



Registration of a Charge

Company Name: **UNICORN THEATRE LONDON LTD**

Company Number: **00480920**



Received for filing in Electronic Format on the: **11/08/2021**

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Details of Charge

Date of creation: **31/07/2021**

Charge code: **0048 0920 0002**

Persons entitled: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**

Brief description: **THE UNICORN THEATRE PLOT 9 MORE LONDON TOOLEY STREET LONDON SE1**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HARBOTTLE & LEWIS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 480920

Charge code: 0048 0920 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2021 and created by UNICORN THEATRE LONDON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2021 .

Given at Companies House, Cardiff on 12th August 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**

Dated 31 July 2021

Legal Charge

relating to leasehold premises known as
The Unicorn Theatre Plot 9 More London Tooley Street London SE1

- (1) Unicorn Theatre London Ltd
- (2) The Mayor and Burgesses of the London Borough of Southwark

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LAND REGISTRY

Land Registration Acts 1925 to 1986

CHARGE OF WHOLE

County & District or London Borough: Southwark

Title's Number(s): TGL291442

Property: The Unicorn Theatre Plot 9 More London Tooley Street London SE1

THIS LEGAL CHARGE is made the 31st day of July 2021

BETWEEN

- (1) **UNICORN THEATRE LONDON LTD** (Company reg. no. 00480920) whose registered office is at 147 Tooley Street, More London, London, SE1 2HZ (the **Chargor**); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street, London SE1 2QH (LBS or the **Council**)

WHEREAS

- (A) The **Chargor** is the lessee of the above-mentioned property (the **Property**) under a lease (the **Lease**) details of which are set out in the Schedule hereto.
- (B) The **Chargor** is a Charity and is registered under Charity Registration No. 225751 and the **Property** forms or will form part of its endowment and is or will be held on charitable trusts.
- (C) Pursuant to a funding agreement entered into between LBS and the Unicorn Children's Centre (UCC) dated on or around 29 April 2005, LBS agreed to make a grant in respect of the **Property** up to a total sum of FIVE HUNDRED THOUSAND POUNDS (£500,000) (the **Grant**) to UCC. The **Grant** was secured by a legal charge between LBS and UCC dated 29 April 2005.
- (D) Pursuant to a deed of release dated on or around the date of this Charge, LBS have agreed to release UCC from their obligations contained in the legal charge between LBS and UCC dated 29 April 2005 on the condition that the **Chargor** enter into a replacement legal charge to secure the **Grant**.
- (E) The land charged by the Charge is held by the **Chargor**, a non-exempt charity and the Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.
- (F) The trustees of the **Chargor**, being the persons who have the general control and management of its administration certify that they have power under the provisions establishing the **Chargor** as a charity and regulating its purposes and administration to effect the Charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.
- (G) The **Chargor** has power under the trusts of the Charity to grant this Charge.

NOW THIS DEED WITNESSETH AS FOLLOWS

- 1.1 The Chargor hereby covenants that it will on demand pay to LBS all monies and discharge all obligations to repay the Grant (or so much of it as has been released to the Chargor) (the **Secured Obligations**) following receipt by the Chargor of written notice from the Council that any one or more of the events specified in Clause 5 has occurred during the period commencing on the date hereof and ending on 29 April 2025 (the **Term**).
- 1.2 In consideration of the payment of the Grant, the Chargor with full title guarantee hereby charges by way of legal mortgage the Property to LBS as a continuing security for the payment of the Secured Obligations on the due date for payment thereof.
2. The Chargor hereby covenants with LBS so long as any money remains owing on this security:-
 - 2.1 according to the terms of the Lease to maintain the insurance of the Property and to produce to LBS on reasonable demand (but not more than once in any period of 12 calendar months) details of the insurance policy together with evidence of payment of the current premium;
 - 2.2 in all material respects to keep the Property in good and sufficient repair throughout the Term in accordance with the terms of the Lease;
 - 2.3 to comply with the covenants and conditions on the part of the lessee contained in the Lease.

PROVIDED THAT

- 2.4 if the- Chargor materially fails to perform any of its obligations under this clause LBS may effect the insurance and/or may enter upon the Property and execute such repairs or other works as may be necessary or proper without becoming liable as a mortgagee in possession by doing so and the Chargor shall on demand repay to LBS all reasonable and proper expenses reasonably and properly incurred by LBS in doing so and shall pay interest on them at a rate of 2 per cent per annum over the base rate for the time being of Barclays Bank plc from 7 days after the date of demand until repayment and all such expenses and interest shall be charged upon the Property.
- 2.5 any moneys received on an insurance of the Property whether effected by the Chargor or LBS shall be applied in or towards making good the loss or damage in respect of which the moneys are received in accordance with the terms of the Lease.
3. In the absence of the occurrence of any of the circumstances set out in Clause 5 hereof LBS will not require repayment of the Grant **AND** LBS will at the request and cost (in respect of administration expenses) of the Chargor discharge this security on the earlier of the following:-
 - 3.1 if the Chargor pays to LBS a sum equal to the moneys outstanding hereunder; or
 - 3.2 if the Chargor provides alternative security satisfactory to LBS; or
 - 3.3. on the 29 April 2025.

