



Registration of a Charge

Company name: **LARKFIELD CHURCH LIMITED**

Company number: **10711081**

Received for Electronic Filing: **10/01/2019**



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Details of Charge

Date of creation: **09/01/2019**

Charge code: **1071 1081 0002**

Persons entitled: **WILLSAM LIMITED**

Brief description: **52 RHOS ROAD, RHOS ON SEA, COLWYN BAY LL8 4RS REGISTERED UNDER TITLE NUMBER WA506665 AND CHURCH HOUSE, ELWY ROAD, RHOS ON SEA, COLWYN BAY REGISTERED UNDER TITLE NUMBER CYM232449**

Contains fixed charge(s).

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:

SAMANTHA MARCUS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10711081

Charge code: 1071 1081 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th January 2019 and created by LARKFIELD CHURCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2019 .

Given at Companies House, Cardiff on 14th January 2019

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

9 January

2018

LARKFIELD CHURCH LIMITED

TO

WILLSAM LIMITED

LEGAL CHARGE BY OWNER

relating to

**52 Rhos Road, Rhos on Sea, Colwyn Bay LL8 4RS; and
Church House, Elwy Road, Rhos on Sea, Colwyn Bay**

THIS LEGAL CHARGE is made the

9 January

7
2018

BETWEEN :

- (1) **LARKFIELD CHURCH LIMITED** incorporated and registered in England and Wales with company number 10711081 whose registered office is at 45 Hoghton Street, Southport PR9 0PG (the "**Mortgagor**");
- (2) **WILLSAM LIMITED** incorporated and registered in England and Wales with company number 08047674 whose registered office is at 2 Beechwood Grove, Shipley BD18 4JS (the "**Mortgagee**")

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

1.1 In this Deed unless the context otherwise requires:-

"**Charged Property**" means all of the Property, Fixtures and otherwise the property of the Mortgagor charged by this Legal Charge;

"**Disposal**" includes any charge, sale, lease, sub-lease, assignment or transfer or any agreement to enter into any of the foregoing, the grant of an option or similar right, the creation of a trust or other equitable interest in favour of a third party and a sharing or parting with possession or occupation whether by way of licence or otherwise and "Dispose" and "Disposition" shall be construed accordingly

"**Encumbrance**" means any mortgage, charge (whether legal or equitable) pledge, lien (other than a lien in the ordinary course of trading) hypothecation, assignment by way of security or other encumbrance of any kind;

"**Fixtures**" in relation to any freehold or leasehold property charged by or under this Legal Charge means all landlord's fixtures and fittings (including landlord's and/or tenant's trade fixtures and fittings, if any) and fixed plant and machinery from time to time thereon, the property wherein is vested in the Mortgagor;

"**1925 Act**" means the Law of Property Act 1925;

"**Loan Agreement**" means the loan agreement dated [9 January 2018] ~~7 December 2018~~ and made between the Mortgagor (1) and the Mortgagee (2).

"Property" means the property set out in the Schedule to this Legal Charge together with all buildings thereon subject to and with the benefit of all rights, easements, covenants, restrictions, stipulations, agreements, declaration and other matters affecting and/or benefiting the same;

"Receiver" means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Legal Charge in respect of the Mortgagor or over all or any of the Charged Property;

"Secured Liabilities" means all monies, present and future obligations and liabilities of the Mortgagor to the Mortgagee whether actual, contingent, sole, joint and/or several or otherwise;

"VAT" means Value Added Tax or any other tax on added value or on turnover for the time being in force as shall be legally payable whether as a result of any election or otherwise at the rate appropriate at the time of the relevant supply.

1.2 The expression "Mortgagee" includes its successors, transferees and assigns whether immediate or derivative.

1.3 Where more than one person is comprised in the expression "the Mortgagor":-

1.3.1 covenants expressed to be made by the Mortgagor shall be deemed to be made by such persons jointly and severally;

1.3.2 the Mortgagee may release or discharge one or both of them from all or any liability or obligation hereunder or may make any arrangement or composition with any such person without thereby releasing the other of them or otherwise prejudicing any of its rights hereunder or otherwise.

1.4 Clause headings are inserted for convenience only and have no legal effect.

1.5 The schedule forms part of this Legal Charge and shall have the same force and effect as if expressly set out in the body of this Legal Charge.

1.6 In this Legal Charge unless the context otherwise requires:-

1.6.1 references to clauses, sub-clauses and schedules are to the clauses, sub-clauses of and schedules to this Legal Charge;

1.6.2 words importing the plural shall include the singular and vice versa;

1.6.3 references to statutory provisions shall be construed as references to those provisions as replaced, amended or enacted from time to time.

2. COVENANT TO PAY

The Mortgagor hereby covenants with the Mortgagee on demand to pay to the Mortgagee all monies which now are or at any time hereafter may be or become due or owing by the Mortgagor to the Mortgagee and discharge all obligations and liabilities whether actual contingent (including further advances made hereafter by the Mortgagee and secured directly or indirectly by this Legal

Charge now or hereafter incurred by the Mortgagor to the Mortgagee in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) and whether originally owing to the Mortgagee or purchased or otherwise acquired by it together with interest to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses (including internal administration costs) incurred by the Mortgagee in relation to this Legal Charge in enforcing or seeking to enforce the security hereby created on a full indemnity basis.

3. INCORPORATION OF TERMS

The terms of the Loan Agreement shall be incorporated herein.

4. INTEREST

The Mortgagor shall pay interest to date of payment (as well after as before any demand or Judgement) in accordance with the terms of the Loan Agreement on any sum which is not paid when due to the Mortgagee from the Mortgagor hereunder and such interest shall be compounded in the event of it not being punctually paid.

5. CHARGING CLAUSE

The Mortgagor with full title guarantee hereby charges to the Mortgagee as a continuing security for the payment of all the Secured Liabilities (including all expenses and charges arising out of or in connection with the acts or matters referred to in clause 10) by way of legal mortgage the Property and the Fixtures thereon and the proceeds of any Disposal in respect thereof and all deeds and documents from time to time relating thereto and all insurance and compensation monies under the insurance policies referred to in clauses 8.1.2.3. and 8.1.2.4.

6. RESTRICTIONS ON DEALING

5.1 The Mortgagor hereby covenants with the Mortgagee that the Mortgagor will not without the prior consent in writing of the Mortgagee:-

- 5.1.1 dispose, discount, factor or pledge the Charged Property or any part thereof; or
- 5.1.2 create or attempt to create or permit or suffer to arise or subsist any Encumbrance over the Charged Property or any part thereof or interest therein; or
- 5.1.3 dispose of the Charged Property or any material part thereof or interest therein or purport to do so;
- 5.1.4 make or permit to be made any material change in the scope or nature of the Mortgagor's business or trading as conducted at the date hereof.

5.2 The Mortgagor hereby applies to the Chief Land Registrar for the registration against the registered title of the Charged Property of the following restriction: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be

registered without a written consent signed by the proprietor for the time being of the charge dated 9 January 2019 in favour of Willsam Limited referred to in the charges register or their conveyancer".

7. DEPOSIT OF DEEDS

6.1 The Mortgagor will deposit with the Mortgagee and the Mortgagee during the continuance of this security shall be entitled to hold and retain:-

6.1.1 all deeds and documents of title relating to the Property and the insurance policies relating thereto; and

6.1.2 all such other documents relating to the Charged Property as the Mortgagee may from time to time require.

8. FURTHER ASSURANCE

7.1 The Mortgagor shall immediately on demand in writing by the Mortgagee execute in favour of the Mortgagee or as the Mortgagee may direct such further legal or other assignments, mortgages, charges, documents or other instruments as the Mortgagee shall require of and on all Charged Property to secure the Secured Liabilities and to contain:-

7.1.1 an immediate power of sale without notice; and

7.1.2 a clause excluding section 93 of the 1925 Act and the restrictions contained in section 103 of the 1925 Act; and

7.1.3 such other clauses for the benefit of the Mortgagee as the Mortgagee may reasonably require.

9. COVENANTS

8.1 The Mortgagor hereby covenants with the Mortgagee during the continuance of this security that the Mortgagor will at all times:-

8.1.1 Business

Carry on and conduct its affairs and any business in a proper and efficient manner

8.1.2 Insurance and Repair

8.1.2.1 Repair and put and keep the Property all buildings Fixtures and machinery and effects of every description in good and substantial repair and in good working order and permit the Mortgagee and any person authorised by it to enter the Property or any part thereof at any reasonable hour to view or survey the state and condition of all or any of the Property all buildings Fixtures machinery and effects.

8.1.2.2 Forthwith after being required to do so by the Mortgagee make good any want of repair in the Property all buildings Fixtures machinery and effects and if the Mortgagor shall at any time make default (whether or not on notice from the Mortgagee) in keeping the Property all buildings fixtures and machinery and effects in repair the Mortgagee shall be entitled to repair and keep in repair and proper working order the Property all buildings Fixtures machinery and effects (with power to enter upon the Property for that purpose).

8.1.2.3 Keep all buildings, Fixtures or machinery and effects insured against such contingencies and risks in such manner as the Mortgagee shall require to the full reinstatement cost thereof from time to time in such office or offices as the Mortgagee shall require with the interest of the Mortgagee noted on the policy or policies and will punctually pay all premiums necessary for the purpose of such insurance immediately on the same becoming due or within 7 days thereafter and will forthwith on demand deliver to the Mortgagee the policy or policies of such insurance and the receipt for every such payment and will apply all monies which may be received by virtue of any such policy either in making good the loss or damage in respect of which the same may have been received or (if so required by notice given by the Mortgagee not later than 7 days after notice to the Mortgagee of the receipt of such monies and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Legal Charge) in discharge or reduction of the monies hereby secured and the Mortgagor shall make good any shortfall in such monies from the Mortgagor's own resources.

8.1.2.4 Maintain such other insurance policies (with the interest of the Mortgagee noted thereon) as are normally maintained by prudent persons carrying on business similar to the business of the Mortgagor.

8.1.3 Rates and Taxes

Punctually pay and indemnify the Mortgagee and any Receiver against all present and future rent, rates, taxes, duties, charges assessments, impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise) now or at any time payable in respect of the Charged Property or any part thereof or by the owner or occupier thereof.

8.1.4 Property

8.1.4.1 Ensure (subject to the terms of any leases as hereinafter defined) neither the Mortgagor nor any person demolishes or makes any structural alterations or additions to the Property without the consent of the Mortgagee in writing or injures or in any manner or by any means lessens the value of the Property (to be determined by the Mortgagee or its agent in its absolute discretion) or severs any

Fixtures from the Property unless it promptly replaces them with others of equal or greater value.

- 8.1.4.2 Comply with any covenants stipulations and conditions relative to the Property or its use or enjoyment.
- 8.1.4.3 Comply with all obligations imposed under any present or future statute, regulation order or instrument or under any bye-laws, regulations or requirements of any competent authority or planning permission or other approvals, licences or consents relative to the Property or its use or enjoyment.
- 8.1.4.4 Where the Property comprises or is or becomes subject to any lease, underlease, tenancy or agreement for lease (in this paragraph 8.1.4.4 called "the said lease") observe and comply with all its obligations under and enforce the due observance and performance of all other persons under the said lease and promptly (as landlord) implement all rent reviews due under the said lease and will not waive, release or vary any of the terms of the said lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent in writing of the Mortgagee such consent not to be unreasonably withheld or delayed.
- 8.1.4.5 Not (without the prior consent in writing of the Mortgagee) apply for or implement any permission under the Town and Country Planning Act 1990 or change or permit or suffer to be changed the present use of the Property or do or suffer or omit to be done any act, matter or thing whereby any provision of any statute order or regulations from time to time in force affecting the Property is infringed.
- 8.1.4.6 Within seven days of receipt send to the Mortgagee copies of any notice or order or proposal issued or sent to the Mortgagor by any competent authority and without delay comply with such notice or order and at the request of the Mortgagee make or join with the Mortgagee in making such objections or representations, against or in respect of such proposal as the Mortgagee shall consider expedient and any compensation received by the Mortgagor as a result of any such notice or order shall be charged to and paid to the Mortgagee and be applied in reduction of the Secured Liabilities.

8.1.5 General Default

- 8.1.5.1 If the Mortgagor at any time defaults in complying with any of its obligations contained in this Legal Charge the Mortgagee shall without prejudice to any other rights of the Mortgagee arising as a consequence of such default be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the

Mortgagee and its employees and agents by way of security to do all such things (including without limitation entering the Property) necessary or desirable in connection therewith. Any monies so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand together with interest as prescribed by the Loan Agreement date of payment by the Mortgagee until such repayment both before and after demand on judgement.

