

MR01

Particulars of a charge

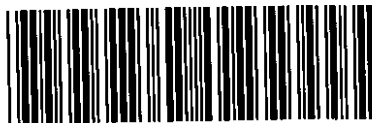
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Go online to file this information
www.gov.uk/companieshouse

TUESDAY



AACZDPC8

A02 14/09/2021 #10
COMPANIES HOUSE
A08 31/08/2021 #199
COMPANIES HOUSE

- ☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

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

1 Company details

Company number 2 3 1 9 1 2 4
Company name in full West Mersea Marine Limited

For official use
2
► **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 26 08 2021

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 Andrew ~~Moffat~~ Ian Moffat

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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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

WTS.

~~Victoria~~ Dock, Coast Road, West Mersea CO5 8LS

Victory

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

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.

☐

* This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

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

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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

Khalid Mughal

Company name

Martin Tolhurst Solicitors

Address

7 Wrotham Road

Gravesend

Kent

Post town

County/Region

Postcode

D

A

1

1

0

P

D

Country

DX

6801 GRAVESEND

Telephone

01474 325531



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: 2319124

Charge code: 0231 9124 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2021 and created by WEST MERSEA MARINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2021.

Do

Given at Companies House, Cardiff on 16th September 2021



Companies House



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

HM Land Registry

Legal charge of a registered estate

We hereby certify that this is a true and correct copy of the original

Dated this 26 day of August 2021

Martin Tolhurst Partnership LLP

Exchange House, Monument Way
Orbital Park, Ashford, Kent TN24 0HB

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.

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: EX403382
2	Property: Victory Dock, Coast Road, West Mersea, CO5 8LS
3	Date: 26th AUGUST 2021
4	Borrower: West Mersea Marine Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2319124 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Andrew Ian Moffat <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: Three Elms, Woodlands Lane, Shorne, Gravesend DA12 3HH

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.

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 by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated26th AUGUST 2021 referred to in the Charges register or signed on such proprietors behalf by its conveyancer."

9 Additional provisions

1. "The Borrower" means West Mersea Marine Limited.

2. This charge is to secure the sum of £80,000 (Eighty Thousand Pounds) ("the Principal") owed to the Lender by the borrower together with interest thereon at a rate of 2.9% per annum above the Barclays Bank Base Rate and cost of enforcement.

The Borrower covenants with the lender as follows:

2.1 to pay to the Lender interest on the Principal at the rate of 2.9% interest above the Barclays Bank Base Rate from the date hereof by quartely payments due on the quarter dates of 1 January, 1 April, 1 July and 1 October.

2.2 to pay the Principal and any outstanding interest in full on or after the receipt of three months written notice from the Lender or at any time by the Borrower.

2.3 to pay all costs incurred by the Lender and in terms of this deed and in relation to the security constituted by it.

3. The Borrower covenants with the Lender:

3.1 to keep the Property in good repair and condition.

3.2 to keep the Property insured at all times against the risk of fire, storms, floods, bursting and overflowing of pipes and tanks, malicious damage, subsidence, impact of vehicles and by air and all other usual building risks.

3.3 that all payments that the Borrower is required to make under the terms of this agreement is made without any set off, counter claim and free and clear of any withholding or deduction (save as required by Law, of any present or future taxes duties or other charges). If the Borrower is obliged by Law to make or withhold any deduction, the Borrower shall pay to the Lender additional amounts to ensure that the Lender receives a net amount equal to the amount they would have received if no withholding or deduction had been required.

3.4 to repair and keep in repair all buildings and fixtures which form a part of the Property. Not at any time, (except in times of repair and improvement), demolish, pull down, remove or dismantal any of the structure without the prior written consent of the Lender.

3.5 to permit the Lender and its agents to enter the Property or any part thereof within reasonable notice and survey the condition of the Property.

3.6 Immediately after being required to do so by the Lender make good any repair in the Property.

3.7 to observe and perform all restrictions and other covenants and stipulations as set out in the title register of the Property and comply with all requirements of building legislation and all other legislation or bylaws so far in each case has the same effect any land or building forming part of the Property.

3.8 to pay when due all rents, rates, charges, taxes, duties, settlements and any other outgoings whichever so charged, assessed, levied or imposed upon the Property or the owner/occupier thereof and shall indemnify and keep indemnified the Lender and any receiver appointed by it against all such payments, and if any such payment shall be paid by the Lender or receiver then the same shall be paid by the Borrower on demand with interest on the date of the demand to the date of the payment.

3.9 Comply with all environmental, health and safety, similar laws and regulations and ensure that the Property is free from contamination.

4. The Borrower will at any time upon the written request of the Lender execute in favour of the Lender and at the cost of the Mortgagor all such documents or other documents that the Lender shall require for more perfectly insuring the Property or any parts thereof in favour of the Lender to the full reinstatement value thereof and will also duly pay premiums and other monies payable under such insurance and if so required by the Lender deposit or policies of other contracts or insurance relating to the Property or any part thereof with the Lender or produce the same to the Lender for inspection.

5. The Borrower undertakes to the Lender that at no time during the subsistence of the security constituted by this charge will the Borrower grant or extend or permit to subsist any mortgage, debenture, charge or any other security interest over the Property or any parts thereof. This provision shall apply not only to mortgages, other fixed securities, floating charges with rank or proportion rank in priority to this Charge but also any mortgages or charges with rank *pari passu* with or subsequent to this Charge.

6. This Charge will rank equally with the Charge entered into by the Borrower with Robin Gregor Moffat and dated the date thereof.

7. The Borrower confirms that all costs, charges and expenses incurred by the Lender in the exercise of any of the Lender's rights in connection with the execution or otherwise in relation to this legal charge in connection with the enforcement of the security created by this charge will be paid on a full indemnity basis together with any interest.

8. The Borrower also covenants to indemnify and keep indemnified the Lender by way of a separate undertaking, any receiver appointed by the Lender against all existing future rents, rates, taxes, duties, charges, assessments of outgoings whatsoever now or at any time thereafter payable in respect of the Property or any part thereof or by the occupier thereof together with interest.

9. The Lender shall have a full right to assign the whole or any part of the benefit of this charge and the expression "the Lender" wherever used therein shall be deemed to include the assignees and other successors, whether immediate or derivative of the Lender who shall be entitled to enforce and proceed upon this Charge in the same manner as if named herein.

10. The Lender applies to the registrar for the restriction of the following terms to be entered in the register of the title to the Property:


" No disposition by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated referred to in the Charges register or signed on such proprietors behalf by its conveyancer."


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

Signed as a Deed by
Andrew Ian Moffat:
acting in the presence of:



Witness 
sign


Print name JULIE HOBSON

Address WHITEHALL PLACE

THE TERRACE GRAVESEND KENT

Signed as a Deed by
ROBIN CREWOK MOFFAT
Director of West Mersea
Marine Limited
acting in the presence of:



Witness 
sign

Print Name LISA BIXBY

Address 10 CAPTAINS ROAD

WEST MERSEA ESSEX
CO5 8QS

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.