



**Registration of a Charge**

Company Name: **THE WALTHAM ABBEY ROYAL GUNPOWDER MILLS CHARITABLE FOUNDATION LIMITED**

Company Number: **03325864**



Received for filing in Electronic Format on the: **04/01/2023**

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**Details of Charge**

Date of creation: **22/12/2022**

Charge code: **0332 5864 0001**

Persons entitled: **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS BUILDING L157, WALTHAM ABBEY, ROYAL GUNPOWDER MILLS SHOWN FOR THE PURPOSES OF IDENTIFICATION EDGED RED ON THE PLAN ANNEXED TO THE DEED WHICH IS PART OF THE PROPERTY KNOWN AS ROYAL GUNPOWDER MILLS, POWDERMILL LANE, WALTHAM ABBEY EN9 1BN REGISTERED TITLE NUMBER EX572750.**

**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 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:

**HARRY REID, SOLICITOR, FARRER & CO LLP**



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

Company number: 3325864

Charge code: 0332 5864 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2022 and created by THE WALTHAM ABBEY ROYAL GUNPOWDER MILLS CHARITABLE FOUNDATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2023 .

Given at Companies House, Cardiff on 5th January 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**

DATED

22 December

2022

THE TRUSTEES OF THE  
NATIONAL HERITAGE MEMORIAL FUND

- and -

THE WALTHAM ABBEY  
ROYAL GUNPOWDER MILLS  
CHARITABLE FOUNDATION LIMITED

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LEGAL CHARGE

relating to Building L157 Royal Gunpowder Mills Waltham Abbey

(MF-21-00160)

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**THIS DEED** is made on

22 December

2022

**BETWEEN**

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 4<sup>th</sup> Floor Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (and where the context admits its respective successors in title and permitted assigns "NHMF"); and
- (2) **THE WALTHAM ABBEY ROYAL GUNPOWDER MILLS CHARITABLE FOUNDATION LIMITED** (registered company number 03325864) whose registered office is at Column House, London Road, Shrewsbury, Shropshire, United Kingdom, SY2 6NN as trustee of The Waltham Abbey Royal Gunpowder Mills Charitable Foundation (registered charity number 1062985) ("**the Chargor**").

**1. Definitions**

"Charity"	The Waltham Abbey Royal Gunpowder Mills Charitable Foundation, a charity established by a trust deed dated 5 March 1997 (registered charity number 1062985);
"Grant Contract"	the agreement dated 22 December 2022 made between the Chargor and NHMF in respect of application no MF-21-00160 as the same may be amended, supplemented, restated or novated from time to time;
"Property"	the freehold property known as Building L157, Waltham Abbey, Royal Gunpowder Mills shown for the purposes of identification edged red on the plan annexed to this deed which is part of the property known as Royal Gunpowder Mills, Powdermill Lane, Waltham Abbey, EN9 1BN registered title number EX572750 (the <b>Retained Land</b> ); and
"Secured Obligations"	all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chargor to NHMF from time to time including, without limitation, under the Grant Contract.

**2. Charge**

The Chargor with full title guarantee charges by way of legal mortgage the Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations.

**3. Dispositions**

- 3.1.1 The parties apply to the Chief Land Registrar to enter on the Register of Title to the Property the following restriction:
- 3.1.2 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".
- 3.2 The Chargor will not exercise the statutory power of granting or accepting a surrender of any lease of the Property nor will the Chargor agree to a variation of any such lease without (in any case) the previous written consent of NHMF.

4. **Grant Contract**

This Charge incorporates the provisions of the Grant Contract on the part of the Chargor and any breach thereof will be treated as a breach of obligation under this Charge.