10. POWERS OF MORTGAGEE

- 9.1 The statutory powers of sale and of appointing a receiver (as hereby extended) shall arise and become exercisable at any time after execution of this Legal Charge.
- 9.2 At any time after the Mortgagee shall have demanded payment from the Mortgagor of any of the Secured Liabilities or if requested by the Mortgagor the Mortgagee may exercise without further notice and without the restrictions contained in section 103 of the 1925 Act and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by the 1925 Act as hereby varied or extended and all the powers and discretions conferred by this Legal Charge either expressly or by reference on a Receiver.
- 9.3 In exercising the powers referred to in clauses 9.1 and 9.2 the Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise to accept surrenders of leases and to grant options on such terms as the Mortgagee may consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the 1925 Act.
- 9.4 If the Mortgagee receives notice actual or constructive of any subsequent mortgage, charge, assignment or other disposition affecting the Charged Property or any part thereof or interest therein the Mortgagee may open a new account for the Mortgagor and if the Mortgagee does not do so then unless the Mortgagee gives express written notice to the contrary to the Mortgagor 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 or on behalf of the Mortgagor to the Mortgagee shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Mortgagor to the Mortgagee at the time when it received notice.

11. APPOINTMENT AND POWERS OF RECEIVER

- 10.1 At any time after:-
 - 10.1.1 the Mortgagee has demanded payment from the Mortgagor or any money or the discharge of any obligation or liability hereby secured; or
 - 10.1.2 if requested by the Mortgagor;

the Mortgagee may in writing or under the hand of any duly authorised officer of the Mortgagee appoint any person to be a Receiver of the Charged Property or any part thereof.

- 10.2 Where more than one Receiver is appointed they shall have power to act severally independently of any other Receiver (unless the Mortgagee shall in the appointment specify to the contrary) in relation to all or any part of the Charged Property.
- 10.3 The Mortgagee may from time to time fix the remuneration of any Receiver and may remove any Receiver and appoint another in his place.
- 10.4 A Receiver shall be the agent of the Mortgagor in respect of which he was appointed and the Mortgagor shall be solely responsible for his acts, defaults and for his remuneration.
- 10.5 A Receiver shall have all the powers conferred from time to time on receivers by statute including the powers conferred by the 1925 Act without the restrictions contained in section 103 of the 1925 Act or conferred on administrative receivers by schedule 1 of the Insolvency Act 1986 and in addition power on behalf and at the cost of the Mortgagor (notwithstanding the death, bankruptcy or insanity of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit in relation to the Charged Property or any part thereof and in particular (but without limitation) power to:-
- 10.5.1 take possession of, collect, get in and give receipts constituting an effectual discharge binding on the Mortgagor for all or any of the Charged Property and all rents and other income thereof whether accrued before or after the date of his appointment in such manner as he thinks fit and bring, defend or discontinue any proceedings (including arbitration proceedings) in the name of the Mortgagor or otherwise as may seem expedient to him;
 - 10.5.2 carry on, manage, develop, reconstruct, complete with or without modification any project, lease or otherwise acquire and develop, repair or improve properties or other assets without being responsible for loss or damage;
 - 10.5.3 raise or borrow any money from or incur any liability to the Mortgagee or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on all or any of the Charged Property;
 - 10.5.4 without the restrictions imposed by section 103 of the 1925 Act or the need to observe any of the provisions of sections 99 and 100 of the 1925 Act sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise Dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to effect such transactions in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other the estate owner). Any such sale, lease or disposition may be cash debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all moneys, obligations and liabilities hereby secured. Fixtures and fittings may be sold

separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;

- 10.5.5 promote the formation of companies and arrange for such companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
 - 10.5.6 make any arrangement or compromise, allow time for payment, or enter into, abandon, cancel or disregard any contracts as he shall think fit;
 - 10.5.7 make and effect such repairs, renewals and improvements to the Charged Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances;
 - 10.5.8 appoint managers, agents, officers and employees for any of such purposes or to guard or protect the Charged Property at such salaries and commissions for such periods and on such terms as he may determine and dismiss the same;
 - 10.5.9 without any further consent by or notice to the Mortgagor exercise on behalf of the Mortgagor all the power and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1987, the Rent Acts 1974 to 1985, the Agricultural Holdings Acts 1948 to 1986 or any other legislation from time to time in force relating to rents or agriculture in respect of any part of the Property but without any liability in respect of powers so exercised or omitted to be exercised;
 - 10.5.10 acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and licences over or for the Property as he considers expedient;
 - 10.5.11 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the preservation, improvement or realisation of the Charged Property and use the name of the Mortgagor for all the above purposes.
- 10.6 All money received by the Mortgagee or by any Receiver shall be applied after the discharge of the remuneration and expenses of the Receiver and costs of realisation and all liabilities having priority to the Secured Liabilities in or towards satisfaction of such of the Secured Liabilities and in such order as the Mortgagee in its absolute discretion may from time to time conclusively determine save that the Mortgagee may credit the same to a suspense account for so long and in such manner as the Mortgagee may from time to time determine and the Receiver may retain the same for such period as he and the Mortgagee consider expedient.
- 10.7 No person dealing with the Receiver in good faith and for value shall be concerned to enquire whether the Receiver is validly appointed or whether the right of the Mortgagee or any Receiver to exercise any of the powers conferred by this Legal Charge has arisen or be

concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers or the application of the proceeds of Disposal.

