

000264123

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



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

A fee is payable with
Please see 'How to pay' on

☒ **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 the
instrument. Use form MR08



A9G9U1Q2

A23 23/10/2020 #152
COMPANIES HOUSE

A9FCPTQG

A11 10/10/2020 #186
COMPANIES HOUSE

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

1 Company details

Company number 01010188
Company name in full WEST SOMERSET RAILWAY
PUBLIC LIMITED COMPANY

For official use

→ **Filling 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 30 09 2020

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 WEST SOMERSET RAILWAY
ASSOCIATION

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.

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.

Brief description

TWO MK1 RAILWAY COACHES BEING
THOSE NUMBERED B809278 and T504660
~~THESE COACHES ARE CURRENTLY REGISTERED TO THE~~
~~RAILWAY GROUP LIMITED~~
~~AND ARE CURRENTLY REGISTERED TO THE~~
~~RAILWAY GROUP LIMITED~~
~~AND ARE CURRENTLY REGISTERED TO THE~~
~~RAILWAY GROUP LIMITED~~

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 

G. J. CAMPBELL

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

X

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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 **JACQUIE GREEN**

Company name **WEST SOMERSET**

RAILWAY ASSOCIATION

Address **THE RAILWAY STATION**

BISHOPS LYDEARD

Post town **TAUNTON**

County/Region **SOMERSET**

Postcode **TA4 3BX**

Country

DX

Telephone **01823 433856**

**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



West Somerset Railway Association

The Railway Station, Bishops Lydeard, Taunton, TA4 3BX
T: 01823 433856 E: manager@wsra.org.uk
www.wsra.org.uk

This LOAN AGREEMENT ("this Agreement") **and GUARANTEE** ("Guarantee")
dated this 30th day of August September 2020

BETWEEN: West Somerset Railway Association of The Railway Station, Bishops
Lydeard, Taunton, TA4 3BX Charity Number **1041901** Company Number **02968284**
("the Lender")

AND: West Somerset Railway PLC of The Railway Station, Minehead, Somerset
TA24 5BG Company Number **01010188** ("the borrower")

WITNESSES as follows:-

IN CONSIDERATION of the Lender loaning £70,000 Seventy Thousand Pounds
("the Loan") to the Borrower and the Borrower offering Guarantee to repay the Loan
to the Lender both parties agree to keep perform and fulfil the promises and
conditions set out in this Agreement and Guarantee.

1. Loan amount

The Lender agrees to loan the sum of seventy thousand (£70,000 GBP) to the
Borrower and the Borrower agrees and guarantees to repay this principal amount to
the Lender together with interest. The interest on the loan being at an annual
percentage rate of 0.5% above Bank of England base rate to be adjusted on 1st April
2021 and at six monthly intervals thereafter to reflect any changes to said base rate.
Interest due on the loan from 1st August 2020 until 31st March 2021 (two hundred
and eighty pounds £280 GBP) to be capitalised on 1st August 2020 and added to the
loan. The lender to advise the borrower of any such interest rate changes in writing.

2. Covenant to repay

The Borrower covenants with the Lender that it will on demand pay and discharge
the Loan when due to the WSRA. The Loan being all monies obligations and

I certify this as a True Copy
KM White
ROBIN MOIRA WHITE
BARRISTER - AT - LAW.
9-10-20

liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due or owing by the Borrower to the Lender under the terms of this Agreement and Guarantee.

3. Repayments

The Loan (principal and interest) will be repaid by thirty-six consecutive monthly repayments from April 2021 of one thousand nine hundred and seventy pounds and thirty-three pence (£1970.33 GBP) each payable on 10th April 2021 and continuing on the 10th day of each month until and including 10th day of March 2024 unless such payment amounts are adjusted to take account of changes to the interest rate charged as provided for above. At any time while not in default under this Agreement the Borrower may pay the outstanding balance then owing under this Agreement without further bonus or penalty. Monthly repayments will be applied first to interest due and to principle thereafter.

4. Default

Notwithstanding anything to the contrary in this Agreement and Guarantee if the Borrower defaults in the performance of any obligation under this Agreement and Guarantee then the Lender may declare the principal amount owing under this Agreement and Guarantee at that time to be immediately due and payable.

5. Security

The loan will be secured by a First Charge against two Mk1 coaches being those numbered BSO 9278 and TSO 4660 "the Security". The Borrower will demonstrate to the satisfaction of the Lender that it owns the Security outright and that the two Mk1 coaches numbered BSO 9278 and TSO 4660 are unencumbered in any way and available for securing the loan as described. The Borrower will do everything necessary to assist the Lender perfecting the said Charge which will be registered at Companies House.

In the event of the Borrower wishing to sell or transfer the Security the amount then outstanding under the Loan Agreement and Guarantee shall immediately become due and repayable.

6. Charging Provision

A handwritten signature in black ink, appearing to be 'Rud', is located in the bottom right corner of the page.

The Borrower as legal and beneficial owner with full title guarantee of the Security and as continuing security for the payment of the Loan charges in favour of the WSRA (a) by way of legal mortgage all right title and other interests of the Borrower in the assets referred to in Clause 5 and (b) by way of fixed charge all right title estate and other interests of the Borrower in each of the assets referred to in Clause 5.

7. Cessation of parties

In the event of the Lender ceasing to trade the repayments of the Loan will continue to be made without interruption to the successor of the Lender under the terms set out in the Agreement and Guarantee. In the event of the Borrower ceasing to trade the loan shall become immediately due and repayable.

8. Governing Law

This Agreement and Guarantee will be construed in accordance with and governed by the Laws of England.

9. Costs

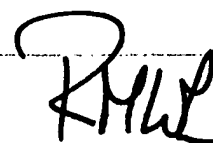
All costs expenses and expenditure including without limitation the complete legal costs on the Indemnity Basis incurred by the Lender in enforcing this Agreement and Guarantee as a result of any default by the Borrower will be added to the principal then outstanding and will immediately be due and payable by the Borrower.

10. Guarantee

The Borrower irrevocably and unconditionally as primary obligor and not just as surety undertakes and guarantees to the Lender on demand the performance of its obligations under this Agreement and Guarantee.

The Borrower undertakes to indemnify the Lender on demand against all losses liabilities damages costs and expenses which the Lender may suffer by reason of any default by the Borrower in the performance of its obligations under this Agreement and Guarantee.

The guarantees and indemnities set out in this Agreement and Guarantee are continuing guarantees and indemnities which shall remain in force until all the Borrower's obligations under this Agreement and Guarantee have been fully performed.

A handwritten signature in black ink, appearing to be 'RMLP', is located in the bottom right corner of the page.

The obligations of the Borrower under this clause shall not be affected by any act omission matter or thing which but for this clause might operate to release or otherwise exonerate it from its obligations or affect such obligations.

11. Amendment

This Agreement and Guarantee may only be amended or modified by a written instrument executed by both Lender and Borrower.

12. General Provisions

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement and Guarantee.

13. Entire Agreement and Guarantee

This Agreement and Guarantee constitutes the entire agreement between the parties and there are no further items or provisions either oral or otherwise.

SIGNED by the Lender West Somerset Railway Association

on this 30th day of ~~August~~ September 2020

1. Name: MICHAEL SHERWOOD

Role: CHAIRMAN

Signature 

Before me:

Witness name (in capitals) JOHN REACH

Witness signature: 

Address: 1 STAUNTON RISE,

ALCOMBE, MINEHEAD. TA24 6DB

Occupation: RETIRED



2. Name: G. J. R. GARRISON

Role: TRUSTEE

Signature

Before me:

Witness name (in capitals) JOHN LORCH

Witness signature:

Address: 4 STAUNTON RISE,

ALCOMBE, MINEHEAD, TA24 6DB

Occupation: RETIRED

This Agreement and Guarantee is Executed as a Deed by the

Borrower West Somerset Railway PLC on this 30th day of ~~August~~ September 2020

Name: JONATHAN JONES - PRATT

Role: CHAIRMAN / DIRECTOR

Signature

Before me:

Witness name (in capitals) FAYE JOHNSON

Witness signature:

Address: 72 BRANSBY WAY, WESTON-SUPER-MARE, SOMERSET, BS24 7BU

Occupation: SECRETARY

RHAR

Name:

Role:

Signature:

Before me:

Witness name (in capitals)

Witness signature:

Address:

Occupation:

[Handwritten signature]



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1010188

Charge code: 0101 018 8 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2020 and created by WEST SOMERSET RAILWAY PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2020 .

Given at Companies House, Cardiff on 30th October 2020



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**