

04/360/13

In accordance with Sections 859A and 859J of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no instrument Use form LL MR08

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. It must be scanned and placed on the public record. Do not send the original

TUESDAY



A16 \*A3JY17M2\* 04/11/2014 #362

COMPANIES HOUSE

→ **Filing in this form**  
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**1 LLP details**

LLP number O C 3 9 4 9 2 5

LLP name in full ETON WICK ROAD LLP

**2 Charge creation date**

Charge creation date d 2 d 8 m 1 m 0 y 2 y 0 y 1 y 4

**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 HEMNALL 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

**LL MR01****Particulars of a charge created by a Limited Liability Partnership (LLP)**

<b>4</b>	<b>Brief description</b> 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  Brief description ROSE COTTAGE AND SANDLES ETON WICK ROAD ETON WINDSOR BERKSHIRE SL4 9PE	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
<b>5</b>	<b>Other charge or fixed security</b> 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  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the LLP?  <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form LL MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X <i>Robert Mark Gossby A Head Up</i> X  This form must be signed by a person with an interest in the charge	

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## 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 **ANDREW DONGWORTH**

LLP name **FOSKETT MARR GADSBY & HEAD**

LLP

Address **181 HIGH STREET**

Post town **EPPING**

County/Region **ESSEX**

Postcode 

C	M	1	6		4	B	Q
---	---	---	---	--	---	---	---

Country **UK**

DX **40401 EPPING**

Telephone **01992 578642**



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 £13 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 LLPs registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs 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 LLPs 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC394925

Charge code: OC39 4925 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2014 and created by ETON WICK ROAD LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 4th November 2014

77

Given at Companies House, Cardiff on 7th November 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is dated the 28<sup>th</sup> day of October

2014

**Parties:**

- (1) **ETON WICK ROAD LLP** incorporated and registered in England and Wales with Registration Number OC394925 whose registered office is at 1<sup>st</sup> Floor, Kirkdale House, 7 Kirkdale Road, Leytonstone, London E11 1HP (Chargor)
- (2) **HEMNALL LIMITED** incorporated and registered in England and Wales with Company Number 07342913 whose registered office is at Sealand House, Hemnall Street, Epping, Essex CM16 4LG (Chargee)

**Background:**

- (A) The Chargee has advanced various sums to the Chargor in connection with the purchase of the Property together with other sums to Connected Parties of the Chargor in connection with the purchase of a number of other properties (the Advances).
- (B) The Chargor is the owner of the Property.
- (C) This Legal Charge provides security which the Chargor has agreed to give the Chargee for the Advances

**Agreed Terms**

**1. Definitions and Interpretation**

'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

'Connected Parties', are those which are associated with the Chargor within the meaning of s.435 of the Insolvency Act 1986

'Event of Default' means.

- (a) The Chargor fails to pay any sum payable by it when demanded by the Chargee unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within 7 Business Days of the demand.
- (b) Any representation, warranty or statement made, repeated or deemed made by the Chargor in, or pursuant to, the purchase of the Property is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.

We hereby certify that this is a true copy  
of the original document

FOSKETT MARR GADSBY & HEAD LLP  
181 HIGH STREET, EPPING, ESSEX  
CM16 4BQ

*Foskett Marr Gadsby & Head LLP*  
03/11/2014

- (c)
  - (i) The Chargor stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
  - (ii) The Chargor commences negotiations, or enters into any composition or arrangement, with one or more of its creditors with a view to rescheduling any of its debts (because of actual or anticipated financial difficulties);
  - (iii) A moratorium is declared in respect of any of the Chargor's debts;
  - (iv) Any action, proceedings, procedure or step is taken for:
    - a) the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Chargor, or
    - b) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets.
  - (v) The value of the Chargor's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- (d) Any security on or over the assets of the Chargor becomes enforceable and is not discharged within 30 days of enforcement commencing
- (e) Where any event occurs (or circumstances exist) which, in the opinion of the Chargee, is likely to materially and adversely affect the Chargor's ability to repay the Secured Liabilities on demand.

**'Interest Rate'** means 8% above the base lending rate of Barclays Bank Plc.

**'Property'** means the freehold property owned by the Chargor known as Rose Cottage and Sandles, Eton Wick Road, Eton, Windsor, SL4 9PE and comprised in title number BK445015.

**'Secured Liabilities'** means all present and future monies, obligations and liabilities owed by the Chargor or its Connected Parties to the Chargee, whether actual or contingent and whether owned jointly or severally, as principal or surety and/or any other capacity under or in connection with the Advances or any other future sums advanced from the Chargee to the

Chargor or its Connected Parties together with all interest accruing in respect of such monies or liabilities.

'Security Period' means the period starting on the date of this Legal Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**2. Covenant to Pay**

**2.1 Payment of Secured Liabilities**

The Chargor shall on demand pay to the Chargee and discharge the secured liabilities which may be outstanding from time to time.

**2.2 Payment of Interest**

The Chargor shall pay interest on any amounts due under Clause 2.1 from day to day until full discharge at the Interest Rate.

**3. Grant of Security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor will full title guarantee charges to the Chargee by way of first legal mortgage, the Property

**4. Perfection of Security**

The Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

"No disposition of the registered estate by the proprietor or the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 28 October 2014 in favour of Hemnall Limited referred to in the Charges Register."

**5. Enforcement**

**5.1 When security becomes enforceable**

The security constituted by this legal charge shall be immediately enforceable and the power of sale and other powers given by Section 101 of the Law of Property Act (as varied or extended by this legal charge) shall be immediately exercisable at any time after the occurrence of an Event of Default.

**5.2 When statutory powers arise**

Section 102 of the Law of Property Act shall not apply to this legal charge and the statutory power of sale and other powers given by Section 101 of the Law of Property Act (as varied or extended by this legal charge) shall,

as between the Chargee and a purchaser, arise on the execution of this legal charge and be exercisable at any time after such execution, but the Chargee shall not exercise its power of sale until the security constituted by this legal charge has become enforceable under Clause 5.1.

**5.3 Enforcement of security**

After the security constituted by this legal charge has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at times, and in the manner and on the terms it thinks fit, take possession of and hold or dispose of all or any part of the charged Property.

**6. Release**

Subject to Clause 8.3, on repayment in full of the Secured Liabilities, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to released the Property from the security constituted by this legal charge.

**7. Assignment and Transfer**

**7.1 Assignment by the Chargee**

At any time, without the consent of the Chargor, the Chargee may assign or transfer the whole or any part of the Chargee's rights and/or obligations under this legal charge to any person. The Chargee may disclose such information about the Chargor, the charged Property and this legal charge as the Chargee considers appropriate to any actual or proposed assignee or transferee.

**7.2 Assignment by the Chargor**

The Chargor may not assign any of its rights, or transfer any of its obligations, under this legal charge or enter into any transaction which will result in any of those rights or obligations passing to another person

**8. Further Provisions**

**8.1 Independent security**

This legal charge shall be in addition to, and independent of, every other security or guarantee which the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the charged property shall merge in the security created by this legal charge.

**8.2 Continuing security**

This legal charge shall remain in full force and effect as continuing security for the Secured Liabilities, despite any settlement of account, or

intermediate payment, or other matter or thing, unless and until the Chargee discharges this legal charge in writing.

### **8.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Chargee may retain this legal charge and the security created by or pursuant to it to for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and
- (b) the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

## **9. Notices**

9.1 Each notice or other communication required to be given under, or in connection with this legal charge shall be:

- (a) in writing, delivered personally or sent by pre-paid first class letter; and
- (b) sent:
  - (i) to the Chargor at both at:-
    - (1) First Floor, Kirkdale House, Kirkdale Road, Leytonstone, London E11 1HP (ATTENTION: HENRY THOMAS SMITH); and
    - (2) Sealand House, Hemnall Street, Epping, Essex CM16 4LG (ATTENTION: JOHN CLARKE);
  - (ii) to the Chargee at:-
    - (1) Sealand House, Hemnall Street, Epping, Essex CM16 4LG (ATTENTION: JOHN CLARKE)

or such other address as is notified in writing by one party to the other from time to time.

## **9.2 Receipt by Chargor**

A notice or communication<sup>2</sup> that the Chargee gives shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second business day after the day it was sent by pre-paid first class post.

A notice or other communication given as described in this clause 9.2 on a day which is not a business day, or after normal business hours, in the place it is received, shall be deemed to be received on the next business day.

## **9.3 Receipt by a Chargee**

A notice or other communication sent to the Chargee shall be deemed to have been received only on actual receipt.

## **10. Governing Law and Jurisdiction**

### **10.1 Governing Law**

This legal charge, and any dispute or claim arising out of it or in connection with it, or its subject matter of formation, shall be governed and construed in accordance with the laws of England and Wales.

### **10.2 Jurisdiction**

The parties to this legal charge<sup>2</sup> irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal charge or its subject matter or formation

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by  
**ETON WICK ROAD LLP**  
acting by **WOODFORD LAND**  
**DEVELOPMENTS LIMITED,**  
a member, acting by  
a Director  
In the Presence of

Witness:

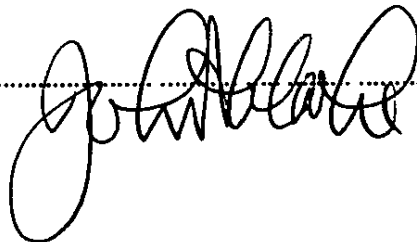
Signature:

Name:

Address:

Occupation:

**EXECUTED AS A DEED** by *John Clarke*  
For and on behalf of  
**HEMNALL LIMITED**  
acting by a Director  
in the presence of.-



Witness:

Signature:

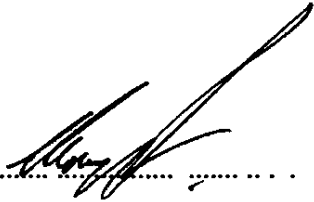
Name:

Address:

Occupation:

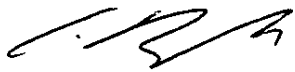
*J.W.P.*  
*John Worby*  
*181 High Street*  
*Epsom*  
*Solicitor*

Executed as a Deed by  
ETON WICK ROAD LLP  
acting by WOODFORD LAND  
DEVELOPMENTS LIMITED,  
a member, acting by  
a Director  
In the Presence of

.....  .....

Witness:

Signature:



Name:

CHELSEA REYNOLDS

Address:

TEMPLARS BARN,  
LINDSELL, ESSEX, CM6 3QL

Occupation:

EXECUTIVE ASSISTANT

EXECUTED AS A DEED by  
For and on behalf of  
HEMNALL LIMITED  
acting by a Director  
in the presence of:-

.....

Witness:

Signature:

Name:

Address:

Occupation: