



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **HELPHIRE (PINESGATE REVERSION) LIMITED**

Company number: **04624918**



X2DCG04X

Received for Electronic Filing: **25/07/2013**

---

**Details of Charge**

Date of creation: **11/07/2013**

Charge code: **0462 4918 0009**

Persons entitled: **BOGDANA KRYSTYNA COPESTAKE**

Brief description: **LEGAL MORTGAGE WITH FULL TITLE GUARANTEE OVER THE PROPERTY KNOWN AS EDINBURGH HOUSE AND ST ANDREWS HOUSE, MILLENNIUM WAY, CHESTERFIELD, DERBYSHIRE, S41 8ND (TITLE NUMBER: DY303205 AND DY350880).**

**Contains fixed charge(s).**

---

**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:

**FREETH CARTWRIGHT LLP**



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

Company number: 4624918

Charge code: 0462 4918 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2013 and created by HELPHIRE (PINESGATE REVERSION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013 .

Given at Companies House, Cardiff on 25th July 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Freeth  
Cartwright  
LLP

11th July 2013

- (1) BOGDANA KRYSZYNA COPESTAKE
- (2) HELPHIRE (PINESGATE REVERSION) LIMITED

#### LEGAL CHARGE

Relating To

Edinburgh House and St Andrews House  
Millennium Way  
Chesterfield  
Derbyshire  
S41 8ND

We certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, this is a true and correct copy of the original.

  
Freeth Cartwright LLP

Dated: 25/7/13

Ref: 1094/JAR/2045586/7  
Direct Tel: +44 (0)845 272 5682  
Email: janet.rhodes@freethcartwright.co.uk  
Dated: 26 June 2013

2nd Floor  
West Point  
Cardinal Square  
10 Nottingham Road  
Derby DE1 3QT  
United Kingdom

DX 729800 Derby 25

Direct Fax: +44 (0)845 634 1732  
Switchboard: +44(0)1332 361 000  
[www.freethcartwright.co.uk](http://www.freethcartwright.co.uk)

## CONTENTS

1.	DEFINITIONS .....	1
2.	BACKGROUND .....	2
3.	COVENANT FOR PAYMENT .....	2
4.	CHARGE .....	2
5.	CONSUMER CREDIT ACT 1974 .....	2
6.	COVENANTS BY THE BORROWER .....	2
7.	LENDER'S POWERS .....	3
8.	AGREEMENTS AND DECLARATIONS .....	5
9.	RESTRICTION .....	5
10.	EXECUTION AND DELIVERY .....	6

**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**  
**LEGAL CHARGE**

Administrative Area: Derbyshire : Chesterfield  
Title Numbers: DY303205 and DY350880  
Property: Edinburgh House, Millennium Way, Chesterfield, Derbyshire S41 8ND  
and St Andrews House, Millennium Way, Chesterfield, Derbyshire  
S41 8ND

Date:

11<sup>th</sup> July 2013

**PARTIES:**

(1) Lender

**BOGDANA KRYSTYNA COPESTAKE**

of

(2) Borrower **HELPHIRE (PINESGATE REVERSION) LIMITED**

Company Number: 04624918

Registered Office: Pinesgate, Lower Bristol Road,  
Bath BA2 3DP

**1. DEFINITIONS**

1.1. In this Legal Charge the following words and expressions have the following meanings:

1925 Act

the Law of Property Act 1925

Planning Acts

the Town & Country Planning Act 1990 the  
Planning (Listed Buildings and Conservation  
Areas) Act 1990 the Planning (Hazardous  
Substances) Act 1990 the Planning (Consequential  
Provisions) Act 1991 and the Planning and  
Compulsory Purchase Act 2004

Property

the land and premises comprised in the titles  
above mentioned known as Edinburgh House,  
Millennium Way, Chesterfield, Derbyshire S41 8ND  
and St Andrews House, Millennium Way,  
Chesterfield, Derbyshire S41 8ND

Secured Sums

all moneys and liabilities which are for the time  
being owed or incurred by the Borrower to the  
Lender whether actually or contingently and  
whether solely or jointly with any other person and  
whether as principal or surety including all interest  
and lawful charges and expenses to which the

