



Registration of a Charge

Company name: **STEPHENS AND GEORGE LIMITED**

Company number: **00411176**



X9VXE12Z

Received for Electronic Filing: **11/01/2021**

Details of Charge

Date of creation: **15/12/2020**

Charge code: **0041 1176 0067**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **LAND ON THE SOUTH EAST SIDE OF GOAT MILL ROAD, DOWLAIS, MERTHYR TYDFIL.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 411176

Charge code: 0041 1176 0067

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2020 and created by STEPHENS AND GEORGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2021 .

Given at Companies House, Cardiff on 12th January 2021

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

IMPORTANT NOTICE: WE RECOMMEND THAT YOU CONSULT YOUR SOLICITOR OR OTHER INDEPENDENT LEGAL ADVISER BEFORE SIGNING THIS DOCUMENT

LEGAL CHARGE

This Charge is made the 15 day of December 2020

In this Charge the following words have these meanings:-

BoS: means Bank of Scotland plc registered in Scotland, number SC327000 and having its Registered Office at The Mound, Edinburgh EH1 1YZ and includes its successors and assignees.
The Borrower: means Stephens and George Limited incorporated under the Companies Acts (Company No. 00411176) and having its registered office at Goat Mill Road, Dowlais, Merthyr Tydfil, Mid Glamorgan, CF48 3TD.
Property: means Land on the south east side of Goat Mill Road, Dowlais, Merthyr Tydfil registered at H.M. Land Registry under Title Number WA718321.
Proprietor: means the Borrower.
Secured Liabilities: has the same meaning as in the Conditions.
Conditions: are the Charge Conditions (2007 Edition).

1. Each of the Borrower and the Proprietor agrees to pay to BoS the Secured Liabilities when BoS demands in writing.
2. The Proprietor with full title guarantee charges as security for the Secured Liabilities:-
 - 2.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;
 - 2.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
 - 2.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of this Charge;
 - 2.4 by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Proprietor together with the benefit of all its rights and remedies relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;
 - 2.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Charge; and
 - 2.6 if the Proprietor is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.
3. All of the provisions of the Conditions shall be deemed to apply to this Charge as though they were set out here in full.
4. If the title to the Property is registered at HM Land Registry, the Proprietor applies to the Land Registrar to enter upon the register of title to the Property a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Bank of Scotland plc.

Form of Charge filed at H.M. Land Registry under reference MD1077N

5. The Borrower and the Proprietor confirm that they have received a copy of the Conditions.
6. This Charge shall take effect as a Deed.
7. A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge.
8. This charge and any dispute (contractual or non-contractual) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by the law of England and Wales. For the benefit of BoS, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute. BoS shall be entitled to bring any proceedings in any other court of competent jurisdiction. The taking of proceedings in one or more jurisdictions shall not prejudice the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS this Charge has been executed as a Deed and delivered on the date at the top of this Charge.

Execution by a company

EXECUTED as a deed by **Stephens and George Limited**

acting by:

ANDREW L G JONES
.....
(Print full name) Director

Andrew L G Jones
.....
(Signature) Director

DARREN DOBATHAM
.....
(Print full name) Director/Secretary

D. Dobatham
.....
(Signature) Director/Secretary

OR

EXECUTED as a deed by
Stephens and George Limited acting by
a director in the presence of:

Andrew L G Jones
.....
(Signature) Director

Signature of Witness: **BAG**

Name (in BLOCK CAPITALS): **BERNADETTE PRITCHARD**

Address: **11, CALLUNA CLOSE**

CACHARRIS

CF48 3HF

SIGNED on behalf of Bank of Scotland plc

.....
(Signature)