



**Registration of a Charge**

Company name: **CAVENDISH UPHOLSTERY LIMITED**

Company number: **01912412**



X8FR43N7

Received for Electronic Filing: **09/10/2019**

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**Details of Charge**

Date of creation: **04/10/2019**

Charge code: **0191 2412 0006**

Persons entitled: **JOHN NEWMAN, JOHN DAVID FRANCIS, DEBORAH JANE COLEMAN, MIKE MCGEE, SUZANNE MARY EMILY FIELDER AND ANTONY STUART-BROWN BEING TRUSTEES OF THE AIRSPRUNG RETIREMENT & DEATH BENEFITS PLAN**

Brief description: **LEGAL CHARGE OVER THE PROPERTY KNOWN AS MAYFIELD MILL, BRIERCLIFFE ROAD, CHORLEY, PR6 0DA (REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LA654517). FOR FURTHER INFORMATION PLEASE SEE THE CHARGING INSTRUMENT.**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**BECKY PANTON**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1912412

Charge code: 0191 2412 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2019 and created by CAVENDISH UPHOLSTERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2019 .

Given at Companies House, Cardiff on 10th October 2019

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**

# HM Land Registry

## Legal charge of a registered estate

# CH1

**This form should be accompanied by either Form AP1 or Form FR1**

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: LA654517
2	Property: MAYFIELD MILL, BRIERCLIFFE ROAD, CHORLEY, PR6 0DA
3	Date: 4 OCTOBER 2019
4	<p>Borrower: CAVENDISH UPHOLSTERY LIMITED WHOSE REGISTERED OFFICE IS AT CANAL ROAD, TROWBRIDGE, WILTSHIRE, BA14 8RQ</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01912412</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: John Newman, John David Francis, Deborah Jane Coleman, Mike McGee, Suzanne Mary Emily Fielder and Antony Stuart-Brown being Trustees of the Airsprung Retirement &amp; Death Benefits Plan.</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register: CANAL ROAD, TROWBRIDGE, WILTSHIRE, BA14 8RQ</p>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

<b>7</b>	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
<b>8</b>	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietors for the time being of the Charge dated the <u>4</u> day of <del>October</del> <u>October</u> 201<u>8</u> in favour of John Newman, John David Francis, Deborah Jane Coleman, Mike McGee, Suzanne Mary Emily Fielder and Antony Stuart-Brown referred to in the Charges Register.</p>
<b>9</b>	<p><b>Additional provisions</b></p> <p>9.1 This charge is a continuing security for the payment and discharge of the Sums (as defined below). The Borrower shall pay the Sums to the Lender on demand provided that the liability of the Borrower under this provision 9.1 shall be limited to the amounts which are reclaimed following enforcement of this deed.</p> <p>9.2 The Borrower shall not, at any time during the Charge Period, without the prior written consent of the Lender:-</p> <p>(i) create or permit to subsist any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect;</p> <p>(ii) do or omit to do any act or thing which may materially affect the value of its interest in the Property (which may include (but is not limited to) any sale, transfer, grant, lease, licence or other disposal of or right to occupy the Property, whether voluntary or involuntary).</p> <p>9.3 The Borrower must insure the Property to its full replacement value against loss or damage by all risks normally insured against by persons carrying on the same class of business as that carried on by it. The Borrower must procure that the insurance proceeds are used in rebuilding, reinstatement or replacement of the Property.</p> <p>9.4 At any time on or after the occurrence of an Insolvency Event (whether or not the Sums or any part of them are then due and payable) or if requested by the Borrower:-</p> <p>(i) the Lender may, without further notice, without the restrictions contained in Section 103 Law of Property Act 1925 (the "Act") and whether or not a receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Act as varied or extended by this charge and all the powers and discretions conferred by this charge on a receiver either expressly or by reference.</p> <p>(ii) the Lender shall have the power in respect of the Property or any part of it to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Act.</p> <p>(iii) the Lender may appoint any one or more persons as receiver of the whole or any part of the Property, each with power to act alone. Any such</p>

receiver shall have all powers conferred from time to time on receivers by statute (in the case of powers conferred by the Act, without the restrictions contained in sections 103 and 109 of that Act) any power on behalf and at the expense of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to the Property or any part of it. The provisions of section 109(6) of the Act as to remuneration shall not apply.

9.5 The Borrower shall provide to the Lender such information as it may reasonably require from time to time in relation to the Property.

9.6 The Borrower must at its own expense take whatever action the Lender or any receiver may require for facilitating the realisation of the Property or any part of it following the occurrence of an Insolvency Event or the exercise at any time of any right, power or discretion exercisable by the Lender or any receiver under this charge.

9.7 The Borrower by way of security irrevocably and severally appoints the Lender and any receiver to be its attorney to take any action which it is obliged to take under this charge but has failed to do. The Borrower ratifies and confirms whatever any such attorney does in exercise of this appointment.

9.8 The obligations of the Borrower under this charge will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this charge (whether or not known to the Borrower or the Lender).

This includes:-

- (i) any time or waiver granted to, or composition with, any person;
- (ii) the release of any person under the terms of any composition or arrangement;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (iv) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- (v) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (vi) any amendment (however fundamental) of this charge or any other document or security; or
- (vii) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this charge or any other document or security.

9.9 The Borrower waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Borrower under this charge.

9.10 The Borrower will not, after a claim has been made under this charge or by virtue of any payment or performance by it under this charge:-

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Lender;
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Borrower's liability under this charge;

(iii) claim, rank, prove or vote as a creditor of any Participating Employer in competition with the Lender;

or

(iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Participating Employer or exercise any right of set-off as against any Participating Employer. The Borrower must hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this provision.

9.11 If no Insolvency Event has occurred by the end of the Charge Period then this Charge will no longer be of any effect and the Lender will take all necessary steps to ensure that it is discharged and all registrations of it at the Land Registry are cancelled.

9.12 In this Charge the following expressions have the following meanings:-

"Airsprung" means Airsprung Group plc (Company Number 1277785) whose registered office is at Canal Road, Trowbridge, Wiltshire BA14 8RQ.

"Charge Period" means the period starting on the date of this charge and ending at midnight on 31 March 2021.

"Insolvency Event" means any of the following events where they occur to or in relation to Airsprung (or anyone comprised in Airsprung if Airsprung consists of more than one person or corporation), namely:

(a) the entry into a moratorium or a composition, assignment or similar arrangement with its creditors generally; or

(b) the making of an application for an administration order or the making of an administration order; or,

(c) the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator; or

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income; or

(e) the commencement of a voluntary winding-up, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(f) the making of a petition for a winding-up order or the making of a winding-up order; or

(g) striking-off from the Register of Companies; or

(h) Airsprung otherwise ceasing to exist; or

(i) the occurrence of an insolvency event as that term is defined in section 121 of the Pension Act 2004 or regulations made thereunder; or

(j) any analogous or similar event occurring to or in respect of Airsprung in any jurisdiction outside the UK.

"Participating Employer" means any participating employer in the Plan present or future.

"Plan" means the Airsprung Retirement & Death Benefits Plan.

"Sums" means all the liabilities of Airsprung and any other Participating Employer to the Lender under or in connection with the Plan of any kind (whether present or future, actual or contingent and whether incurred alone or jointly with another).

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

## 10 Execution

Executed as a deed by **Cavendish Upholstery Limited** acting by two directors:

Director

Director

Executed as a deed by **Cavendish Upholstery Limited** acting by a director and its secretary:

Director

Secretary

Signed as a deed by **John Newman**

In the presence of:

Signature of witness

Name (in BLOCK CAPITALS) **SUZANNE FLEWELL**

Address **43 Windley Road** **Shadwell on Avon**  
**BA15 1QT**

Signed as a deed by **Francis**

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS) **MICHAEL CORN**

Address **2 EVERLEIGH CLOSE** **NEWBURY**  
**BA14 0LZ**

Signed as a deed by **Deborah Jane Coleman**

in the presence of:



Signature of witness... [redacted]  
Name (in BLOCK CAPITALS) MICHELLE TARRANT  
Address 44 STONEHILL, HILFERTON, TROWBRIDGE  
BA14 7TJ

Signed as a deed by Mike McGee

in the presence of:

Signature of witness... [redacted]  
Name (in BLOCK CAPITALS) K.M. OLIVER  
Address 28 ROSSLYN WAY, THORBURY, BRISTOL  
BS35 1SA

Signed as a deed by Suzanne Mary Emily Fielder

in the presence of:

Signature of witness... [redacted]  
Name (in BLOCK CAPITALS) R.J. MACCALLUM  
Address 21 VICTORIA GARDENS, TROWBRIDGE, WILTS.

[redacted] Stuart-Brown  
in the presence of:  
Signature of witness... [redacted]  
Name (in BLOCK CAPITALS) SIMON KNIBBS  
Address ANKARA, TELLSFORD LANE  
NORTON ST PHILIP, BATH BA2 7LL

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.