Lender may be entitled in relation to the indebtedness of the Borrower

- 1.2. Clause headings are inserted for ease of reference only and shall not affect the interpretation
- 1.3. Where the expression "the Borrower" at any time means two or more persons obligations expressed or implied to be made by the Borrower are deemed to be made by those persons jointly and severally
- 1.4. Words importing one gender include all genders and words importing the singular include the plural and vice versa
- 1.5. Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute or "statutes" includes any regulations or orders made under such statute or statutes

## **2. BACKGROUND**

This Legal Charge is entered into to secure the repayment by the Borrower to the Lender of the Secured Sums

## **3. COVENANT FOR PAYMENT**

The Borrower covenants with the Lender to repay to the Lender the Secured Sums as and when they are due for payment

## **4. CHARGE**

The Borrower charges the Property by way of legal mortgage with full title guarantee as a continuing security for the payment to the Lender of the Secured Sums and all other moneys and liabilities which under the terms of this Legal Charge are payable by or otherwise shall become due from the Borrower to the Lender

## **5. CONSUMER CREDIT ACT 1974**

This Legal Charge does not secure any moneys or liabilities owed under an agreement which is a regulated agreement within the meaning of the Consumer Credit Act 1974

## **6. COVENANTS BY THE BORROWER**

The Borrower covenants with the Lender that during the continuance of the security afforded by this deed the Borrower will:

- 6.1. observe and perform the terms and conditions of this Legal Charge

- 6.2. keep all buildings and other structures for the time being comprised in the Property in a good state of repair and decoration
- 6.3. keep insured all buildings and other structures for the time being comprised in the Property and all effects of an insurable nature on or forming part of the Property insured for the full cost of reinstatement or replacement with an insurance office approved by the Lender against destruction or damage by fire and such other risks and contingencies as the Lender shall from time to time reasonably specify with a note of the interest of the Lender noted on the policy and whenever required provide evidence to the Lender of the existence and terms of such insurance and of payment of all necessary premiums
- 6.4. duly observe and perform all requirements of the Insurers in relation to the Property

## **7. LENDER'S POWERS**

- 7.1. In the event that the Borrower is in default of the repairing obligations set out in Clause 6.2 or of the insuring obligations set out in Clause 6.3 the Lender shall be entitled (but not obliged) to carry out works and/or to maintain such insurance as necessary to remedy such default and the cost incurred by the Lender shall be a debt due from the Borrower to the Lender and recoverable as part of the moneys secured by this deed
- 7.2. Without prejudice to and in addition to the Lender's powers under Clause 7.1 the Lender shall have power (in addition to the statutory powers incidental to the estate or interest of mortgagees contained in section 101 of the 1925 Act):
  - 7.2.1. to effect upon any building or structure or property or chattel for the time being comprised in this security any such repairs amendments alterations and additions as the Lender shall consider necessary or desirable for the maintenance protection or improvement of the Property or of the Lender's security and also
  - 7.2.2. to demise or agree to demise the Property or any part of it for such period at such rent and upon such terms with or without a premium or fine in all respects as the Lender shall from time to time think fit
- 7.3. The Lender shall have all the statutory powers of sale and appointment of a Receiver at any time after the date of this deed when such powers shall be exercisable and accordingly the provisions of section 103 of the 1925 Act do not apply to the security created by this deed
- 7.4. The statutory powers conferred on the Lender as varied and extended by this Legal Charge and all other powers conferred by this charge shall in favour of any purchaser as defined in section 205 of the 1925 Act or person dealing in good faith or any receiver appointed by the Lender be deemed to arise and be exercisable immediately after the execution of this Legal Charge who shall not be concerned to



enquire whether any exercise by the Lender of its powers is in breach of the terms of this Legal Charge

- 7.5. As between the Lender and the Borrower the Lender will not exercise the statutory power of sale or of appointment of a receiver or its power to take possession of the Property unless there has been a failure to pay any of the Secured Sums for more than seven days after they have become due. In the event of any such non-payment or default the Lender shall be entitled to exercise such rights and to possession of the Property as if all moneys secured by this deed were immediately due and payable
- 7.6. If the Lender exercises any of the statutory powers or the additional powers given by this deed the Lender shall not be deemed to be a mortgagee in possession or become liable as such and any moneys properly disbursed by the Lender in the exercise of such powers shall on demand by the Lender to the Borrower be forthwith repaid by the Borrower to the Lender and if not then repaid shall bear interest at the Interest Rate from the date of demand until the date of repayment and until repaid and together with such interest shall be a charge on the Property
- 7.7. Any interest payable in respect of the Secured Sums shall be payable at the Interest Rate (if no other rate has otherwise been agreed between the Lender and the Borrower) as well after as before any judgment
- 7.8. all the powers and remedies conferred by statute or by this deed upon the Lender shall be exercisable free from any restrictions imposed by the 1925 Act in any of the following events:
  - 7.8.1. if the Borrower fails to pay any sum which has become due under this Legal Charge and which is secured on the Property or fails to observe or perform or commits any breach of any of the covenants undertakings conditions and provisions of this Legal Charge
  - 7.8.2. if the Borrower (being a company) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company);
  - 7.8.3. if the Borrower (being a company) has a receiver or manager appointed (including an administrative receiver)
  - 7.8.4. if a petition is presented to, or any order is made by, any competent Court for the appointment of an administrator in relation to the Borrower (being a company) or any corporate action procedure or step is taken by any person for the purpose of or with a view to the administration of the Borrower;
  - 7.8.5. if any individual constituting the Borrower becomes bankrupt
  - 7.8.6. if the Borrower enters into an arrangement for the benefit of creditors

- 7.8.7. if any person exercises or attempts to exercise any power of sale or seeks otherwise to enforce security in relation to the whole or any part of the Borrower's property undertaking or other assets whatsoever
- 7.8.8. if any judgment or order of any Court is made against the Borrower for payment of any sum of money which is not complied with or set aside within 14 days or if a writ or execution is issued against or a distress execution or sequestration is levied or enforced upon or served against any of the property undertaking or other assets of the Borrower

## **8. AGREEMENTS AND DECLARATIONS**

The Borrower and the Lender agree and declare:

- 8.1. The power of sale under this Legal Charge shall be deemed to arise on the execution of this Legal Charge
- 8.2. The provisions of section 93 of the 1925 Act do not apply to this security
- 8.3. Any notice required to be served under this deed (including a demand for payment) shall be in writing and shall be deemed to be sufficiently served if (a) sent by first-class post in a correctly addressed pre-paid envelope to the last known address of the party to be served and it shall be deemed to be served on the second day following posting or (b) delivered by hand to the last known address of the party to be served and it shall be deemed to be served at the time of delivery
- 8.4. If the Lender receives notice of any subsequent charge or other interest affecting all or any of the Property it may open a new account with the Borrower and if it does not do so, it shall be treated as if it had opened a new account at the time when it received a notice. As from the time of receipt of the notice payments made by the Borrower to the Lender shall be credited or be treated as having been credited to the new account
- 8.5. This Legal Charge is in addition to and shall not be prejudiced or affected by nor itself prejudice or affect any other security which is now or may hereafter be held by the Lender
- 8.6. The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees
- 8.7. The Lender may from time to time waive any breach of this deed or grant any indulgence to the Borrower without affecting the Lender's rights, powers or remedies

## **9. RESTRICTION**

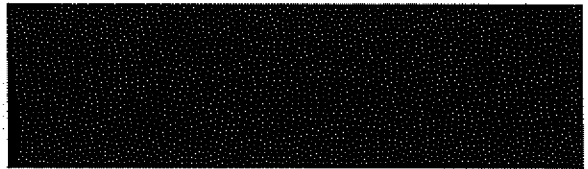
The Lender and the Borrower apply (and the Borrower hereby gives its consent to such application) to the Chief Land Registrar to enter in the Proprietorship Register of the title number for the Property a restriction in the following terms:

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 certificate signed by the Lender or her conveyancer that the provisions of clause 3 of a legal charge dated 11<sup>th</sup> July 2013 have been complied with

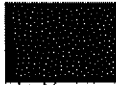
**10. EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this deed

SIGNED as a DEED by  
BOGDANA KRYSTYNA COPESTAKE  
in the presence of:



Witness' signature:



Name:

KULVINDER JOHAL

Address:




EXECUTED as a DEED by  
HELPHIRE (PINESGATE REVERSION) LIMITED

acting by



[name of director]



Director

in the presence of:



Witness' signature:

Name (in block capitals):

KULVINDER JOHAL

Address:

