

MG01

Particulars of a mortgage or charge

288807-13



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

SATURDAY



A20

\*A22TZLQQ\*

23/02/2013

#35

COMPANIES HOUSE

1

**Company details**

Company number

0 4 5 5 6 8 2 7

Company name in full

V & S (Weston) Limited ("Company")

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d2 d0 m0 m2 y2 y0 y1 y3

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Assignment and charge of contracts (the "Charge")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see the continuation pages to this form

**Continuation page**

Please use a continuation page if  
you need to enter more details

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**5** Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name Clydesdale Bank PLC (trading as Yorkshire Bank and Clydesdale Bank)

Address 30 St Vincent Place, Glasgow

Postcode G 1 2 H L

Name

Address

Postcode

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars Please see the continuation pages to this form

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### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Everless LLP*

/ X

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

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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Richard Tripp

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4905



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

### 1 Amount secured

The amount secured by the Charge is all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Company to Clydesdale Bank PLC (trading as both Yorkshire Bank and Clydesdale Bank) (the "**Bank**"), whatever their nature or basis, together with Interest and Expenses (the "**Secured Obligations**")

### 2 Covenant to pay

2.1 The Company, as primary obligor and not merely as surety, has covenanted with the Bank that it will pay, discharge and perform the Secured Obligations on demand after the Secured Obligations have become due

2.2 Any amount which is not paid pursuant to the Charge on the due date shall bear interest (as well after as before judgment) payable on demand at the Default Rate from time to time from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Facility Agreement and itself constitutes part of the Secured Obligations

All capitalised terms used in this form are defined in the Appendix to this form.

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## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### 1 Grant of security

The Company, as a continuing security for the payment, discharge and performance of the Secured Obligations

#### 1.1 Assignment by way of security

assigns absolutely to the Bank all its rights, title and interest in the following assets:

1.1.1 the Charged Contracts; and ✓

1.1.2 the Contract Proceeds, ✓

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in clause 15.13 of the Charge (*Release of security*), and

#### 1.2 Fixed charges

charges in favour of the Bank, by way of first fixed charge the following assets:

1.2.1 the Charged Contracts; and

1.2.2 the Contract Proceeds,

in each case excluding those Charged Contracts or Contract Proceeds which have been validly and effectively assigned to the Bank pursuant to clause 3 1 1 of the Charge (*Assignment by way of security*); and also

1 2 3 any monies (including any deposit, advance or instalment payment) payable to the Company for or in connection with the disposal (by whatever means and whether or not permitted by the Charge) of the Charged Contracts or any interest in the Charged Contracts

### 2 Negative pledge and disposal restrictions

#### 2 1 Negative pledge

During the Security Period, the Company must not:

2.1.1 create, extend or permit to subsist any security over any of the Secured Assets, nor may it enter into any other preferential arrangement having a similar effect; nor

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2 1 2 without the prior written consent of the Bank, charge, factor, discount or assign any of the Contract Proceeds in favour of any other person or purport to do so

#### 2 2 **Exceptions**

paragraph 2.1 above does not apply

2 2.1 to the security created or required to be created by the Charge; nor

2.2 2 to any security or transaction to which the Bank has given its written consent

#### 3 **Continuing security**

All the security granted or created by the Charge is a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company or any other person of the whole or any part of the Secured Obligations

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### APPENDIX

#### DEFINITIONS

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Charged Contracts"** means:

(i) the agreement for the sale of land between the Company and the Purchaser dated 20 February 2013 in relation to the Property,

(ii) the legal charge between the Company and the Purchaser dated 20 February 2013 relating to the Property, and

(iii) the building contract between the Company and the Purchaser dated 20 February 2013 relating to the construction of a dwelling at the Property,

and also where the context shall so require or permit any of such contracts or agreements and the expression **"Charged Contract"** shall also mean any one of such contracts or agreements

**"Contract Proceeds"** means all proceeds of any Charged Contract from time to time in whatever form they may be, including

- (a) all monies receivable under, arising out of, or evidenced by, any Charged Contract,
- (b) any other rights, titles, benefits or interests (whether present, future, proprietary contractual or otherwise) of the Company in, under, arising out of, or evidenced by, any Charged Contract,
- (c) the Company's estate or interest in any property the subject of any Charged Contract,
- (d) the benefit of any Authorisation, conveyance, assignment, transfer, lease or licence which may be granted to the Company in relation to any Charged Contract, whether or not arising out of an obligation contained in such Charged Contract;
- (e) all claims competent to the Company to recover and receive damages or compensation arising out of or relating to any breach or termination of any Charged Contract or any Authorisation, conveyance, assignment, transfer, lease or licence referred to in paragraph (d) above, and



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(f) the full benefit of all guarantees, indemnities, bonds, debentures, mortgages, charges or other security given in relation to any Charged Contract or any obligation of the Purchaser arising under any Charged Contract

**"Default Rate"** means one per cent per annum above the highest rate of Interest ordinarily applicable to the Secured Obligations from time to time

**"Discharge Date"** means the date with effect from which the Bank confirms to the Company that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

**"Enforcement Party"** means any of the Bank or a Receiver

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, reasonably and properly incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Charge, taking, perfecting, enforcing or exercising any power under the Charge, the appointment of any Receiver, the breach of any provision of the Charge and / or the protection, realisation or enforcement of the Charge

**"Facility Agreement"** means the facility agreement dated 25 October 2006 between the Company and the Bank

**"Interest"** means interest at the rate provided and calculated and compounded as agreed between the Bank and the Company from time to time, and if not so agreed, in accordance with the practice of the Bank from time to time both before and after judgement

**"Purchaser"** means Raymond Joseph Harrison and Sarah Anne Harrison of 25 Radford Meadow, Castle Donington, Derby, DE74 2NZ

**"Property"** the freehold property known as Plot Number 10, Brunsleigh Croft, Hathern, Leicestershire and being part of the land registered at HM Land Registry with title absolute under title numbers LT188562 and LT202015

**"Receiver"** means any one or more receivers and managers or (if the Bank so specifies in the relevant appointment) receivers appointed by the Bank pursuant to the Charge in respect of the Company or in respect of the Secured Assets or any of them

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**"Secured Assets"** means the assets charged, assigned or otherwise the subject of any security created by or pursuant to the Charge and includes any part or parts of such assets

**"Security Period"** means the period beginning on the date of the Charge and ending on the Discharge Date



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4556827  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT AND CHARGE OF  
CONTRACTS DATED 20 FEBRUARY 2013 AND CREATED BY V  
& S (WESTON) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO CLYDESDALE  
BANK PLC (TRADING AS YORKSHIRE BANK AND  
CLYDESDALE BANK) UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 FEBRUARY  
2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES