



**Registration of a Charge**

Company Name: **VANBRUGH TRUSTEES NO. 2 LIMITED**

Company Number: **05738999**



Received for filing in Electronic Format on the: **14/10/2021**

XAF39SEJ

**Details of Charge**

Date of creation: **05/10/2021**

Charge code: **0573 8999 0003**

Persons entitled: **BARBARA SYBIL LUCAS  
SUSAN JANE MUIR  
SALLY ANN STANBRIDGE**

Brief description: **LAND LYING TO THE NORTH OF DORCHESTER CLOSE, STOKE  
MANDEVILLE, AYLESBURY AND REGISTERED AND THE LAND REGISTRY  
UNDER THE TITLE NUMBER BM396183**

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

Certified by: **CAROLINE BAYLIS**



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

Company number: 5738999

Charge code: 0573 8999 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2021 and created by VANBRUGH TRUSTEES NO. 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2021 .

Given at Companies House, Cardiff on 15th October 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

5<sup>th</sup> October

2021

**VANBRUGH TRUSTEES LIMITED and VANBRUGH TRUSTEES No.2 LIMITED as  
trustees of the VANBRUGH UNIT TRUST and REDROW HOMES LIMITED (1)**

and

**Barbara Sybil Lucas, Susan Jane Muir and Sally Ann Stanbridge (2)**

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## **LEGAL CHARGE**

for

**Land lying to the north of Dorchester Close Stoke Mandeville Aylesbury**

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THIS LEGAL CHARGE is dated  
and made

5<sup>th</sup> October 2021

BETWEEN:

- (1) VANBRUGH TRUSTEES LIMITED (Company number 05530139) whose registered office is at the Estate Office Blenheim Palace Woodstock OX20 1PP and VANBRUGH TRUSTEES No.2 LIMITED (Company number 05738999) whose registered office is at the Estate Blenheim Palace as above acting jointly in their capacity as trustees ("the Trustees") of the VANBRUGH UNIT TRUST and (2) REDROW HOMES LIMITED (Company Number 01990710) whose registered office is at Redrow House St.David's Park Flintshire CH5 3RX (the "Chargor") and
- (2) Barbara Sybil Lucas of 3 Saunders Place Rickmansworth Lane Chalfont St Peter SL9 0FF, Susan Jane Muir of 19 Dr Browns Road Minchinhampton Stroud GL6 9DD and Sally Ann Stanbridge of Campions Loudwater Lane Croxley Green Rickmansworth SD3 3 JD (together the "Chargee")

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

WHEREAS:

- (A) the Chargee entered into a contract dated 10<sup>th</sup> August 2021 with the Chargor whereby the Chargee agreed to sell and the Chargor agreed to buy the Property for the sum of ONE MILLION TWO HUNDRED THOUSAND POUNDS (£1,200,000) ("the Purchase Price")
- (B) Completion of the sale and purchase of the Property has taken place immediately prior to completion of this Charge and the Chargor has paid the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000) in part payment of the Purchase Price leaving outstanding the Liabilities.
- (C) The parties hereto have agreed to provide security for repayment of the Liabilities by entering into this Charge

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Charge:

“BUSINESS DAY” means excludes Saturdays Sundays statutory bank holidays and the period 24 December to the immediately following 1 January inclusive

“CHARGE” means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

“CHARGED PROPERTY” means the property charged to the Chargee by this Charge and includes any part thereof or interest therein.

“ENCUMBRANCE” means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

“EXEMPT DISPOSAL” means any of the following:

- a. the grant of an easement for the purpose of the proposed development of the Property in accordance with any planning permission, any reserved matters approval and the Planning Agreement;
- b. the lease, transfer, disposal and/or grant of easements over land for servicing or utility requirements or to a relevant authority including electricity substations, gas governors or pumping stations with associated easements;
- c. dedications and/or transfers of a road, footpath, verge, open space or play area to a local statutory authority or other disposals that are required under the Planning Agreement or other statutory agreements

“EXPENSES” means all interest, fees, legal and other costs, charges and expenses which the Chargee or any Receiver may charge or incur in relation to the enforcement, rectification of a breach of any provision of and the protection or realisation of this Charge.

“FULL TITLE GUARANTEE” has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

“LIABILITIES” means the balance of the Purchase Price payable by the instalments and on the dates specified in clause 2.1.

“PLANNING AGREEMENT” means any agreement obligation or undertaking to be made in accordance with the following or similar legislation Section 106 of the Town and Country Planning Act, Sections 38 and/or 278 of the Highways Act 1980, Section 104 of the Water

Industry Act 1991, Section 111 Local Government Act 1972, Section 2 Local Government Act 2000, Electricity Act 1989, Gas Act 1980, Water Act 1989 or any provision of similar intent with any appropriate authority as to the water supply to or drainage of surface water and effluent from the Site or any agreement with any competent authority or body relating to the provision of any other services or access to or from the Site

“PROPERTY” means the freehold property referred to in the Schedule and any part or parts of it.