5. **Retained Land**

5.1 The Chargor hereby covenants to join in any disposition by NHMF of the whole or any part of the Property in order to grant all such easements and otherwise over the property known as Royal Gunpowder Mills, Powdermill Lane, Waltham Abbey EN9 1BN registered title number EX572750 (the **Retained Land**) as are necessary for its enjoyment and use of the Property including without prejudice to the generality of the foregoing all rights of way and rights to the passage of services appertaining to every and each part of the Property as at the date hereof and as set out in Clause 5.5 below

5.2 The Chargor hereby covenants with NHMF that upon a disposition of the whole or part of the Retained Land (other than an Assured Shorthold Tenancy granted for a period of two years or less) either:-

5.2.1 the Chargor shall procure that the disponee shall by deed covenant with NHMF to perform the Chargor's covenants to NHMF contained in Clause 5.1 of this deed (including to the consenting of the restriction referred to at Clause 5.3) or

5.2.2 the Chargor shall include in the disposition of the Retained Land the grant of all such easements and otherwise over the Retained Land as are necessary for the enjoyment and use of the Property including without prejudice to the generality of the foregoing all rights of way and rights to the passage of services appertaining to every and each part of the Property as at the date hereof and as set out in Clause 5.5. below.

5.3 The Chargor consents to the entry of the following restriction against the title to the Retained Land at HM Land Registry following the registration of this deed and shall provide NHMF with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the whole or any part of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Trustees of the National Heritage Memorial Fund that the provisions of Clause 5.2 of the charge dated [ ] 2022 have been complied with or that they do not apply to the disposition"

5.4 In the event that the security constituted by this deed becomes enforceable the following rights over the Retained Land (excluding the Property) are granted by the Chargor to NHMF for the benefit of NHMF, its successors in title and the Property:

5.4.1 A right of way at all times with or without vehicles for all lawful purposes over Hoppit Road and Middle Road in order to gain access to and egress from the public highway known as Beaulieu Drive (**Accessways**);

5.4.2 The right to connect into and use any foul and surface water sewers and any accessories to such sewers as defined by Section 219 of the Water Industry Act 1991 now or in the future constructed within the Retained Land and serving the Property (**Estate Sewers**) for the passage of water and sewage;

5.4.3 The right to connect into and use inspect maintain and renew all drains pipes wires cables conducting media and apparatus for surface and foul water drainage (except

the Estate Sewers) gas light oil electricity water electronic transmissions and similar services now or in the future constructed on the Retained Land (**Service Media**) which serve the Property;

5.4.4 The right of support and protection from any adjoining parts of the Retained Land for the Property;

5.4.5 The right to enter upon adjoining parts of the Retained Land to connect into and inspect maintain or renew any part of the Property or the Service Media, Estate Sewers or Accessways serving the Property,

Provided that any person using the rights in Clauses 5.4.1 – 5.4.5 will do so reasonably (and subject to payment of a reasonable proportion of the costs of repair maintenance and renewal where Service Media and Accessways are not adopted) and when exercising rights of entry will give reasonable notice (except in an emergency) and cause as little damage and inconvenience as possible and will repair any damage caused as quickly as possible to the reasonable satisfaction of any person thereby affected.

5.5 In the event that the security constituted by this deed becomes enforceable, NHMF grants to the Chargor for the benefit of the Chargor its successors in title and the remainder of the Retained Land (other than the Property), the right of support and protection from the Property for any adjoining parts of the Estate.

## **6. General Provisions**

6.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers:

6.1.1 any power conferred on it by the Grant Contract;

6.1.2 power to appoint any person to enter on the Property to inspect maintain and repair any buildings structures or other things.

6.2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time.

6.3 The obligations referred to in Clause 6.2 include (among others) the maintenance, repair and insurance of the Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same).

6.4 The entry by NHMF and the performance of any of its rights under this Clause 6 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise.

## **7. Receiver**

### **7.1 Appointment of Receiver**

If:

(a) the Chargor requests that a receiver, receiver and manager and/or an administrator (each referred to as a "**Receiver**") be appointed; or

(b) (whether or not NHMF becomes aware of the intention of the same) any party intends to take or takes any step to petition for the appointment of any

Receiver to be made in relation to the Chargor or to make an administration application or give or file notice of appointment or of intention to appoint any Receiver or any such petition is presented or any such application or appointment is made; or

- (c) the Chargor fails duly and punctually to perform or discharge any of its obligations hereunder or NHMF demands payment or discharge of any of its obligations hereunder (and whether or not the Chargor is given anytime in which to satisfy the same),

then at any time thereafter the security created hereunder shall be enforceable and NHMF may by writing under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director or manager or other authorised signatory for the time being of NHMF appoint any person or persons to be a Receiver of the whole or any part or parts of the Charged Property and of the rights of NHMF contained in this Charge.

## 7.2 Joint Receivers

Where two or more persons are appointed to be Receiver, NHMF may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and, subject thereto, any such persons may act jointly and/or severally.

## 7.3 General Powers of Receiver

- 7.3.1 Any Receiver shall (subject to any limitations or restrictions which NHMF may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of the Chargor and whether or not any such Receiver shall be an administrator) have:-

- (a) all the powers conferred from time to time on administrators, receivers (whether administrative receivers or otherwise) by law and/or statute;
- (b) power on behalf and at the cost of the Chargor and whether in the name of the Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Chargor or the assets subject of the security created hereunder; and
- (c) power to use the name of the Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of Clauses 7.3.1(a) and 7.3.1(b) on behalf and at the cost of and in the name of the Chargor or otherwise, the powers referred to herein.

- 7.3.2 To the maximum extent permitted by law all restrictions or limitations or waiting periods which would otherwise apply to the exercise of the rights of any Receiver or of NHMF under or in connection with the security granted hereunder imposed by any statute (including, without limitation, the Law of Property Act 1925 (the "Act")) are hereby excluded.

## 7.4 Receiver as Agent

Any Receiver shall, so far as the law allows, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and NHMF shall not be under any liability whatsoever in such regard.

## 7.5 Remuneration



The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and NHMF at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

**7.6 Removal**

NHMF may from time to time under its common or corporate seal (as the case may be) or as a deed or under the hand or any trustee, director, manager or other authorised signatory for the time being of NHMF remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint or as the case maybe apply to court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may have been terminated for any reason.

**8. Appointment of Attorney**

The Chargor irrevocably and by way of security appoints NHMF and any person nominated in writing under the hand of any authorised signatory of NHMF, together with every Receiver appointed under this document, as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document.

**9. Indemnity for NHMF and Receivers**

NHMF and every Receiver or agent of NHMF under this document shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property and NHMF and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document.

**10. Costs**

The Chargor will pay on demand all expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting, considering the enforcement or exercise of, or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations.

**11. Joint and Several Obligations**

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally.

**12. Charities Act 2011**

12.1 The Property is held by the Chargor in trust for the Charity, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

12.2 The restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 also apply to the Property.

12.3 By executing this Charge, the Chargor, the trustee of the Charity (as defined by section 177 Charities Act 2011), certifies that:

12.3.1 it has power under the trusts of the Charity to effect this Charge and it has obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011; and

12.3.2 it has power under the trusts of the Charity to effect the disposition of the Property and it has complied with sections 117 to 121 of the Charities Act 2011 (so far as applicable).

**13. Notices**

13.1 Any notice given to a party under or in connection with this Charge shall be in writing and shall be:

13.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

13.2 Any such notice shall be deemed to have been received:

13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

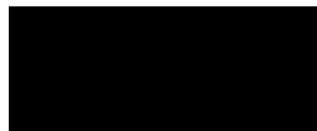
13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;

13.3 This clause 13 does not apply to the service of any proceedings or other documents in any legal action.

13.4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 13.

**IN WITNESS** whereof the Chargor has executed this instrument as a deed on the date first before written

EXECUTED AS A DEED by )  
THE WALTHAM ABBEY ROYAL )  
GUNPOWDER MILLS CHARITABLE )  
FOUNDATION LIMITED acting by )  
two directors )



) Director

) print name: A. J. MACDONALD

) .....  
) Director

) print name:

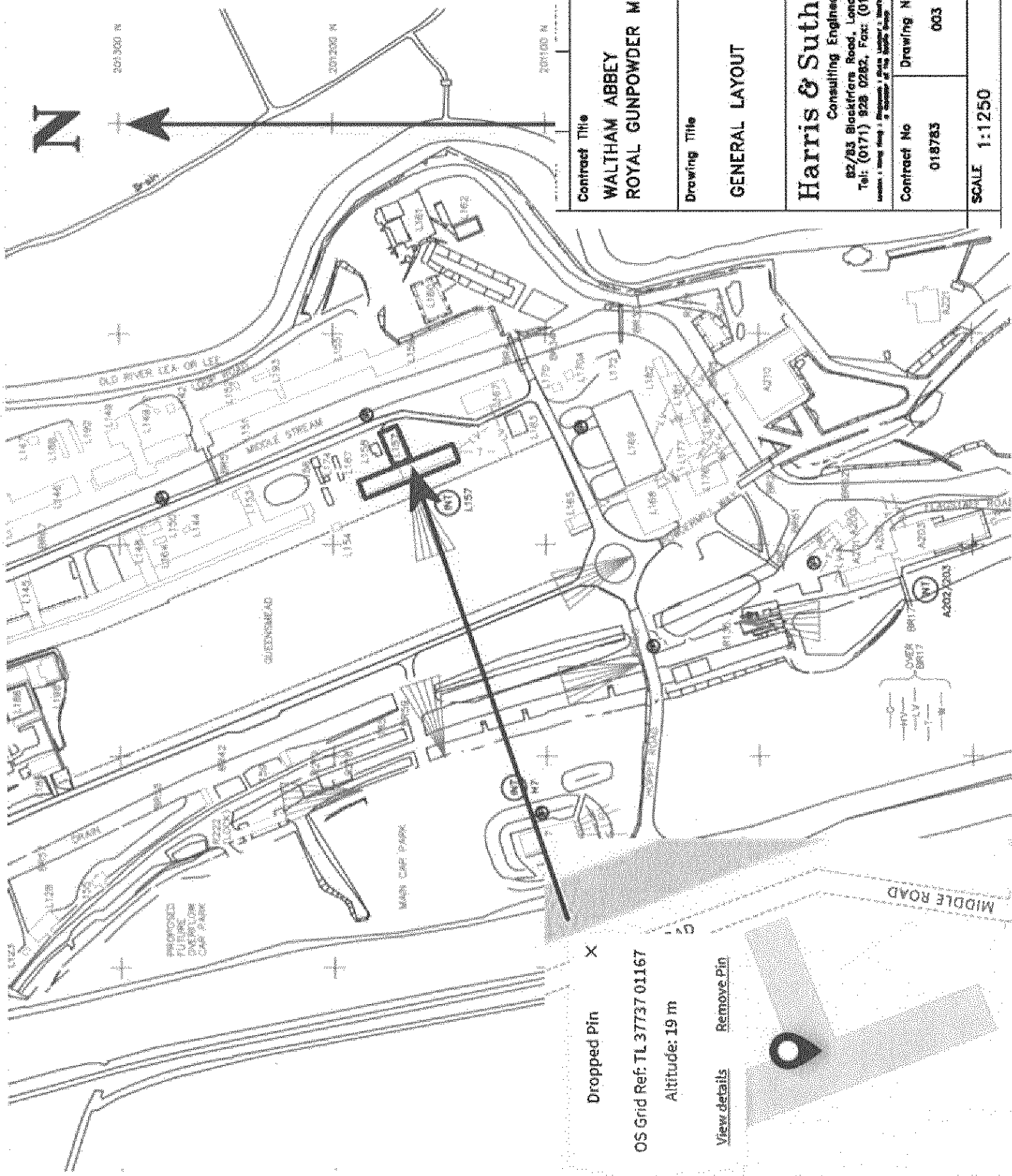
EXECUTED AS A DEED by )  
THE WALTHAM ABBEY ROYAL )  
GUNPOWDER MILLS CHARITABLE )  
FOUNDATION LIMITED acting by )  
two directors )

.....  
Director

print name: 

Director

print name: ANDREW COATES



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Contract Title		WALTHAM ABBEY ROYAL GUNPOWDER MILLS	
Drawing Title		GENERAL LAYOUT	
Contract No		Drawing No	Rev
018783		003	A
SCALE 1:1250			

**Harris & Sutherland**  
Consulting Engineers  
82/83 Blackfriars Road, London SE1 8JA  
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