



**Registration of a Charge**

Company name: **HILLS QUARRY PRODUCTS LIMITED**

Company number: **04320583**



X9C43T6P

Received for Electronic Filing: **24/08/2020**

---

**Details of Charge**

Date of creation: **18/08/2020**

Charge code: **0432 0583 0008**

Persons entitled: **WYATT ANDREW PAUL AND JOHN MATTHEW PAUL**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

---

**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: **KNIGHTS PLC**



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

Company number: 4320583

Charge code: 0432 0583 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2020 and created by HILLS QUARRY PRODUCTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2020 .

Given at Companies House, Cardiff on 25th August 2020

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 18 August 2020

HILLS QUARRY PRODUCTS LIMITED

to

W. A. PAUL and J. M. PAUL

FIRST  
LEGAL CHARGE

Additional West land minerals at Woodsford  
Farm Woodsford Dorchester Dorset

TEES  
SOLICITORS  
BISHOP'S STORTFORD  
Ref: GB

125928-1 Legal Charge Additional West 29.06..2020

LEGAL CHARGE made on

18 August

2020

BETWEEN:

The Owner: HILLS QUARRY PRODUCTS LIMITED (Co. No. 04320583) whose registered office is at Wiltshire House County Park Business Centre Shrivenham Road Swindon Wiltshire SN1 2NR

The Chargee: WYATT ANDREW PAUL and JOHN MATTHEW PAUL both of [REDACTED]  
[REDACTED]

### Definitions

In this Legal Charge the following expressions have the following meanings:

- |                       |   |
|-----------------------|---|
| '1925 Act'            | the Law of Property Act 1925  |
| 'Consideration'       | the payments due to the Chargee pursuant to the Transfer  |
| 'Costs'               | all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Chargee (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:<br>(1) the protection, preservation, realisation and enforcement of this security;<br>(2) the obligations owed to the Chargee under this Deed;<br>(3) the collection or recovery of any money owing under this Deed;<br>(4) the taking of legal proceedings in respect of any of the above |
| 'Event of Default'    | the Owner will be in default if it has not remedied in all material respects:<br>(1) a breach of its obligation to pay the Consideration to the Chargee pursuant to the Transfer on the respective due dates within 10 Working Days of the due date; or<br>(2) a substantial breach of its obligations in this Legal Charge after the expiry of notice from the Chargee allowing a reasonable time (which shall be a minimum time of 10 Working Days) in which to remedy such breach  |
| 'Event of Insolvency' | means the Owner<br>(a) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);   |

- (b) is deemed unable to pay its debts as defined in Section 123 of the Insolvency Act 1986;
- (c) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
- (d) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Section 425 of the Companies Act 1985 in relation to it;
- (e) presents or suffers to be presented an application for an administration order in relation to it; or
- (f) is removed from the Register of Companies;

'Interest'	interest at the rate of 4% above the base rate of The Royal Bank of Scotland plc from time to time accruing on a daily basis and compounded quarterly and payable both before and after any demand or judgment
'Property'	the minerals transferred to the Owner by the Chargee by the Transfer
'Receiver'	the receiver appointed in accordance with clause 6 which expression where the context so admits includes the plural and any substituted receiver and manager or receivers and managers
'Secured Amounts'	all of the following: <ul style="list-style-type: none"> <li>(a) the Consideration</li> <li>(b) all other money and liabilities now or at any time hereafter due or owing from the Owner to the Chargee pursuant to the Transfer and/or this Legal Charge (including without limitation all Costs) and the payment of Interest thereon</li> </ul>
'Statutory Requirements'	the requirements of any Act of Parliament or any regulation or byelaw of any local authority or government department or any other body exercising powers under statute or by Royal Charter
'Transfer'	A transfer of even date herewith and made between the Chargee the Owner and its guarantor of minerals at Woodsford
'Working Day'	any day other than Saturday, Sunday and any bank or public holiday

## **2 Interpretation**

- 2.1 The expressions 'Owner' and 'Chargee' include their respective successors in title.
- 2.2 Unless the context otherwise requires references in this Legal Charge to clauses and schedules are to clauses and schedules in this Legal Charge and reference to a clause includes a sub-clause.

- 2.3 The headings to clauses and other parts of this Legal Charge are for reference only and do not affect its construction.
- 2.4 This Legal Charge may only be varied in writing signed by or on behalf of the parties.
- 2.5 Any obligation on a party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to allow that act or thing to be done by any person under its control.
- 2.6 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.7 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.
- 2.8 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.

### **3 Charge**

- 3.1 The Owner with full title guarantee charges the Property by way of first legal mortgage as a continuing security for the payment or discharge of the Secured Amounts.
- 3.2 This Legal Charge shall remain in full force and effect as a continuing security unless and until the Chargee discharges it.
- 3.3 When the Owner has paid all Secured Amounts the Chargee will at the request and cost of the Owner duly discharge this Legal Charge.

