

MR01

Particulars of a charge

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Oyez



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 MR08.

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

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



A6F322CG
A10 16/09/2017 #37
COMPANIES HOUSE

1 Company details

Company number 0 0 7 2 7 2 2 8

Company name in full W H Palmer & Co (Industries) Limited

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 0 4 0 9 2 0 1 7

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 Robert Harry Ling

Name Adam John Wallis

Name Sally Yvonne Hare

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.

MR01

Particulars of a charge

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

ALL THAT freehold property known as Windy Heath
Mount Hill Salcombe TQ8 8LF

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).

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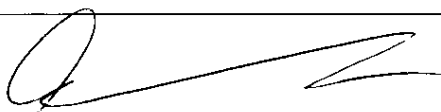
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the 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

Gary Simmons

Company name

Simmons Stein Solicitors

Address

Compass House

Pynacles Close,

Stanmore,

Middlesex.

County/Region

Postcode

H A 7 4 A F

Country

UK

DX

DX48904 Stanmore

Telephone

0208 954 8080

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 727228

Charge code: 0072 7228 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2017 and created by W.H.PALMER & CO.(INDUSTRIES)LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2017.

Given at Companies House, Cardiff on 23rd September 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GSS/WCIL

DATED 4TH SEPTEMBER 2017

**R H LING A J WALLIS and S Y HARE
as Trustees of ALCOHOLS LIMITED RETIREMENT
AND DEATH BENEFIT SCHEME**

(1)

- and -

W H PALMER & CO (INDUSTRIES) LIMITED

(2)

LEGAL CHARGE

Relating to of Windy Heath Mount Hill Salcombe TQ8 8LF

Simmons Stein
Compass House
Pynacles Close
Stanmore Middx HA7 4AF

We hereby certify this to be a true
and accurate copy of the original.
Simmons Stein Solicitors
Compass House, Pynacles Close
Stanmore Middlesex. HA7 4AF

LEGAL CHARGE

DATED

4th September 2017

BETWEEN

(1) **ROBERT HARRY LING** of 115 Tyelands Billericay Essex CM12 9PB **ADAM JOHN WALLIS** of Fishers Chelmsford Road Felsted Essex CM6 3LT and **SALLY YVONNE HARE** of 3 Marshbarns Bishops Stortford Herts CM23 2QN as **Trustees of ALCOHOLS LIMITED RETIREMENT AND DEATH BENEFIT SCHEME**

("the Lender")

(2) **W H PALMER & CO (INDUSTRIES) LIMITED** whose registered office is at Charringtons House The Causeway Bishops Stortford Herts CM23 2ER (Company Registration Number 00727228)

("the Borrower")

1. In this Charge:

1.1 "the Guarantee" means a Deed of Guarantee dated 12th November 2007 and made between the parties hereto

1.2 "the Repayment Date" means the date specified in a repayment notice served by the Lender on the Borrower which shall not be less than five working days after the date of the notice

1.3 "the Property" means the property described in the Schedule

2. In consideration of the Lender providing facilities to the Borrower under the terms of the Guarantee the Borrower with full title guarantee charges the Property by way of legal mortgage with repayment of all monies due to the Lender under the provisions of this Deed and the Guarantee

3. The Borrower covenants with the Lender:

3.1 To repay any monies due under the Guarantee on or before the Repayment Date

3.2 To keep the Property and the boundary walls and fences in good repair and

free from any charges by the Local Authority

- 3.3 To keep or cause all buildings and structures upon the Property insured comprehensively in the name of the Borrower and the Lender in an amount and with an insurer approved by the Lender and on demand to produce evidence to the Lender of compliance with this covenant
- 3.4 To observe all national and local legislation relating to the Property and any covenants or stipulations affecting the Property
- 3.5 Not without the Lender's prior written permission to carry out any development of the Property within the meaning of Town and Country Planning Legislation
- 3.6 Within seven days of receiving any documents relating to the Property which might affect the Lender's security to provide copies to the Lender

AND IT IS HEREBY AGREED AND DECLARED as follows:

- 4.1 Any failure by the Borrower to repair or insure the Property may be rectified by the Lender and any expenditure incurred by the Lender as a result shall be repayable on demand and until actually repaid shall bear interest at the Interest Rate
- 4.2 Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand
- 4.3 The Lender shall be entitled to make demand for the whole of the monies owing hereunder in the event of breach by the Borrower of any of the obligations herein contained on his behalf
- 4.4 The statutory powers of leasing or of accepting surrenders of leases conferred upon mortgagors shall not be exercised by the Borrower nor shall the Borrower part with possession of the Property or any part of it nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the Property or any part of it

- 4.5.1 At any time after the power of sale has become exercisable the Lender or any Receiver or Administrative Receiver appointed under this Deed may enter upon and manage the Property or any part of it and carry out repairs and works of improvement reconstruction addition or development
- 4.5.2 All expenditure so incurred shall be immediately repayable by the Borrower with interest at the Interest Rate
- 4.5.3 Neither the Lender nor any Receiver shall be liable to the Borrower as Mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of such powers
- 4.6 The Lender may exercise the powers of leasing conferred on a mortgagee of land while in possession by Section 99 of the Law of Property Act 1925 without going into possession of the Property and in exercising such powers (whether with or without going into possession) may grant any lease or tenancy of the Property or part of it for any term at any or no rents and with or without any fine or premium and generally on such terms as it shall in its absolute discretion think fit and give an effectual receipt for any fine or premium payable on any such grant
- 4.7 The provisions of Section 93 of the Law of Property Act 1925 shall not apply to this charge
- 4.8 Any demand or notice given under this Deed shall be in writing and signed by the party by whom it is given and may be posted by prepaid first class post or left for the person to whom it is addressed at his or her last known address and shall be deemed to have been received on the day following the day on which it was posted or the day on which it was left for the person to whom it was addressed
- 4.9 A person who is not a party to this Deed shall not have any rights under the

Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

4.10 The liability of R H Ling A J Wallis and S Y Hare is limited to the assets of
Alcohols Limited Retirement and Death Benefit Scheme

IN WITNESS of which the parties have duly executed this Deed

The Schedule

Property Description

ALL THAT freehold property known as Windy Heath Mount Hill Salcombe TQ8 8LF as
the same is more particularly described in a Conveyance made the 13th day of
January 1978 between Cyril Henry Gregory and Phyllis Maud Gregory of the one part
and WH Palmer & Company (Industries) Limited of the other part

EXECUTED as a DEED by)
W H PALMER & CO (INDUSTRIES))
LIMITED acting by its director in the)
presence of: -)

.....
Director

Witness

Name ... Forrest Osborn
Address ... 52, Mathana Drive
Bishops Stortford, Herts. CM23 4EN
Occupation ... Secretary