

MR01

Particulars of a charge



Companies House



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

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

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

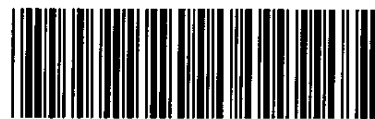
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR01.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
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
scanned and placed on the public record. Do not send the original.

SATURDAY



A7B5RDBS
A27 28/07/2018 #200
COMPANIES HOUSE

1 Company details

Company number 0033303
Company name in full The Guide Association Trust Corporation

0015 For official use
→ **Filing 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 23/07/2018

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 Department of Agriculture Environment and Rural Affairs ✓

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.

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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.

Brief description

The Lands comprised in Folio 31860 County Antrim

✓

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.

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.

MRO1

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 Jonathan Black

Company name Reid Black Solicitors

Address 59 Main Street

Post town Ballyclare

County/Region County Antrim

Postcode B T 3 9 9 A A

Country Northern Ireland

DX DX 2402 NR BALLYCLARE

Telephone 02893352221



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 333303

Charge code: 0033 3303 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2018 and created by THE GUIDE ASSOCIATION TRUST CORPORATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2018.

Dx

Given at Companies House, Cardiff on 7th August 2018

Dated the 23rd day of July 2018

WE HEREBY CERTIFY THE WITHIN TO BE A
TRUE COPY OF THE ORIGINAL DOCUMENT
OF WHICH IT PURPORTS TO BE A COPY

Dated this 24th day of July 2018

Signed: *Reid Black*
REID BLACK SOLICITORS

THE GUIDE ASSOCIATION TRUST CORPORATION

- TO -

DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS

CHARGE

THE SOLICITOR
DEPARTMENT OF FINANCE
DEPARTMENTAL SOLICITOR'S OFFICE
CENTRE HOUSE
79 CHICHESTER STREET
BELFAST

FOLIO :31860 COUNTY :ANTRIM

REGISTERED OWNER: THE GUIDE ASSOCIATION TRUST CORPORATION

THIS INDENTURE made the 23rd day of July 2018 between THE GUIDE ASSOCIATION TRUST CORPORATION ("the Company ") a private company limited by guarantee with company number 00333303 having its registered office at 17/19 Buckingham Palace Road, London SW1W 0PT of the one part and Mrs Hilary Johnstone of 38 Downshire Gardens, Carrickfergus, Co Antrim BT38 7LN and Mandy Blair of 119 Islandmagee Road, Whitehead, Co Antrim BT387NP and Donna Lennon of 19 The Gables, Antrim BT41 3TY and Carol Smyth of 53 Birch Hill Meadows, Antrim BT41 2TY ("the Representative Charity Trustees") of the second part and the DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS ("the Department") of Dundonald House Upper Newtownards Road Belfast BT4 3SB of the other part.

WHEREAS:-

- A. The Girl Guides Association Trust Corporation was incorporated on 4 November 1937 for the purpose inter alia of accepting and holding as Trustee, nominee or agent for The Girl Guides Association or any branch thereof or company or local association of Girl Guides or for any charitable body or association, real and personal property of all kinds.
- B. By Certificate of Incorporation of Change of Name dated 1st January 1995, the Girl Guides Trust Corporation became incorporated under the name of the Company.
- C. The Company is the registered owner of the lands in Folio 31860 County Antrim (hereinafter called "the Premises").
- D. The Premises are held in trust by the Company as Custodian Trustee for Girlguiding South Antrim and Girlguiding North Antrim (hereinafter called "the Girlguides") and does not have any responsibility for and in respect of the

Premises or the covenants contained herein with such responsibility vesting in the Executive Committee of the said Girlguides being the Managing and/or Charity Trustees.

- E. The liability of the Company under the covenants herein contained and on its part to be observed and performed and the liability under such covenants of its successors in title shall be limited to the assets of the Girlguides (including the Premises) but nothing herein contained shall affect any powers or remedies of the Department in respect of any breach non-observance or non-performance of the said covenants except as regards the liability of the Company and its successors and assigns being such trustees as aforesaid.
- F. Under an agreement ("the Financial Assistance Agreement") constituted by a Letter of Offer of Financial Assistance dated the 25th day of May 2018 from Causeway Coast and Glens Local Action Group to the Chairperson of Dunluce Guide House (duly authorised to act for and on behalf of the Girlguides) the Department agreed to provide the financial assistance therein specified upon the terms and conditions therein contained.
- G. The terms and conditions referred to in Recital A include a condition requiring the Company to provide such security in respect of the Girlguides liability under the Financial Assistance Agreement as is hereinafter contained.

NOW THIS INDENTURE made in pursuance of the condition referred to in Recital G and in consideration of the Premises **WITNESSETH** and it is hereby **AGREED AND DECLARED** by and between the parties hereto (with the Girlguides covenanting by the Representative Charity Trustees as witnessed by their signature hereto) as follows:-

1. Upon any sums becoming due to the Department under the Financial Assistance Agreement the Girlguides shall on demand pay such sums to the Department
2. The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Department by notice in writing, and such demand may be made when or at any time after the Department become entitled to call for payment of the monies. Such demand shall be deemed to be made when such notice is delivered or

sent by prepaid post to the Girlguides at the last known address of the Girlguides and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post

3. The monies hereby secured shall bear interest at the same rate as is applicable to the Financial Assistance Agreement
4. The Company as registered owner hereby charges the Premises in favour of the Department and hereby assents to the registration of the Charge hereby created as a burden on the Premises and the address of the Department for service of notices in connection therewith is c/o The Solicitor, Departmental Solicitor's Office, Centre House, 79 Chichester Street, Belfast
5. PROVIDED ALWAYS that if upon the Girlguides ceasing to have any liability to the Department under the Financial Assistance Agreement then the Department will at any time thereafter upon the request and at the cost of the Company surrender, discharge and release the Premises unto the Company or as the Company shall direct
6. The Department shall have the power of sale and all other powers conferred by the Conveyancing Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-
 - (a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and for all the purposes thereof when a demand for payment of any part hereof shall have been made in manner aforesaid; and
 - (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act
7. These presents shall be a continuing security to the Department and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Girlguides in respect of monies for which the Girlguides are or shall be liable as a surety only

8. These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Department upon or in the Premises or any part thereof
9. (a) So long as any money shall remain due or owing on the security hereof the Girlguides shall keep the buildings for the time being comprised in the Premises in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the joint names of the Girlguides and the Department in some Insurance office to be approved by the Department and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Department the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Girlguides shall fail to perform any of the obligations under this Clause the Department may thereupon repair or insure the said buildings or any of them as it may deem fit and the Girlguides shall on demand repay to the Department any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Department to the Girlguides from the time of the same having been expended and until such payment the sum shall be charged on the Premises and the receipt of the Department for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from the same
- (b) So long as any monies shall remain due and owing on the security hereof, the Girlguides and the Company shall observe and perform any restrictive covenants affecting the Premises and the covenants and provisions binding upon the Company under the Deeds under which the Premises are held and duly and punctually to pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Premises and keep the Department indemnified against the same

10. The Department may at any time hereafter without any further consent on the part of the Girlguides or the Company enter into possession or into receipt of the rents and profits of the Premises or put and keep every building comprised in the Premises in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Department shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Girlguides a person to collect and receive such rents and profits for the use and benefit of the Department at such commission as the Department shall think fit and any such person shall have power in the name of the Girlguides to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Premises on the expiration or determination or forfeiture of any tenancy or otherwise and to let or re-let the Premises from time to time to such person or persons as he shall think fit for such term of years as he thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Premises at such time and in such manner and subject to such conditions as the Department in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Department and pay any surplus to the Girlguides

PROVIDED ALWAYS that the Department shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal money and interest) or in case the Company shall during the continuance of this security have gone into liquidation whether compulsorily or voluntarily or have left Northern Ireland in debt or upon the

death of the Girlguides or if any building on the Premises shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Company shall have assigned, let or parted with possession of the Premises without the written consent of the Department but no entry into possession receipt of rents and profits appointment of a receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no Purchaser from or other person dealing with the Department shall be concerned to enquire whether the security is subsisting or into the right of the Department to exercise any of the powers hereby or by law vested in the Department

11. The Girlguides at all times during the continuance of the security:-

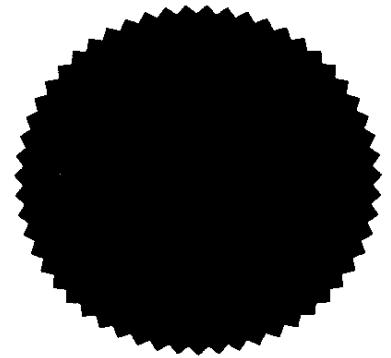
- (a) shall and will use the Premises only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts (as hereinafter defined);
- (b) shall and will not carry out any development within the meaning of the Planning Acts in or upon the Premises or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Acts;
- (c) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Girlguides or the Company by a Planning Authority under or by virtue of the Planning Acts in respect of the Premises give full particulars thereof to the Department and if so required by the Department produce the same to the Department and also without delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Department make or join with the Department in making such applications or representations against or in respect of any proposal for such notice or order as the Department may deem expedient;

- (d) shall and will in the event of a notice being served affecting the Premises or any part thereof or in the event of any proceedings being commenced affecting the same in a matter of material importance immediately give full particulars thereof to the Department;
 - (e) the Company shall and will not create a second or subsequent Charge of the Premises without the prior consent in writing of the Department;
 - (f) the Company shall and will not assign or transfer or part with its nominal reversion in any lease or leases under which the Premises are held;
 - (g) shall and will forthwith lodge the documents of title to the enlarged interest in the Premises with the Department and agree that such enlarged interest shall be subject to this security
12. The Company so far as it has the power to do so as Trustee hereby assigns unto the Department the benefit of
- (a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Premises and any indemnity against payment of such charges or expenses;
 - (b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Premises and any rent payable thereout or charge thereon;
 - (c) all rights of the Company to be paid or receive compensation under any Statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Premises or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Premises and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Department

13. No lease made by the Company of the Premises or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Conveyancing Act 1881 unless the Department shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in Section 17 of the Act shall not apply to this security
14. The waiver by the Department of any breach of any term of this Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach
15. (a) The Premises are held in trust for the Girlguides, Charity No 104199 (South Antrim) and 103930 (North Antrim)
- (b) The Charge contained herein falls within Section 60(9) of the Charities Act (Northern Ireland) 2008
- (c) The Girlguides have the power under the trusts of the charities to grant the charge and it has obtained and considered proper advice given to it in writing on:-
- (i) whether the grant is necessary in order for the charity to be able to pursue the particular course of action in connection with which it is seeking the grant:
 - (ii) whether the terms of the grant are reasonable having regard to the status of the charity as the prospective recipient of the grant; and
 - (iii) the ability of the charity to repay on those terms the sum proposed to be paid by way of grant
- (d) The Representative Charity Trustees having been duly authorised for that purpose in accordance with the provisions of Sections 169(1) of the Charities Act (Northern Ireland) 2008 have been joined as parties to this Deed for the purposes of complying with Section 58(2)(b) of that Act.
16. In these presents where the context so admits, the expressions “the Company ” “the Department” shall include the persons for the time being deriving title under them

respectively; "the Premises " means all or any portion of the Premises; words importing the masculine gender shall include females; and the expression "Planning Acts" shall mean the Planning Acts (NI) 1931 and 1944 and the Planning (Northern Ireland) Orders 1972 and 1978 or any enactments amending or extending the same and all Regulations made or taking effect as if made there under as from time to time by subsequent legislation and regulations.

SEALED with the Common Seal of
THE GUIDE ASSOCIATION TRUST
CORPORATION in the presence of :-



Member of Board: 

Secretary: 

~~Witnessed on behalf of BWB Secretarial Limited~~

SIGNED and DELIVERED as a DEED
by the said duly appointed
Representative Charity Trustee
of Girlguiding South Antrim
in the presence of:-

J. Walker

JILL HAY

47 BELLAHILL ROAD

BALLYCARRY CO ANTRIM

BT38 9LE Registered General
Nurse.

P. Walker

PETER WALKER

3 GREENVALE MANOR CLOSE

ANTRIM BT41 1SD

MANUFACTURING ENGINEER

Hay

SIGNED and DELIVERED as a DEED
by the said duly appointed
Representative Charity Trustee
of Girlguiding South Antrim
in the presence of:-

J. Walker

JILL HAY

47 BELLAHILL ROAD

BALLYCARRY CO ANTRIM

BT38 9LE Registered General
Nurse.

P. Walker

PETER WALKER

3 GREENVALE MANOR CLOSE

ANTRIM BT41 1SD

MANUFACTURING ENGINEER

Medybee

SIGNED and DELIVERED as a DEED
by the said duly appointed
Representative Charity Trustee
of Girlguiding North Antrim
in the presence of:-

J. Walker

JILL HAY

47 BELLAHILL ROAD

BALLYCARRY CO ANTRIM

BT38 9LE Registered General Nurse

P. Walker

PETER WALKER

3 GREENVALE MANOR CLOSE

ANTRIM BT41 1SD

Donna Lennon

SIGNED and DELIVERED as a DEED
by the said duly appointed
Representative Charity Trustee
of Girlguiding North Antrim
in the presence of:-

Judith

JILL HAY

47 BELLAHILL ROAD

BALLYCARRY CO ANTRIM.

*BT38 9LE Registered General
Nurse.*

P Walker

PETER WALKER

3 GREENVALE MAJOR CLOSE

ANTRIM BT41 1SD

MANUFACTURING ENGINEER.

Carol Smyth

The Official Seal of the
DEPARTMENT OF AGRICULTURE
ENVIRONMENT AND RURAL AFFAIRS
was affixed hereto in the presence of:-