4. For all purposes of the Law of Property Act 1925 the moneys secured hereunder shall (notwithstanding any other provision contained herein) be deemed to have become due on the date hereof.
5. The Grant (or so much of it as has been released to the Chargor) shall immediately become repayable and/or the statutory powers of sale and of appointing a receiver over the Property shall arise if:-
 - 5.1 default is made in the payment of any other moneys due hereunder for 28 days;
 - 5.2 the Property or any part of it ceases to be used for the purposes of the Chargor; or
 - 5.3 the Chargor ceases to be a registered Charity; or
 - 5.4 the Chargor is in material breach of any of its obligations hereunder; or
 - 5.5 any subsequent mortgagee shall enter into possession of the Property; or
 - 5.6 the Chargor disposes of all or part of its interest in the Property (except with the previous consent in writing of LBS and save in respect of an underletting (or the grant of a licence) to a company connected to the Chargor where such underlessee is using the Property for the Permitted Use under the Lease where no consent shall be required), including the sale, charge (save such charge as has previously been approved by LBS such approval not to be unreasonably withheld or delayed) or other disposal of its interest subject to the provisions of Clause 7 hereof; or
 - 5.7 the Chargor goes into liquidation or ceases to exist; or
 - 5.8 the Property is acquired under compulsory powers but in these circumstances the payment of the compensation received by the Chargor will be accepted by LBS in full and final satisfaction of any obligation to repay the Grant; or
 - 5.9 the Chargor enters into a deed of arrangement or assignment for the benefit of its creditors generally.
6. **Appointment of LPA receiver and powers**
 - 6.1 At any time after this security becomes enforceable or at the request of the Chargor LBS may by writing signed by any officer of LBS appoint any person to be a receiver of all or any part of the Property (whether or not an employee of LBS) and none of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. LBS may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the proper remuneration of any receiver so appointed. In this document, any reference to a receiver shall be deemed to include a reference to a receiver. Any receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and any receiver so appointed shall have power, whether immediately or at any later time and without prejudice to any other powers conferred upon a receiver by statute or common law:
 - 6.1.1 to take possession of, collect and get in all or any part of the Property and for the purpose to take any proceedings in the name of the Chargor or otherwise;

- 6.1.2 to manage the Property as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Property or any part of it;
- 6.1.3 to sell (whether by public auction or private contract or otherwise), lease or vary or surrender leases or accept surrenders of leases of, or concur in selling, leasing, varying or surrendering leases or accepting surrenders of leases of, all or any part of the Property on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities of any other company) as he may think fit;
- 6.1.4 to settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Property or in any way relating to this security, to bring, take, defend, compromise, submit to arbitration and discontinue any actions suits or proceedings whatsoever whether civil or criminal in relation to the above matters and to allow time for payment of any debts either with or without security;
- 6.1.5 to give receipts for all money and execute all assurances and things which may be proper or desirable for realising the Property;
- 6.1.6 to do all such other acts and things as he may consider necessary or desirable in his absolute discretion for realisation of any of the Property; and
- 6.1.7 generally to use the name of the Chargor in the exercise of all or any of the powers conferred by this document.

PROVIDED that any such receiver shall in the exercise of his powers authority and discretions conform to the proper directions and reasonable and proper regulations from time to time given and made by LBS and shall not be responsible nor shall LBS be responsible for any loss occasioned as a result. No purchaser, mortgagor, mortgagee or other person or company dealing with a receiver appointed by LBS shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this document or as to the propriety or regularity of any sale by or other dealing with such receiver but any such sale or dealing shall be deemed to be within the powers conferred by this document and to be valid and effectual accordingly.

6.2 Severance of plant and machinery

In the exercise of the powers conferred by this document LBS or any receiver appointed by LBS may sever and sell plant and machinery and other fixtures separately from the property to which they may be annexed.

6.3 Application of money received

All money received by any receiver shall be applied by him:

- 6.3.1 in payment of the reasonable and proper costs, charges and expenses of and incidental to the appointment of the receiver and the proper exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 6.3.2 in payment to the receiver of such proper remuneration as may be agreed between him and LBS at or at any time and from time to time after his appointment;

6.3.3 in or towards satisfaction of the amount owing on this security, and the surplus (if any) shall be paid to the Chargor or other persons entitled thereto.

6.4 Powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 (as amended by the Enterprise Act 2002) The powers conferred on mortgagees administrators or receivers by the Law of Property Act 1925 by the Insolvency Act 1986 or by the Enterprise Act 2002 shall apply to any administrator or receiver appointed under this document as if such powers were incorporated in this document except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the relevant Act and those contained in this document the terms of this document shall prevail.

6.5 Appointment of administrators

6.5.1 LBS may under the hand of any of its officers or managers appoint an administrator if at the time of such appointment:-

- (a) any of the Grant shall not have been repaid or discharged when due; or
- (b) an administration application shall have been made in respect of the Chargor (other than an application made by the LBS).

An administrator so appointed may (subject to statute) be removed in like manner.

6.5.2 Every such administrator shall (subject to the provisions of the Enterprise Act 2002):-

- (a) be the agent of the Chargor (which shall be solely responsible for his acts, defaults, expenses and remuneration);
- (b) be remunerated at such rate as LBS shall determine acting reasonably and properly
- (c) have (and if more than one may exercise severally or jointly) the powers set out in Schedule 1 to the Insolvency Act 1986;
- (d) shall (subject to discharge of liabilities having priority to the repayment of the Grant and save insofar as otherwise directed by LBS) apply all money received by him, first in the payment and discharge of his borrowings, expenses, other liabilities and remuneration, secondly, in or towards discharge of the Grant in such order as LBS may require and, thirdly, in payment of any surplus to the Chargor or other person entitled thereto.

6.6 Appointment of attorney

The Chargor irrevocably and by way of security appoints LBS and any person nominated in writing under the hand of any officer of LBS and notified to the Chargor in writing including every receiver appointed under this document as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document.

6.7 Indemnity for administrators and others

LBS and every administrator, receiver, attorney, manager, agent or other person appointed by LBS under this document shall be entitled to be indemnified out of the Property in respect of all

reasonable and proper liabilities and expenses reasonably and properly incurred directly or indirectly by any of them in the proper execution or purported proper execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Property and LBS and any such administrator or receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document.

- 6.8 The parties hereto request the Chief Land Registrar to enter the following restriction for the benefit of LBS against the registered title(s) of the Property:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by an authorised person on behalf of the London Borough of Southwark of 160 Tooley Street London SE1 2QH."

- 6.9 Formal demand and notices

Any demand or notice by the Council under this document shall be in writing signed by any officer of the Council and may be served on the Chargor by leaving the demand or notice at, or sending it through the post by registered or recorded delivery in a prepaid envelope addressed to the Chargor at the registered office of the Chargor and a demand or notice so served shall be effective at the time it was so left or, as the case may be, at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and public holidays.

- 6.10 Compliance with Memorandum and Articles of Association

It is certified that neither the execution of this document nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of the Memorandum or Articles of Association or the Constitution of the Chargor.

- 6.11 Effect of delay or omission by Council

No delay or omission of the Council in exercising any right, power or privilege under this document shall impair such right, power or privilege or be construed as a waiver of such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of them or the exercise of any other right, power or privilege. The rights and remedies of the Council provided in this document are cumulative and not exclusive of any rights or remedies provided by law.

- 6.12 Waiver of terms and conditions

The Council may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Council any breach or proposed breach by the Chargor of any of the covenants, conditions, provisions or obligations contained in this document without prejudice to the rights of the Council in respect of any subsequent breach of them.

7. No statutory or other powers of leasing or accepting surrenders of leases shall be exercisable by the Chargor without the consent in writing of the Council such consent not to be unreasonably withheld or delayed.
8. This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

IN WITNESS whereof the parties hereto have executed this deed as a deed and as necessary signed but so that it shall not come into effect until dated

Schedule 1
The Lease

Date	Parties	Term & Commencement	Rent
26 April 2007	London Bridge Holdings Limited (1) Unicorn Children's Centre (2)	100 years from 29 September 2005	One peppercorn

EXECUTED
as a DEED by
UNICORN THEATRE LONDON LTD acting by a
Director in the presence of a witness:

)
)
)
)
)
)
)


Director


Witness

JOHN TOMLINSON
Witness Name


Witness Address

The Common Seal of THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK was hereunto affixed to this DEED
in the presence of:

)
)
)
)
)
)

Authorised Signatory

Name