



**Registration of a Charge**

Company name: **THE HILL COMPANY LIMITED**

Company number: **04959684**



XA1Z9MX7

Received for Electronic Filing: **08/04/2021**

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**Details of Charge**

Date of creation: **01/04/2021**

Charge code: **0495 9684 0003**

Persons entitled: **BARBERRY INDUSTRIAL LIMITED**

Brief description: **BARBERRY 44, SEVERN ROAD, HALLEN, AVONMOUTH**

**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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SANDRA HUMPHREY**



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

Company number: 4959684

Charge code: 0495 9684 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2021 and created by THE HILL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2021 .

Given at Companies House, Cardiff on 9th April 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**

**DATED**

1 April

**2021**

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- (1) **BARBERRY INDUSTRIAL LIMITED**
- (2) **THE HILL COMPANY LIMITED**

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**LEGAL CHARGE**

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## Legal Charge

**DATE** 1 April 2021

2021

### **BETWEEN**

- (1) **BARBERRY INDUSTRIAL LIMITED** a company registered in England and Wales (registered number 10997951) whose registered office is at Barberry House Bromsgrove Road, Belbroughton, Stourbridge, West Midlands, England, DY9 9XX (the **Chargee**); and
- (2) **THE HILL COMPANY LIMITED** a company registered in England and Wales (registered number 04959684) whose registered office is at Solus 31, Motherwell Way, West Thurrock, Essex, RM20 3LB (the **Chargor**).

### **IT IS AGREED**

#### **1. INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

##### **Agreement**

the development agreement of the same date as this deed made between (1) the Chargee and (2) the Chargor;

##### **Event of Default**

the failure by the Chargor to pay the Secured Obligations to the Chargee within ten Working Days of a written request by the Chargee to do so pursuant to clause 2 of this deed;

##### **Property**

the property specified in schedule 1;

##### **Receiver**

any one or more receivers and/or managers appointed by the Chargee pursuant to this deed over all or any part of the Property;

##### **Secured Obligations**

the payment of all such sums as may be established and ascertained as properly due to the Chargee from the Chargor under clauses 15 and 16 of the Agreement; and

##### **Working Day**

any day (other than Saturday or Sunday or statutory or public holidays) upon which clearing banks in the City of London are open to the public for the transaction of business during ordinary banking hours and Working Days shall be construed accordingly.

#### **1.2 Successors and assigns**

The expressions **Chargee** and **Chargor** include, where the context admits, their respective successors.

#### **1.3 Headings**

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this deed.

#### **1.4 Construction of certain terms**

In this deed, unless the context otherwise requires:

- 1.4.1 references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this deed and references to this deed include its schedules;
- 1.4.2 reference to (or to any specified provision of) this deed or any other document shall be construed as references to this deed, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be

obtained as a condition to such amendment being permitted) the prior written consent of the Chargee;

- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person include an individual, firm, partnership, trust, body corporate, association, organisation, government, state, agency of state or undertaking (whether or not having a legal personality and irrespective of the jurisdiction in which it was incorporated or exists);
- 1.4.5 references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;
- 1.4.6 where the expression **Chargor** or **Chargee** includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this deed; and
- 1.4.7 where any term in this deed is not defined in this deed then that term shall have the meaning ascribed to it in the Agreement.

## 1.5 **Effect as a deed**

This deed is intended to take effect as a deed notwithstanding that the Chargee may have executed it under hand only.

## 2. **COVENANT TO PAY**

- 2.1 The Chargor covenants that it will discharge and pay to the Chargee the Secured Obligations when they become due for payment or discharge in accordance with the provisions of the Agreement. If the Chargor fails to do so, the Chargee shall give written notice to the Chargor detailing any Secured Obligations which are unpaid by the Chargor and requiring the Chargor to pay the Secured Obligations to the Chargee. The Chargor shall pay the Secured Obligations to the Chargee within 10 Working Days of receipt of the Chargee's notice.

## 3. **CHARGE**

The Chargor as a continuing security for the payment and discharge of the Secured Obligations with full title guarantee charges to the Chargee by way of first legal mortgage the Property.

## 4. **RESTRICTION**

The Chargor applies to enter the following standard form of restriction (form P) in the proprietorship register of the title to the Property:

"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 sign by the proprietor for the time being of the charge dated 1 April 2021 in favour of Barberry Industrial Limited referred to in the charges register or their conveyancer."