10.8 Neither the Mortgagee nor any Receiver shall be liable to account:-

10.8.1 as mortgagee in possession in respect of all or any of the Charged Property nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such; or

10.8.2 for any money or assets not actually received by it or him (as the case may be) whether or not a better price might have been obtained by deferring or advancing the Disposal.

12. COSTS AND EXPENSES

The Mortgagor hereby covenants with the Mortgagee to pay on demand all costs, charges, losses and expenses (including all professional fees and disbursements and VAT thereon) and all other sums paid or incurred by the Mortgagee or any Receiver under or in connection with the enforcement preservation or attempted preservation of this security or in respect of the Charged Property or any of them on a full indemnity basis with interest as prescribed by the Loan Agreement from the date the same were incurred until payment by the Mortgagor (both before and after demand or judgement).

13. POWER OF ATTORNEY

The Mortgagor by way of security hereby irrevocably appoints the Mortgagee and the persons deriving title under it and their substitutes and separately any Receiver jointly and also severally to be the Mortgagor's attorney in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed or otherwise to execute and complete any documents or instruments which the Mortgagee may require for perfecting its title to or for vesting the Charged Property both present and future in the Mortgagee or its nominees or in any purchaser and otherwise generally to execute and complete and otherwise perfect any security or other document referred to in this Legal Charge and generally all deeds, assurances, agreements and documents and to do all such acts and things as may be required for the full exercise of the powers conferred on the Mortgagee or a Receiver under this Legal Charge or which may be deemed expedient by the Mortgagee or a Receiver in connection with any Disposition realisation or getting in by the Mortgagee or such Receiver any of the Charged Property or part thereof.

14. EXCLUSION OF POWERS OF LEASING

During the continuance of this security the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred upon a mortgagor in possession by sections 99 and 100 of the 1925 Act shall not be exercised without obtaining the prior consent in writing of the Mortgagee under the hand of an authorised official of the Mortgagee.

15. CONTINUING SECURITY

This security shall be a continuing security and shall extend to cover the ultimate balance due from the Mortgagor to the Mortgagee notwithstanding there may have been from time to time or at any time a balance to the credit of the Mortgagor between the Mortgagor and the Mortgagee or any other matter or thing whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Mortgagee.

16. WARRANTIES

The Mortgagor hereby warrants to the Mortgagee that nothing in this Legal Charge or in any other document for the time being in any of the transactions thereby contemplated will contravene any provision of or constitute a default under any document to which the Mortgagor may be a party or by which the Mortgagor or any of the Mortgagor's assets may at any time be bound or affect or constitute an event which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute such a contravention or default.

17. DEMANDS AND NOTICES

A demand for payment or any other demand or notice hereunder shall be in writing and shall without prejudice to any other effective mode of making the same be deemed to have been properly served if served on the Mortgagor or the Mortgagor's personal representatives personally or delivered or sent by first class letter post or by facsimile transmission or telex to the Mortgagor at the Mortgagor's usual or last known place or abode or business and any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10.00 a.m. on the next business day and any such demand sent by facsimile transmission shall be deemed to have been served on the business day and at the time of despatch.

18. MISCELLANEOUS

- 17.1 No failure or delay on the part of the Mortgagee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 17.2 The security granted by this Legal Charge shall be assignable without reference to or obtaining the consent of the Mortgagor and remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Mortgagee in the same manner as if such assignee, transferee or other successor in title had been named in this Legal Charge as a party instead of or in addition to the Mortgagee. The Mortgagee may disclose to a prospective assignee, transferee or other successor in title of the Mortgagee such information about the Mortgagor as the Mortgagee shall consider appropriate.
- 17.3 Any appointment or removal of a Receiver under clause 10 and any consents under this Legal Charge may be made or given in writing signed or sealed by any such assignee, transferee or successor and the Mortgagor hereby irrevocably appoints each of the same to be the Mortgagor's attorney in the terms and for the purposes set out in clause 12.
- 17.4 Section 93 of the 1925 Act shall not apply to the security created by this Legal Charge or to any security given to the Mortgagee pursuant to this Legal Charge.

