or at the Property and (if it is so sent) shall be deemed to have been received by the Chargor in the ordinary

course of post whether or not it shall have been returned to the Agency or its agent.

#### 6.4 Priority

At any time on receiving notice that the Chargor has encumbered the Charged Property or has had a Receiver appointed to all or any part of its assets or (being a Company) gone into liquidation (whether compulsory or voluntary) the Agency may close any account of the Chargor and open a new account, and if it does not open a new account it shall nevertheless be treated as if it had done so when it received notice. No money paid or carried to the credit of the new account or which would have been so paid or credited had the new account been opened shall discharge any part of the monies secured by this deed at the date of such notice.

#### 6.5 Registered Title – Restriction on Dispositions

The Chargor hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar);

*"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 29 September 2017 in favour of Homes and Communities Agency referred to in the charges register or without a certificate signed by its conveyancer that the provisions of a legal charge dated 29 September 2017 between Next Big Thing (Old Hall) Limited (1) and the Homes and Communities Agency (2) have been complied with."*

The Agency hereby covenants with the Chargor not to withhold such consent if the provisions of the said legal charge have been materially complied with.

6.6 Consolidation

Section 93 of the Law of Property Act 1925 (restricting a mortgagee's right of consolidation) shall not apply to this Deed.

6.7 Termination (other than default)

The charges created by this Deed may be redeemed by the Chargor by paying All Monies and having fully satisfied the Conditions.

6.8 Continuance of Chargor's Liability

- (a) No time or indulgence given by the Agency to the Chargor or variation of the terms hereof agreed between them shall release or in any way lessen any liability of the Chargor.
- (b) This Deed shall be a continuing security to the Agency who shall not be under any obligation to consent to or seek to enforce any other security or personal guarantee for such monies or liabilities which it may hold from any other person firm or company.

6.9 Chargor's Acknowledgement

The Chargor acknowledges that:

- (a) this Deed constitutes the entire agreement between the parties with regard to the subject matter hereof and has not been entered into in reliance wholly or partly on any statement or representation (whether in writing or verbally) made by the Agency or its employees or agents;
- (b) the Chargor has made and will continue to make its own independent enquiries into all matters relevant to the Business now or hereafter to be carried on;
- (c) neither the Agency nor its employees or agents shall at any time be or become in any way liable to the Chargor for any advice or suggestion previously or hereafter given or made (whether in writing or verbally) by any of them to the Chargor in relation to the conduct of Business.

6.10 No variation



No variation of this Deed shall be valid and binding on the Agency unless confirmed in a written document signed by the Agency.

#### 6.11 Appropriation

The Agency shall at all times have the absolute right:

- (a) to appropriate or treat as appropriated all or any sums received from the Chargor or any surety or guarantor of the Chargor (on whatsoever account the same may be expressed or intended to be paid) in or towards satisfaction of any sum owing by any such party to the Agency on any account whatsoever as the Agency thinks fit; and
- (b) to set off against any sums due and owing from the Agency to such other party all sums due and owing by such other party to the Agency on any account and whether due under this Deed or some other agreement.

#### 6.12 Interpretation

Unless the context requires otherwise this Deed shall be interpreted as follows:

- (a) References to one gender shall include references to the other gender and the singular shall include the plural and vice versa.
- (b) If the Chargor is at any time more than one person or body, then all the obligations of the Chargor shall be joint and several obligations.
- (c) Reference to an Act of Parliament shall include any Act or Acts or Regulations amending or replacing it or them and any statutory instruments orders plans regulations permissions and directions deriving validity therefrom.

The Common Seal of  
HOMES AND COMMUNITIES  
AGENCY was hereunto affixed  
in the presence of:

)  
)  
)  
)

Authorised Signatory

Executed as a Deed

)

by NEXT BIG THING (OLD HALL) LIMITED  
acting by a director in the presence of

)

~~of~~ *Authorized Attorney* RICHARD

IAN SALEH in the presence of:-



*Joanne Wilks* JOANNE WILKS

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