“RECEIVER” means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise.

## 1.2 Interpretation

In this Charge:

- (a) the expression “Chargee” where the context admits, include their respective successors in title and assigns;
- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (c) words importing the singular are to include the plural and vice versa;
- (d) any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

## 2 COVENANT TO PAY

2.1 The Chargor covenants with the Chargee to pay to the Chargee the Liabilities by the following instalments and by the following dates:

2.1.1 The sum of THREE HUNDRED AND FIFTY THOUSAND POUNDS (£350,000) on or before ~~{6 months after the Completion Date} 2021~~ <sup>5<sup>th</sup> April 2022</sup>; and

2.1.2 The sum of THREE HUNDRED AND FIFTY THOUSAND POUNDS (£350,000) on or before ~~{12 months after the Completion Date} 2021~~ <sup>5<sup>th</sup> October 2022</sup>;

2.2 The Chargor also covenants to pay to the Chargee in the event of any instalment of the Liabilities not being paid on the due date for the payment thereof interest thereon at 4% above

the base rate from time to time of Barclays Bank plc from the due date for the payment thereof until the date of actual payment thereof

### **3 SECURITY**

- 3.1 The Chargor charges to the Chargee by way of legal mortgage the Property with full title guarantee and as a continuing security for the payment and discharge of the Liabilities.
- 3.2 The Chargor hereby assigns absolutely to the Chargee with full title guarantee as continuing security for the payment and discharge of the Liabilities the benefit to the Chargor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 3.3 At any time after this Charge has become enforceable the Chargor shall promptly on demand execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Chargee may reasonably require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Chargee or any Receiver.

### **4 RESTRICTIONS**

- 4.1 The Chargor shall not without the prior written consent of the Chargee:
- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
  - (b) save for an Exempt Disposal sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Charged Property or agree to do any of the foregoing.
- 4.2 The Chargee may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.
- 4.3 The parties hereby apply to the Registrar for entry of a restriction on the registers of title to the Property 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 written certificate signed by a conveyancer or by the

proprietor for the time being of the charge dated [       ] 2021 and made between VANBRUGH TRUSTEES LIMITED and VANBRUGH TRUSTEES No.2 LIMITED as trustees of the VANBRUGH UNIT TRUST and REDROW HOMES LIMITED (1) and Barbara Sybil Lucas, Susan Jane Muir and Sally Ann Stanbridge (2) (2) referred to in the Charges Register".

## **5 ENFORCEMENT**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Chargee shall have demanded payment of any of the Liabilities after the same shall have become due and payable in accordance with the Agreement provided always that the Chargee shall give to the Chargor seven days' prior written notice of its intention to enforce this Charge.

## **6 APPOINTMENT AND POWERS OF RECEIVER**

- 6.1 At any time after this Charge has become enforceable or if requested by the Chargor, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 6.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 6.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:
  - (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;



- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (c) to borrow moneys from the Chargee or others on the security of the Charged Property for the purpose of exercising any of his powers;
- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of them on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- (f) to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
- (g) to make and effect all repairs and improvements;
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- (i) to purchase materials, tools, equipment, goods or supplies;
- (j) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- 6.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

## **7 CHARGEES LIABILITY**

- 7.1 In no circumstances shall the Chargee be liable to account to the Chargor.

- 7.2 If the Chargee shall appoint a Receiver of rental income of the Property or shall exercise such rights itself it shall upon the request of the Chargor at periods of not more than every two months provide written details with supporting documentation of all rental income received for the Property and expenditure incurred in respect of the receipt thereof.

- 7.3 The Chargee shall within ten working days of the completion of the exercise of its power of sale of the Property provide to the Chargor a written statement with full details and supporting documents

7.3.1 of all rental income (if any) received for the Property pending sale together with full details of all expenditure incurred in respect of the receipt thereof; and

7.3.2 full details of the sale proceeds including all the costs of sale of the Property; and

7.3.3 full details of the cost of enforcement and rectification of a breach of any provision and the protection or realisation of this Charge.

## **8 PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

## **9 POWERS OF LEASING**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargee are hereby extended so as to authorise the Chargee whether in the name of the Chargee or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Chargee (in its absolute discretion) shall think fit.

## **10 POWER OF ATTORNEY**

10.1 In the event of the Chargee enforcing this Charge the Chargor hereby irrevocably appoints the Chargee and the Receiver jointly and also severally the Attorney and Attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

10.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

## **11 CHARGEES RIGHTS**

11.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise.