## 5. **UNDERTAKINGS**

The Chargor undertakes with the Chargee that during the continuance of this security the Chargor will comply with the undertakings set out in schedule 2.

## 6. **FURTHER ASSURANCE**

The Chargor shall if and when at any time required by the Chargee do all such acts and things as the Chargee shall from time to time reasonably require to perfect or protect the security intended to be created by this deed over the Property or any part of it or to facilitate the realisation of the Property or any part of it.

## 7. **ENFORCEMENT**

At any time on or after an Event of Default, the Chargee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed and all the powers and discretions conferred by this deed on a Receiver either expressly or by reference.

## 8. **APPOINTMENT AND POWERS OF RECEIVER**

### 8.1 **Appointment**

At any time after an Event of Default, the Chargee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Property or any part of it and shall forthwith notify the Chargor of such appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment. The Chargee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

### 8.2 **Receiver as agent**

Any Receiver shall be the agent of the Chargor and in the absence of manifest error or negligence on the part of the Receiver the Chargor shall be solely responsible for his acts or defaults and for his reasonable and proper remuneration.

### 8.3 **Powers of Receiver**

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the reasonable and proper expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property or any part of it. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- 8.3.1 take possession: take possession of, collect and get in all or any of the Property;
- 8.3.2 manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- 8.3.3 dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Property in the name and on behalf of the Chargor or otherwise;
- 8.3.4 repair and maintain assets: make and effect such repairs, renewals and improvements to the Property or any part of it as he may think fit and maintain, renew, take out or increase insurances;
- 8.3.5 appoint employees: appoint managers, agents, officers and employees for any of the purposes referred to in this clause 8.3 or to guard or protect the Property at such salaries and commissions and for such periods and on such terms as he may properly determine and may dismiss them;
- 8.3.6 exercise statutory leasehold powers: without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- 8.3.7 legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Property or any part of it or submit to arbitration as he may think fit.

8.4 **Remuneration**

The Chargee may from time to time determine (acting properly) the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9. **APPLICATION OF PROCEEDS: PURCHASERS: MORTGAGEE IN POSSESSION**

9.1 **Application of proceeds**

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in his absolute discretion may from time to time conclusively determine.

9.2 **Protection of purchasers**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

9.3 **No liability as mortgagee in possession**

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any part of the Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

10. **RELEASE**

Forthwith upon payment by the Chargor of the sum due in accordance with clause 24.1.3 of the Agreement the Chargee shall release the Property from this legal charge and if required by the Chargor do all such acts and things as the Chargor properly and reasonably requires to release the Property from this legal charge

11. **MISCELLANEOUS**

11.1 **Remedies Cumulative**

No failure or delay on the part of the Chargor to exercise any power, right or remedy shall operate as a waiver of any of them nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

11.2 **Successors**

Any appointment or removal of a Receiver under clause 8 and any consents under this deed may be made or given in writing signed or sealed by any successors of the Chargee. The Chargee shall not be entitled to assign the benefit of this deed to any other person.

11.3 **Provisions severable**

Each of the provisions of this deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired thereby.

12. **NOTICES**

Any notice, communication or demand for payment by the Chargee to the Chargor under this deed shall be in writing and shall be delivered personally or sent by post to the address given in the Agreement or such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

13. **LAW**

This deed shall be governed by and shall be construed in accordance with English law.

THE PARTIES have executed this document as a deed and delivered it on the date first set out above.

**Schedule 1 - Property**

Barberry 44, Severn Road, Hallen, Avonmouth as more particularly described in a transfer made between (1) the Chargee and (2) the Chargor dated the same date as this Charge.

**Schedule 2 - Undertakings**

not to create any further charge (whether legal or equitable) or security over the Property without the consent of the Chargee (such consent not to be unreasonably withheld or delayed).

EXECUTED and DELIVERED as a DEED by )  
BARBERRY INDUSTRIAL LIMITED acting )  
by a director in the presence of: )

.....  
Director

Witness Signature

Witness Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by )  
THE HILL COMPANY LIMITED acting by a )  
director in the presence of: )


  
.....  
Director

Witness Signature

Witness Name

Address

Occupation

  
CLARE GREEN  
95 RAILWAY STREET, HERTFORD, SG14 1RP  
PSYCHOTHERAPIST