



**Registration of a Charge**

Company name: **BRENTFORD FC LIMITED**

Company number: **03642327**

Received for Electronic Filing: **06/01/2021**



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**Details of Charge**

Date of creation: **31/12/2020**

Charge code: **0364 2327 0025**

Persons entitled: **BRENTFORD FOOTBALL COMMUNITY SOCIETY LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS COMMUNITY CENTRE AND OFFICES, LIONEL ROAD SOUTH, BRENTFORD AND MORE PARTICULARLY DESCRIBED IN AND DEMISED BY THE UNDERLEASE DATED 30 JULY 2018 AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER AGL451125.**

**Contains fixed charge(s).**

**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:

**TAYLOR WESSING LLP**



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

Company number: 3642327

Charge code: 0364 2327 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2020 and created by BRENTFORD FC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2021 .

Given at Companies House, Cardiff on 7th January 2021

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

31 December

DATED ~~22<sup>nd</sup> December~~ 2020

(1) BRENTFORD FC LIMITED

(2) BRENTFORD FOOTBALL COMMUNITY  
SOCIETY LIMITED

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LEGAL CHARGE

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## **THIS DEED OF CHARGE**

**DATED** 31 December 2020

### **BETWEEN:**

- (1) **BRENTFORD FC LIMITED**, a company incorporated in England and Wales (registered number 03642327), having its registered office at 6<sup>th</sup> Floor, 27 Great West Road, Great West Road, Brentford, England TW8 9BW (the "**Chargor**");
- (2) **BRENTFORD FOOTBALL COMMUNITY SOCIETY LIMITED**, a company incorporated in England and Wales (registration number 29244R) and having its registered office at 6<sup>th</sup> Floor, 27 Great West Road, Great West Road, Brentford, England TW8 9BW (the "**Lender**").

**NOW THIS DEED WITNESSES** as follows:

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall bear the following meanings for the purposes of this Deed.

<b>"Borrower"</b>	: <b>BRENTFORD FC LIMITED</b> , a company incorporated in England and Wales (registered number 3642327), having its registered office at 6 <sup>th</sup> Floor, 27 Great West Road, Great West Road, Brentford, England TW8 9BW and which holds beneficial title to the Charged Property;
<b>"Charged Property"</b>	: means all of the property charged to the Lender pursuant to clause 2;
<b>"Encumbrance"</b>	: any mortgage, charge, assignment, pledge, lien, right of set-off, encumbrance or other security interest (whether fixed or floating) whatsoever;
<b>"Existing Loans"</b>	: (1) the loan of £402,000 and (2) the loan of £278,000 in each case owed by the Borrower to the Lender and outstanding on the date of this Deed;
<b>"Indebtedness"</b>	: all money and liabilities now or hereafter due, owing or incurred to the Lender by the Borrower under or in connection with (1) the Existing Loans and any accrued or capitalised interest on the Existing Loans and (2) this Deed;

- 1.2 References to any statute or statutory provision or order or regulation made thereunder include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time, whether before or after the date hereof.

- 1.3 Headings to clauses are for information only and shall not form part of the operative provisions of this Deed or the Schedules and shall be ignored in construing the same.
- 1.4 The parties intend that this document shall take effect as a Deed.
- 1.5 References in this Deed to any agreement, deed or document (including, without limitation, references to this Deed) shall be deemed to include reference to such agreement, deed or document as varied, amended, modified, supplemented or replaced from time to time.

## **2 CHARGING CLAUSE**

As security for the payment to the Lender of the Indebtedness the Chargor with full title guarantee hereby charges by way of legal mortgage the leasehold property known as Community Centre and Offices, Lionel Road South, Brentford and more particularly described in and demised by the underlease dated 30 July 2018 made between (1) Lionel Road Developments Limited and (2) the Chargor and registered at HM Land Registry under title number AGL451125.

## **3 RELEASE AND DISCHARGE**

At such time as all the Indebtedness has been unconditionally and irrevocably discharged in full the Lender shall at the request and cost of the Chargor execute such documents (or procure that its nominees execute such documents) as the Chargor may reasonably request and which may be required to discharge all the charges created by this Deed.

## **4 CONTINUING SECURITY**

This security is to be a continuing security, notwithstanding any intermediate payment or settlement of account or any other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Indebtedness and is to be in addition, and without prejudice, to any other security or securities which the Lender may now or hereafter hold for the Indebtedness or any part thereof and this security may be enforced against the Chargor without first having recourse to any other rights of the Lender.

## **5 FURTHER ASSURANCE**

The Chargor undertakes, from time to time and at all times, whether before or after the security constituted hereunder shall have become enforceable, to execute and do at its own expense all such deeds, assurances, agreements, instruments, acts and things as the Lender may require for perfecting and protecting the security hereby constituted or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Lender's rights hereunder and in particular, but without limitation, the Chargor shall execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient.

## **6 NEGATIVE PLEDGE**

- 6.1 During the continuance of this security, the Chargor shall not sell, transfer or otherwise dispose of the whole or any part of the Charged Property or agree to do so.

## **7 UNDERTAKINGS**

- 7.1 During the continuance of this security, the Chargor undertakes that it will:
- 7.1.1 conduct and carry on its business in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business;
  - 7.1.2 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted by this Deed.

## **8 ATTORNEY**

The Chargor hereby irrevocably and by way of security appoints the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender severally as its Attorney and in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed or which may be required or deemed proper in the exercise of any rights or powers hereunder or otherwise for any of the purposes of this Deed and the Chargor hereby covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

## **9 ENFORCEMENT OF SECURITY**

- 9.1 The restriction on the consolidation of mortgages imposed by section 93 Law of Property Act 1925 shall not apply to this Deed.
- 9.2 Section 103 Law of Property Act 1925 shall not apply to the charges created by this Deed which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of such Act (as varied or extended by this security) shall be immediately exercisable at any time after notice demanding payment of any sum in respect of the Indebtedness shall have been given by the Lender to the Borrower.
- 9.3 The powers conferred on mortgagees or receivers by the Law of Property Act 1925 and the Insolvency Act 1986 shall apply to the security constructed by this Deed except insofar as they are expressly or impliedly excluded and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail.

## **10 APPLICATION OF MONEYS**

- 10.1 All moneys received as a result of enforcement of the security constituted by this Deed shall be applied in the following order:

- 10.1.1 in payment of the costs, charges and expenses incurred, and payments made, by the Lender;
  - 10.1.2 in or towards satisfaction of the Indebtedness; and
  - 10.1.3 the surplus (if any) shall be paid to the Chargor or other person entitled to it.
- 10.2 Any moneys received or realised by the Lender from the Chargor under this Deed may be applied by the Lender to any item of account or liability or transaction to which they may be applicable in such order or manner as the Lender may determine.
- 10.3 The Lender may place and keep (for such time as it shall think prudent) any money received, recovered or realised pursuant to this Deed to or at a separate suspense account (to the credit of the Chargor or the Lender as the Lender shall think fit) without having any obligation to apply the same or any part thereof in or towards discharge of the Indebtedness.

## **11 PROTECTION OF THIRD PARTIES**

- 11.1 No purchaser from, or other person dealing with, the Lender shall be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable, or whether any of the Indebtedness remains outstanding, or whether any event has happened to authorise the Lender to act or as to the propriety or validity of the exercise or purported exercise of any such power; and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 11.2 The receipt of the Lender shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Lender.
- 11.3 In Clauses 11.1 and 11.2, "purchaser" includes any person acquiring, for money or money's worth, any Encumbrance over, or any other interest or right whatsoever in relation to, the Charged Property.

## **12 PROTECTION OF LENDER**

The Lender shall not be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of its powers, unless such loss or damage is caused by its gross negligence or wilful default.

## **13 COSTS AND EXPENSES**

- 13.1 The Chargor agrees to indemnify the Lender against and on demand to pay to the Lender all the Lender's legal and other costs, losses, charges and expenses (on a full indemnity basis), arising in connection with the modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Lender's rights under, this Deed, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of the Deed or in consequence of any payment being made pursuant to this Deed (whether made by the



Borrower or a third person) being impeached or declared void for any reason whatsoever.

#### **14 OTHER SECURITY, CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

14.1 This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other person in respect of the Indebtedness.

14.2 The powers which this Deed confers on the Lender are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Lender thinks appropriate; the Lender may, in connection with the exercise of its powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Chargor acknowledges that the respective powers of the Lender shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

14.3 If the Lender considers that any amount paid by the Borrower or any third party in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid.

#### **15 CERTIFICATES**

For all purposes, including any legal proceedings, a certificate signed by one of the Lender's officers as to the amount of the Indebtedness (or any part thereof) shall, in the absence of manifest error, be conclusive evidence thereof against the Chargor.

#### **16 ANCILLARY PROVISIONS**

##### **16.1 Waiver**

16.1.1 No delay or omission of the Lender in exercising any right, power or privilege hereunder shall impair such right, power or privilege or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

16.1.2 A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

##### **16.2 Invalidity**

If at any time any one or more of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and

enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

### 16.3 No Assignment

No party to this Deed may not assign all or any of its rights under this Deed without the prior written consent of all the other parties to this Deed.

### 16.4 Notices

16.4.1 Save as specifically otherwise provided in this Deed any notice, demand or other communication to be served under this Deed may be served upon any party hereto only by posting by first class post or delivering the same to be served at the address shown in this agreement or at such other address as it may from time to time notify in writing to the other parties

16.4.2 A notice or demand served by first class post shall be deemed duly served on the second business day after the date of posting.

16.4.3 In proving service of any notice it will be sufficient to prove, in the case of a letter, that such letter was properly stamped or franked first class, properly addressed and placed in the post.

## 17 GOVERNING LAW AND SUBMISSION TO JURISDICTION

17.1 This Deed is governed by, and shall be construed in accordance with, the law of England and Wales.

17.2 In relation to any legal action or proceedings to enforce this Deed or arising out of or in connection with this Deed each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales and waives any right to object to such proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.

IN WITNESS whereof this Deed has been duly executed the day and year first before written.

Signed as a **DEED** by )  
**BRENTFORD FC** )  
**LIMITED** in its capacity as )  
CHARGOR acting by )

Director

Director/Secretary

Signed as a **DEED** by )  
**BRENTFORD FOOTBALL** )  
**COMMUNITY SOCIETY** )  
**LIMITED** )

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~~LIMITED~~ in its capacity as )  
~~CHARGOR~~ acting by )



Director

STEVEN PULYS

Director/Secretary

Signed as a ~~DEED~~ by )  
**BRENTFORD FOOTBALL** )  
**COMMUNITY SOCIETY** )  
**LIMITED** )



Director

BILL HAGERTY

Director/Secretary