11.2 The Chargor agrees that at any time after this Charge becomes enforceable:

(a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Chargee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Liabilities;

(b) the Chargee may as agent of the Chargor remove and sell any chattels on the Property.

## **12 COSTS AND INDEMNITY**

The Chargor shall pay all costs, charges and Expenses incurred by the Chargee in relation to the enforcement of this Charge to be reimbursed by the Chargor to the Chargee within fourteen days on a full indemnity basis.

## **13 CHARGEES OBLIGATION**

- 13.1 Upon discharge of the Liabilities the Chargee shall promptly discharge this Charge and provide the Chargor with Form DS1 or such other form of evidence of discharge as the Chargor shall reasonably require.
- 13.2 The Chargee will consent to the release from this Legal Charge of any Exempt Disposals (as defined in the Agreement) and provide at the Chargor's expense any required forms DS3 or deeds of release to the Chargor within 7 Business Days of being requested to do so.
- 13.3 The Chargee will co-operate in the dedication or adoption of land contained within the Property or the transfer or lease of any such land required for infrastructure or services and join in the creation of any Planning Agreement with the Chargor and the relevant local planning authority and the grant of any wayleaves or other easements required by the relevant highways authority, drainage authority and/or utility providers or as may be deemed necessary by the Chargor in order to procure the construction, maintenance, dedication and (if applicable) the adoption of all roads, sewers, service media and ancillary infrastructure serving or intending to serve the Property.
- 13.4 The Chargee shall indemnify the Chargor against all losses costs claims and expenses arising from the non-performance by the Chargee of any of its obligations arising under this Clause 13 and covenants with the Chargor that it shall observe and perform its obligations so as not to hinder, delay or impede the Chargor's construction, dedication, adoption, marketing, occupation, use or sale of any part of the Property forms part.
- 13.5 The Chargee shall pay the reasonable and proper legal fees of the Chargor should it request the Chargor to act pursuant to this clause 13.

## **14 CONTINUING SECURITY**

- 14.1 This Charge shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Chargee may now or at any time in the future hold in

respect of the Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

14.2 Section 93 of the Law of Property Act 1925 shall not apply to this Charge.

## **15 NOTICES**

15.1 Any notice or demand by the Chargee may be sent by post or delivered to the Chargor at the above address or the Chargor's address last known to the Chargee.

15.2 A notice or demand by the Chargee by post shall be deemed served on the second working day after posting.

## **16 MISCELLANEOUS**

16.1 No delay or omission on the part of the Chargee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

16.2 The Chargee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient.

16.3 Any waiver by the Chargee of any terms of this Charge or any consent or approval given by the Chargee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

16.4 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

16.5 The liability of the Trustees shall be limited to the value of the trust fund for the time being retained in the names of or under the control of the trustees for the time being of the Vanbrugh Unit Trust

## **17 LAW AND JURISDICTION**

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

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

**THE SCHEDULE**

**The Property**

All that property known as land lying to the north of Dorchester Close Stoke Mandeville Aylesbury registered with title number BM 396183

EXECUTED as a DEED by  
REDROW HOMES LIMITED  
acting by

~~Attorney for REDROW HOMES LIMITED~~

H. Davis  
Director

[Signature]  
Director/Company Secretary

Executed as a deed by VANBRUGH )

TRUSTEE LIMITED acting by )

, a director )

In the presence of: )

Witness Signature

Witness Name  
(block capitals)

Witness Address

[Signature]  
Director

ROGER FINE

27 NASH DR

ABINGDON  
OX14 5PT

Executed as a deed by VANBRUGH )

TRUSTEE No. 2 LIMITED acting by )

, a director )

In the presence of: )

Witness Signature

Witness Name  
(block capitals)

Witness Address

[Signature]  
Director

ROGER FINE

27 NASH DR

ABINGDON  
OX14 5PT

Executed as a Deed by Barbara Sybil  
Lucas  
in the presence of:-

*Barbara S. Lucas*

*M. Kummer*

Name *MOIRA KUMMER*  
Address *4 SAUNDERS PLACE*  
*CHALFONT DENE*  
Occupation *SL9 OFF*  
*RETIRED.*

Executed as a Deed by Susan Jane Muir  
acting by  
in the presence of:-

*Susan Jane Muir*

*M. Kummer*

Name *MOIRA KUMMER*  
Address *4 SAUNDERS PLACE*  
*CHALFONT DENE*  
Occupation *SL9 OFF*  
*RETIRED.*

Executed as a Deed by Sally Ann  
Stanbridge  
acting by  
in the presence of:-

*Sally Ann Stanbridge*

*H. Tricker*

Name *HAYDON TRICKER*  
Address *119 ROSE DRIVE, CHESHAM, BUCKS HP8 1RT*  
Occupation *Gardener*