



Registration of a Charge

Company Name: **RAYNERS (EXTRA CARE HOME) LIMITED**

Company Number: **02263928**



Received for filing in Electronic Format on the: **08/12/2023**

XCHYG4KQ

Details of Charge

Date of creation: **08/12/2023**

Charge code: **0226 3928 0006**

Persons entitled: **BESPOKE CORPORATE TRUSTEES LIMITED
CHRISTOPHER JAMES MATTHEWS
JAMES IAN MATTHEWS
JEANNE MARIE MATTHEWS**

There are more than four persons entitled to the charge.

Brief description: **RAYNERS (EXTRA CARE HOME) LIMITED, WEEDON HILL, HYDE HEATH,
AMERSHAM HP6 5UH (TITLE NUMBER BM137750)**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

NATHAN MEE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2263928

Charge code: 0226 3928 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2023 and created by RAYNERS (EXTRA CARE HOME) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2023 .

Given at Companies House, Cardiff on 13th December 2023

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#)

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: BM137750
2	Property: Rayners (Extra Care Home) Limited, Weedon Hill, Hyde Heath, Amersham HP6 5UH
3	Date: 8 th December 2023
4	Borrower: RAYNERS (EXTRA CARE HOME) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02263928 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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.

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.

5 Lender for entry in the register:

BESPOKE CORPORATE TRUSTEES LIMITED and CHRISTOPHER JAMES MATTHEWS, JAMES IAN MATTHEWS AND JEANNE MARIE MATTHEWS and RAYNERS (EXTRA CARE HOME) LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 03948571

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:

5a Dominus Way, Leicester LE19 1RP (in relation to Bespoke Corporate Trustees Limited) and Grant Farm Barn, Chesham HP5 2TF (as to Christopher James Matthews) and Kiln Farm, Cheshire HP5 2UR (as to Jeanne Marie Matthews and James Ian Matthews)

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent of the Trustees of the Rayners (Extra Care Home) Limited Pension Scheme.

9 Additional provisions

1. Definitions and interpretation

1.1. Terms defined in the Loan Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed

"Default";	has the meaning given to that expression in the Loan Agreement.
"Loan Agreement";	the loan agreement dated between the Borrower and the Lender for the provision of the loan facilities secured by this Deed.
"Insurance Policy";	each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property.
"Security";	any mortgage, charge by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
"Premises";	any reference to the Premises in the following clauses shall be reference to the Property in panel 2 of this CH1.

2. Grant of Security

2.1. As a continuing security for the payment and discharge of the sum of £480,000.00, the Borrower with full title guarantee charges to the Lender:

2.1.1. by way of first legal mortgage, the Property; and

2.1.2. by way of first fixed charge:

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy.

3. General Covenants

3.1.1. The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to the Property other than any Security created by this Deed;

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or

(c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

3.1.2. The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this Deed.

3.1.3. The Borrower shall not, without the Lender's prior written consent, use or permit the Property to be used in any way contrary to law

3.1.4. The Borrower shall

(a) comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;

(b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or its use or that are necessary to preserve, maintain or renew any Property; and

(c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation.

3.1.5. The Borrower shall keep all premises, and fixtures and fittings on the Property, in:

(a) good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value

(b) The Borrower shall not, without the prior written consent of the Lender:

(c) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

(d) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings

3.1.6. The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

3.1.7. The Borrower shall not, without the prior written consent of the Lender:

(a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

(b) carry out or permit or suffer to be carried out on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Property.

3.1.8. The Borrower shall insure and keep insured the Property against:

(a) loss or damage by fire or terrorist acts, including any third party liability arising from such acts;

(b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

(c) any other risk, perils and contingencies as the Lender may reasonably require.

3.1.9. Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed,

together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation).

3.1.10. The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 9.4.3

3.1.11. The Borrower procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 9.4.3 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

3.2. The Borrower shall ensure that each Insurance Policy contains:

- (a) a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
- (b) terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
- (c) a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any Insurance Policy; and
- (d) terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

3.3. The Borrower shall:

3.3.1. promptly pay all premiums in respect of each

Insurance Policy and do all other things necessary to keep that policy in full force and effect; and

3.3.2. (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy.

3.3.3. The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

3.4. All monies payable under any Insurance Policy at any time (whether or not the security constituted by this Deed has become enforceable) shall:

3.4.1. be paid immediately to the Lender ;

3.4.2. if they are not paid directly to the Lender by the insurers be held, pending such payment, by the Borrower as trustee of the same for the benefit of the Lender; and

3.4.3. at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the £480,000.00.

3.5. The Borrower shall not, without the prior written consent of the Lender (which consent, in the case of clause, is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent):

3.5.1. grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

3.5.2. in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);

3.5.3. let any person into occupation of or share

occupation of the whole or any part of the Property;
or

3.5.4. grant any consent or licence under any lease or licence affecting the Property.

3.6. The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

3.7. The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

3.8. The Borrower shall:

3.8.1. observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

3.8.2. diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

4. The Borrower shall:

4.1. give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

4.2. (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

4.3. The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

5. Powers of the Lender

- 5.1. The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.
- 5.2. The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 5.3. Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 5.4. In remedying any breach in accordance with this clause 9.10.4, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.
- 5.5. The rights of the Lender under clause 9.10.5 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.
- 5.6. To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Property whether or not it has taken possession of any Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

6. When Security Becomes Enforceable

- 6.1. The security constituted by this Deed shall become immediately enforceable if an Default occurs.
- 6.2. After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

7. Enforcement Of Security

- 7.1. The power of sale and other powers conferred by section

101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 9.12.1;

7.2. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

8. No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Trustees of the Rayners (Extra Care Home) Limited Pension Scheme.
9. Notwithstanding anything to the contrary in this agreement the liability of Bespoke Corporate Trustees Limited is non-personal and is limited to the value of the assets of the Rayners (Extra Care Home) Limited Pension Scheme and shall cease in the event that Bespoke Corporate Trustees Limited ceases to hold the office of trustee of the Rayners (Extra Care Home) Limited Pension Scheme.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a Deed by **Rayners (Extra Care Home) Limited** acting by a [] a director in the presence of:

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Executed as a Deed by **Bespoke Corporate Trustees Limited** acting by a **EDWARD KINGSLEY** director in the presence of:

Witness Signature

Witness Name: **KIRSTIE CRANSHAW**

Witness Address: **4 MANDRE ROAD LONDON**

Witness Occupation: **PENSION ADMINISTRATOR**

Signed as a Deed by **Christopher James Matthews** in the presence of:

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a Deed by **James Ian Matthews** in the presence of:

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a Deed by **Jeanne Marie Matthews** in the presence of:

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a Deed by **Rayners (Extra Care Home) Limited** acting by a [] a director in the presence of:


Witness Signature

Witness Name: **ADELE GOUBOUE**
Witness Address: **1 Queens Road, Princes Risborough
BUCKS. HP27 0JR**
Witness Occupation: **Registered manager**

Executed as a Deed by **Bespoke Corporate Trustees Limited** acting by a [] a director in the presence of:

Witness Signature

Witness Name:
Witness Address:

Witness Occupation:

Signed as a Deed by **Christopher James Matthews** in the presence of:


Witness Signature

Witness Name: **ADELE GOUBOUE**
Witness Address: **1 Queens Road, Princes Risborough
BUCKS. HP27 0JR**
Witness Occupation: **Registered manager**

Signed as a Deed by **James Ian Matthews** in the presence of:




Witness Signature

Witness Name: **ADELE GOUBOUE**
Witness Address: **1 Queens Road, Princes Risborough
BUCKS HP27 0JR**
Witness Occupation: **Registered manager**

Signed as a Deed by **Jeanne Marie Matthews** in the presence of:


Witness Signature

Witness Name: **ADELE GOUBOUE**
Witness Address: **1 Queens Road, Princes Risborough
BUCKS. HP27 0JR**
Witness Occupation: **Registered manager**

Executed as a Deed by Rayners	
(Extra Care Home) Limited acting		
by a [] a director	
in the presence of:		
		
Witness Signature		
Witness Name: ADELE GORBOURN		
Witness Address: 1 Queens Road, Princes Risborough		
BUCKS. HP27 0TR		
Witness Occupation:		
Registered manager		

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.