



Registration of a Charge

Company Name: **LEWIS-MANNING HOSPICE CARE**

Company Number: **06278709**



Received for filing in Electronic Format on the: **12/04/2024**

XD0V975S

Details of Charge

Date of creation: **10/04/2024**

Charge code: **0627 8709 0004**

Persons entitled: **TRUSTEES OF TALBOT VILLAGE TRUST INCORPORATED UNDER PART 12 OF THE CHARITIES ACT 2011 (CHARITY REGISTRATION NO 249349)**

Brief description: **56 LONGFLEET ROAD, POOLE BH15 2JD**

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: **LESTER ALDRIDGE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6278709

Charge code: 0627 8709 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th April 2024 and created by LEWIS-MANNING HOSPICE CARE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2024 .

Given at Companies House, Cardiff on 15th April 2024

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**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: DT197984
2	Property: 56 Longfleet Road, Poole BH15 2JD
3	Date: 10 April 2024
4	Borrower: LEWIS-MANNING HOSPICE CARE <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06278709 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: TRUSTEES OF TALBOT VILLAGE TRUST incorporated under Part 12 of the Charities Act 2011 (Charity Registration No 249349) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>c/o Savills (UK) Ltd, Wessex House, Priors Walk, Wimborne, Dorset, BH21 1PB and c/o Lester Aldridge LLP of Russell House, Oxford Road, Bournemouth Dorset BH8 8EX</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>"No disposition of the registered estate (other than a charge) 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 signed by the proprietor for the time being of the of the charge dated the <u>10th</u> day of <u>April</u> 2024 in favour of Trustees of Talbot Village Trust referred to in the charges register or their conveyancer"</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>The definitions and rules of interpretation in this clause apply in this legal mortgage</p> <p>"Loan Agreements" means a loan agreement dated 2 July 2020 made between (1) the Trustees of the Talbot Village Trust ("the Charity Trustees") and (2) the Borrower and a loan agreement of even date made between the Borrower (1) and the Lender (2)</p> <p>"Property" means 56 Longfleet Road, Poole BH15 2JD and registered with the Land Registry under title number DT197984.</p> <p>"Second Property" means 143 Longfleet Road, Poole BH15 2JHS and registered with the Land Registry under title number DT460655.</p> <p>"Properties" mean the Property and the Second Property</p>

respectively

"Secured Liabilities" means the sums secured by the Loan Agreements

9.2 Covenant to pay

The Borrower shall pay to the Lender and discharge the Secured Liabilities when they become due under the terms of the Loan Agreements.

9.3 Covenants by the Borrower

The Borrower hereby covenants with the Lender for so long as the Loan shall remain due and owing:

9.3.1 To notify the Lender as soon as:

- a. the Property and/or the Second Property ceases to be used for the Borrower's charitable purposes; and/or
- b. the Property and/or the Second Property is placed on the market for sale, transfer or assignment; and/or
- c. the Borrower enters into negotiations for the sale, transfer or assignment of the Property and/or the Second Property.

9.3.2 To comply with the following obligations:

- a. to use the funds provided by the Lender under the Loan Agreement of an even date towards the Borrower's purchase of the Second Property;
- b. to keep the Properties and all additions thereto in good repair and condition;
- c. to observe and perform all other covenants and obligations affecting the Properties;
- d. to execute all such works as are or may be directed or required to be executed upon or in respect of the Properties under or pursuant to any Act of Parliament or Byelaw in force at any time;
- e. to procure the insurance of the Properties with an insurance company of repute and in an amount of not less than the full reinstatement value of the Properties from time to time including an additional sum professional fees and to ensure the Lender is noted as a beneficiary under such policy;
- f. to ensure if reasonably requested by the Lender that all sums payable under any such insurance policy shall be expended in making good the damage leading to the

payment thereof;

g. to pay all rates taxes impositions and outgoings of every description which now are or may at any time hereafter be imposed assessed or made payable upon or in respect of the Properties;

h. not to mortgage charge or otherwise encumber the Properties (save for the charge over the Second Property of even date in favour of The Valentine Charitable Trust) without the prior written consent of the Lender;

i. not, without prior written consent of the Lender:

(a) pull down or remove the whole or any part of any building forming part of the Properties nor permit the same to occur; or

(b) make or permit to be made any material alterations to the Properties or sever or remove, or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with the Loan Agreements)

save for the creation of disabled entrance and the alterations contained within the Deed of Variation dated 10 April 2024 pertaining to the Second Property.