### **4 Owner's Covenants**

The Owner covenants with the Chargee:

#### **4.1 Secured Amounts**

- 4.1.1 To pay and discharge the Secured Amounts as and when they fall due.
- 4.1.2 To pay Interest on any amount which is not paid under this Deed from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full Provided That where the Transfer provides for interest to be paid in circumstances of default Interest shall not be payable in addition or on top of the interest payable under the Transfer.

#### **4.2 Leases**

Not to exercise any of the powers conferred on the Owner by Section 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence, right or interest to occupy the Property or any part thereof.

#### **4.3 Encumbrances**

Not to create nor permit any encumbrance or further mortgage or charge upon the Property without the previous written consent of the Chargee (which is not to be unreasonably withheld or delayed).

#### **4.4 Rates etc**

Punctually to pay and indemnify the Chargee against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

**4.5 Statutory Requirements**

To comply with all Statutory Requirements for the time being in force applicable to the Property.

**4.6 Restrictive covenants**

To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property.

**5 Default**

5.1 Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the execution of this Deed.

5.2 The Secured Amounts will become immediately payable upon

5.2.1 the happening of an Event of Default; or

5.2.2 the happening of an Event of Insolvency; or

5.2.3 the holder of any subsequent or prior charge taking any steps to enforce it or to demand money secured by it

and at any time thereafter the Chargee may in addition to any other remedies available to him:

(a) exercise all the statutory powers conferred on mortgagees by the Law of Property Act 1925 free from the restriction imposed by Section 103 of the 1925 Act; and

(b) appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Property and for the Receiver to exercise the powers set out in clause 6.

5.3 If the Chargee takes possession of the Property or causes a Receiver to be appointed in exercise of such statutory powers the Chargee or such Receiver (in addition to his statutory powers) may eject from the Property the Owner or any tenants of the Owner or other persons at or in possession of the Property.

5.4 If the Chargee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Chargee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Chargee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

5.4.1 paying all Costs incurred and payments made by the Chargee (or the Receiver) in the course of such enforcement;

5.4.2 paying remuneration to the Receiver as and when the same becomes due and payable; and

5.4.3 paying the Secured Amounts as and when the same become due and payable.

**6 Receiver**

6.1 At any time after this security becomes enforceable, or at the request of the Owner, the Chargee may by writing, under hand, appoint any person or persons to be a Receiver of all or any part of the Property.

6.2 The Chargee may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.

- 6.3 The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any Receiver so appointed.
- 6.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply.
- 6.5 Where more than one Receiver is appointed they will have the power to act severally.
- 6.6 Any Receiver so appointed will be the agent of the Owner for all purposes and the Owner will be solely responsible for his acts or defaults and for his remuneration.
- 6.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in Section 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 6.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding any Event of Insolvency or death in relation to the Owner, to do or omit to do anything which the Owner could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver will have the power:
  - 6.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose to bring any proceedings in the name of the Owner or otherwise;
  - 6.8.2 to manage or carry on or concur in carrying on any business of the Owner;
  - 6.8.3 to raise or borrow money to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
  - 6.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of Sections 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Owner or otherwise;
  - 6.8.5 to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
  - 6.8.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Owner or the Property or in any way relating to this security;
  - 6.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.8.6;
  - 6.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Owner and to allow time for payment of any debts either with or without security;
  - 6.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
  - 6.8.10 to acquire by purchase, lease or otherwise any further property assets or rights;
  - 6.8.11 to appoint, employ and dismiss managers, officers, contractors and agents;
  - 6.8.12 to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Owner in respect of the Property;



6.8.13 to do (whether in the name of the Owner or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

6.9 All money received by any Receiver must be applied by him:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- (b) in payment to the Receiver of such remuneration as may be agreed between him and the Chargee at, or at any time and from time to time after, his appointment;
- (c) in or towards satisfaction of the Secured Amounts and the surplus (if any) must be paid to the Owner or other persons entitled to it.

## **7 Protection of Third Parties**

No person dealing with the Chargee or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:

- 7.1 whether this security has become enforceable;
  - 7.2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable;
  - 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
  - 7.4 whether any money remains due under the security; or
  - 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made
- and the receipt of the Chargee or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **8 VAT**

All sums payable under this Deed are exclusive of VAT. Accordingly the Owner will in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed.

## **9 Miscellaneous**

- 9.1 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this Deed.
- 9.2 The Chargee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Chargee under this mortgage grant to the Owner, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Owner or any other person.

9.3 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

This deed has today been executed by the Owner.

EXECUTED AS A DEED by )  
HILLS QUARRY PRODUCTS )  
LIMITED, acting by two directors )  
or a director and its secretary )



.....  
Director



.....  
Director/Secretary

EXECUTED as a DEED by the said)

WYATT ANDREW PAUL in the )

presence of: )

W Signature:

I Name:

T Address:

N

E

S

S Occupation:

EXECUTED as a DEED by the said)

JOHN MATTHEW PAUL in the )

presence of: )

W Signature:

I Name:

T Address:

N

E

S

S Occupation: