



Registration of a Charge

Company name: **RYECROFT (LEDBURY) LIMITED**

Company number: **11156687**



X8IZNS0Z

Received for Electronic Filing: **25/11/2019**

Details of Charge

Date of creation: **25/11/2019**

Charge code: **1115 6687 0001**

Persons entitled: **JOHN EDWARD NOSWORTHY AND JANIS LOUISE HAND**

Brief description: **RYECROFT LITTLE MARCEL ROAD, LEDBURY, HR8 2JL COMPRISED
WITHIN LAND REGISTRY TITLE HW121214**

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: **PATRICK RUSSELL BOYD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11156687

Charge code: 1115 6687 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2019 and created by RYECROFT (LEDBURY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2019 .

Given at Companies House, Cardiff on 26th November 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

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: HW121214
2	Property: Ryecroft, Little Marcle Road, Ledbury, Herefordshire, HR8 2JL
3	Date: 25th November 2019
4	<p>Borrower: Ryecroft (Ledbury) Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
5	<p>Lender for entry in the register:</p> <p>John Edward Nosworthy and Janis Louise Hand</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08440677</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>Hill Orchard, Lulsley, Knightwick, Worcester, WR6 5QP</p>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: "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 of the time being of the charge dated the <i>25th</i> day of <i>November</i> 2019 in favour of John Edward Nosworthy and Janis Louise Hands referred to in the Charges Register and, if appropriate, signed on such proprietors' behalf by their Conveyancer"
9	Additional provisions 9.1. Definitions "the Act" means the Law of Property Act 1925 "Advance" £400,000.00 (Three Hundred Thousand Pounds) "Property Taxes" includes all rates, taxes, assessments, duties, charges and outgoing now or at any time payable in respect of the Property "Clause(s)" means a clause or clauses in this Deed unless the context shows a contrary meaning "Parties" means the parties to this deed "Loan Agreement" means the loan agreement entered into by the Borrower and the Lender on the same date as this Legal Charge The headings to clauses and definitions are inserted for ease of reference only and shall not affect the construction of this Charge except where the context renders it absurd or impossible every reference to any party in this Charge shall include his or her successors in title and personal representatives by and against whom this Agreement shall be enforceable as though they had been originally named as parties. 9.2 Payment of Capital and Interest Charges 9.2.1 The Borrower shall pay to the Lender the Advance and any agreed interest charges and all the other monies falling due under the terms of this Charge 9.2.2 Interest will be charged on the Advance at an annual rate of <i>6% above the Bank of England Base Rate</i>

*6% ABOVE
BASE RATE*

9.3 Insurance

The Borrower shall ensure the Property is insured against fire and all other usual risks in the joint names of the Borrower and Lender for its full reinstatement value and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it.

9.4 Repairs

The Borrower shall put and thereafter keep the Property in good and substantial repair.

9.5 Entry and repair

The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, or associated with the property without the Lender becoming liable as mortgagee in possession.

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.

9.6 Money Arising on Enforcement of Security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:

9.6.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge on the Property including the remuneration of any receiver;

9.6.2 in payment of all monies owed to the Lender under the terms of this charge and the Loan Agreement.

9.7 Covenants

The Borrower shall pay all Property Taxes and outgoings and comply with any covenants and other provisions affecting the Property insofar as they are to be paid or complied with by them and produce to the Lender on demand such evidence as the Lender reasonably requires of their compliance with this covenant.

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or

permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

9.8 Borrowers' Defaults

9.8.1 The power of sale conferred upon the mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such a manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.

9.8.2 If the Borrower fails to perform or observe any of his obligations under this Deed or the Loan Agreement the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

9.9 Property Sale

In the event of a sale of the Property, the Lender shall be paid or if they are conducting the sale deduct from the proceeds of sale (1) Advance plus all other monies due under the terms of the Loan Agreement and this Charge (2) all costs on an indemnity basis incurred by the Lender in the conduct or administration of any such sale.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a deed by

Ryecroft (Ledbury) Limited

acting by;

John Edward Nosworthy (Director): 

in the presence of



JAKOB LAUX

22 The Homend

Ledbury

HR8 1ST

United Kingdom

Signed as a deed by

John Edward Nosworthy

in the presence of:

Signature of witness

Name (in block capitals)

JAKOB LAUX

Address 22 The Homend, Leabury, HRS 1BT, UK

Signed as a deed by

Janis Louise Hand

in the presence of:

Signature of witness

Name (in block capitals)

JAKOB LAUX

Address 22 The Homend, Leabury, HRS 1BT, UK

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