9.4 Payment of costs, charges, expenses and other liabilities

The Borrower undertakes with the Lender to pay to the Lender on demand, all proper and reasonable costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) as specified by the Loan Agreements (including all legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at 4% over the base rate from time to time of Lloyds Banking Group;

9.5 Enforcement

The security constituted by this deed shall become immediately enforceable if any of the circumstances set out in clause 9.3 occur. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable as per this clause.

9.6 Charities Act 2011

9.6.1 Two of the Charity Trustees are authorised under the provisions of the Charities Act 2011 Section 260(3)(b) and Section 91(3) to execute this Deed on behalf of the Charity Trustees.

9.6.2 Two of the trustees of The Lewis-Manning Trust are authorised under the provisions of section 333 of the Charities Act 2011 to execute this agreement on behalf of the Lewis-Manning Trust.

9.7 General

9.7.1 The Property is held by the Borrower, a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

9.7.2 The Borrower certifies that they have power under their trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Signed as a Deed on behalf of the trustees
of LEWIS-MANNING HOSPICE CARE by

Jeremy Allin

Signature

one of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011
in the presence of

BEN COBB

Signature

BEN COBB

Name

C/O FRETTE'S LLP, 2 CHRISTCHURCH ROAD,
RINGWOOD, BH24 1DN

Address

SOLICITOR

Occupation

Signed as a Deed on behalf of the trustees
of LEWIS-MANNING HOSPICE CARE by

David McDonald

one of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011
in the presence of

Signature

Name

DAVID McDONALD Charlie
19 BROADWAY C.L. GALLIE

Address

BOURNEMOUTH, BH6 4EE

Occupation

BUSINESS CONSULTANT

1 BARRACK RD
WEYMOUTH
DORSET
DT4 8TZ

Executed as deed by
The Lewis-Manning Trust
acting by a director
Jeremy Allin
in the presence of:

Jeremy Allin

Witness signature:

[Signature]

Witness name: BEN COBB

Witness address: CIO FRETTERS LLP, 2 CHRISTCHURCH
ROAD, RIMWOOD, BH24 1DN

Witness occupation: SOLICITOR -

Signed as a deed on behalf of
**THE TRUSTEES OF
TALBOT VILLAGE TRUST**
by **Nicholas Edmund Anthony
Ashley-Cooper, Earl of Shaftesbury**
and by **Sir Christopher James Lees**
being two of the incorporated trustees
of that body under an
authority conferred pursuant to
section 260(3)(b) of the Charities Act 2011

.....
Nicholas Edmund Anthony Ashley-Cooper
Earl of Shaftesbury



.....
Sir Christopher James Lees

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: DT197984
2	Property: 56 Longfleet Road, Poole BH15 2JD
3	Date: 10 April 2024
4	Borrower: LEWIS-MANNING HOSPICE CARE <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06278709 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: TRUSTEES OF TALBOT VILLAGE TRUST incorporated under Part 12 of the Charities Act 2011 (Charity Registration No 249349) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>c/o Savills (UK) Ltd, Wessex House, Priors Walk, Wimborne, Dorset, BH21 1PB and c/o Lester Aldridge LLP of Russell House, Oxford Road, Bournemouth Dorset BH8 8EX</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>"No disposition of the registered estate (other than a charge) 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 signed by the proprietor for the time being of the of the charge dated the <u>10th</u> day of <u>April</u> 2024 in favour of Trustees of Talbot Village Trust referred to in the charges register or their conveyancer"</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>The definitions and rules of interpretation in this clause apply in this legal mortgage</p> <p>"Loan Agreements" means a loan agreement dated 2 July 2020 made between (1) the Trustees of the Talbot Village Trust ("the Charity Trustees") and (2) the Borrower and a loan agreement of even date made between the Borrower (1) and the Lender (2)</p> <p>"Property" means 56 Longfleet Road, Poole BH15 2JD and registered with the Land Registry under title number DT197984.</p> <p>"Second Property" means 143 Longfleet Road, Poole BH15 2JHS and registered with the Land Registry under title number DT460655.</p> <p>"Properties" mean the Property and the Second Property</p>

respectively

"Secured Liabilities" means the sums secured by the Loan Agreements

9.2 Covenant to pay

The Borrower shall pay to the Lender and discharge the Secured Liabilities when they become due under the terms of the Loan Agreements.

9.3 Covenants by the Borrower

The Borrower hereby covenants with the Lender for so long as the Loan shall remain due and owing:

9.3.1 To notify the Lender as soon as:

- a. the Property and/or the Second Property ceases to be used for the Borrower's charitable purposes; and/or
- b. the Property and/or the Second Property is placed on the market for sale, transfer or assignment; and/or
- c. the Borrower enters into negotiations for the sale, transfer or assignment of the Property and/or the Second Property.

9.3.2 To comply with the following obligations:

- a. to use the funds provided by the Lender under the Loan Agreement of an even date towards the Borrower's purchase of the Second Property;
- b. to keep the Properties and all additions thereto in good repair and condition;
- c. to observe and perform all other covenants and obligations affecting the Properties;
- d. to execute all such works as are or may be directed or required to be executed upon or in respect of the Properties under or pursuant to any Act of Parliament or Byelaw in force at any time;
- e. to procure the insurance of the Properties with an insurance company of repute and in an amount of not less than the full reinstatement value of the Properties from time to time including an additional sum professional fees and to ensure the Lender is noted as a beneficiary under such policy;
- f. to ensure if reasonably requested by the Lender that all sums payable under any such insurance policy shall be expended in making good the damage leading to the

payment thereof;

g. to pay all rates taxes impositions and outgoings of every description which now are or may at any time hereafter be imposed assessed or made payable upon or in respect of the Properties;

h. not to mortgage charge or otherwise encumber the Properties (save for the charge over the Second Property of even date in favour of The Valentine Charitable Trust) without the prior written consent of the Lender;

i. not, without prior written consent of the Lender:

(a) pull down or remove the whole or any part of any building forming part of the Properties nor permit the same to occur; or

(b) make or permit to be made any material alterations to the Properties or sever or remove, or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with the Loan Agreements)

save for the creation of disabled entrance and the alterations contained within the Deed of Variation dated 10 April 2024 pertaining to the Second Property.

9.4 Payment of costs, charges, expenses and other liabilities

The Borrower undertakes with the Lender to pay to the Lender on demand, all proper and reasonable costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) as specified by the Loan Agreements (including all legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at 4% over the base rate from time to time of Lloyds Banking Group;

9.5 Enforcement

The security constituted by this deed shall become immediately enforceable if any of the circumstances set out in clause 9.3 occur. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable as per this clause.

9.6 Charities Act 2011

9.6.1 Two of the Charity Trustees are authorised under the provisions of the Charities Act 2011 Section 260(3)(b) and Section 91(3) to execute this Deed on behalf of the Charity Trustees.

9.6.2 Two of the trustees of The Lewis-Manning Trust are authorised under the provisions of section 333 of the Charities Act 2011 to execute this agreement on behalf of the Lewis-Manning Trust.

9.7 General

9.7.1 The Property is held by the Borrower, a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

9.7.2 The Borrower certifies that they have power under their trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Signed as a Deed on behalf of the trustees
of LEWIS-MANNING HOSPICE CARE by

.....
Signature

one of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011
in the presence of

.....
Signature

.....
Name

.....
Address

.....
Occupation

Signed as a Deed on behalf of the trustees
of LEWIS-MANNING HOSPICE CARE by

.....
one of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011
in the presence of

.....
Signature

.....
Name

.....
Address

.....
Occupation

Executed as deed by
The Lewis-Manning Trust
acting by a director

in the presence of:

Witness signature:

Witness name:

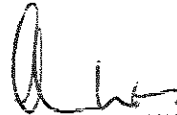
Witness address:

Witness occupation:

Signed as a deed on behalf of
**THE TRUSTEES OF
TALBOT VILLAGE TRUST**
by **Nicholas Edmund Anthony
Ashley-Cooper, Earl of Shaftesbury**
and by **Sir Christopher James Lees**
being two of the incorporated trustees
of that body under an
authority conferred pursuant to
section 260(3)(b) of the Charities Act 2011



.....
Nicholas Edmund Anthony Ashley-Cooper
Earl of Shaftesbury



.....
Sir Christopher James Lees

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.