- 17.5 Any change in the constitution of the Mortgagee or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganisation of the Mortgagee shall not in any way prejudice or affect its rights hereunder.
- 17.6 Any liberty or power which may be exercised or any determination which may be made under this Legal Charge by the Mortgagee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.
- 17.7 Each of the provisions of this Legal Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 17.8 Notwithstanding any provision herein contained, this Legal Charge will not extend or apply to any obligations under any present or future regulated agreement except:-
- 17.8.1 a regulated agreement which embodies this Legal Charge as required by the Consumer Credit Act 1974 ("the Act"); or
- 17.8.2 a regulated agreement to which the provisions of Part V of the Act (other than section 56) does not apply at the date hereof,
- If pursuant to sub-clause 17.8.1 this Legal Charge does extend or apply to any obligations under any present or future regulated agreement then, in the event of any conflict between the provisions of such regulated agreement and this Legal Charge, the provisions of the regulated agreement shall prevail.
- 17.9 For the purposes of clause 17.8 the expression "regulated agreement" shall have the meaning given by the Act but so that it shall also include any agreement which but for clause 17.8 would become a regulated agreement by virtue of this Legal Charge and section 82 of the Act.
- 17.10 A Certificate by an officer of the Mortgagee as to the amount of the Secured Liabilities for the time being shall be binding and conclusive on the Mortgagor in the absence of manifest error.
- 17.11 In every case where this Legal Charge provides for the Mortgagor to pay to or reimburse the Mortgagee or to indemnify the Mortgagee against any payments fees charges costs or expenses incurred or suffered by the Mortgagee the Mortgagor shall in addition to such payments fees charges costs or expenses pay the amount of any VAT which may be payable thereon (save to the extent that such VAT is recoverable by the Mortgagee as input tax).

19. LAW

This Legal Charge shall be governed by and shall be construed in accordance with English Law and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England that this Legal Charge may be enforced in any court of competent jurisdiction.

IN WITNESS whereof this Deed has been executed and delivered on the date first above written.

SCHEDULE

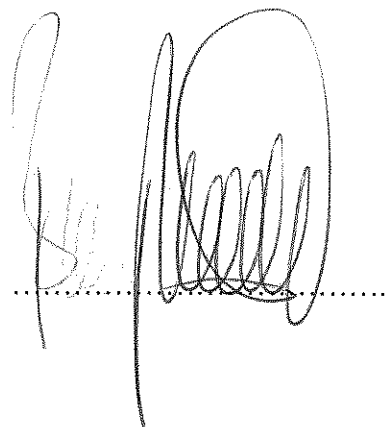
The Property

ALL THAT freehold property known as:

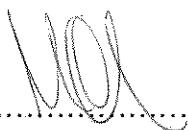
52 Rhos Road, Rhos on Sea, Colwyn Bay LL8 4RS registered under title number WA506665 and Church House, Elwy Road, Rhos on Sea, Colwyn Bay registered under title number CYM232449

SIGNED as a Deed by a duly authorised Director
of **LARKFIELD CHURCH LIMITED**
in the presence of:

)
)
)



Signature of Witness:.....



Name: (BLOCK LETTERS).....

MATTHEW OWEN

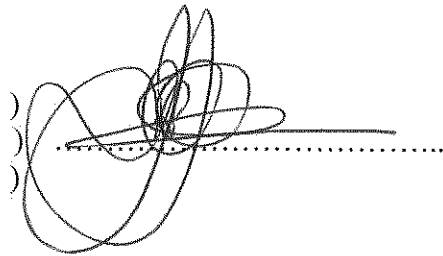
Address:

GORVINS (SOLICITORS)
DALE HOUSE, TIVOT DALE
STOCKPORT SK1 1TA
TEL: 0161 930 5151
FAX: 0161 930 5252

Occupation

SIGNED as a Deed by a duly authorised Director
of **WILLSAM LIMITED**
in the presence of:

)
)
)



Signature of Witness:.....A. Dine.....

Name: (BLOCK LETTERS).....ANDREA DINE.....

Address: 12 OLD FARM CRES.....

BRADFORD.....

.....

OccupationADMINISTRATOR.....