



Registration of a Charge

Company name: **JS EQUINE MANAGEMENT LIMITED**

Company number: **06510595**



XA0JSEGG

Received for Electronic Filing: **18/03/2021**

Details of Charge

Date of creation: **11/03/2021**

Charge code: **0651 0595 0005**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **MILL FARM MOSS LANE HIGH LEGH KNUTSFORD CHESHIRE WA16 0RF**

Contains fixed charge(s).

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 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: **HILL DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6510595

Charge code: 0651 0595 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2021 and created by JS EQUINE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2021 .

Given at Companies House, Cardiff on 19th March 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**

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

HILL DICKINSON LLP 13.03.2021
HILL DICKINSON LLP

HSBC UK Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the HSBC UK Bank plc Mortgage Deed Conditions (2019 edition). You should sign this Mortgage in front of a witness who should be your solicitor or other legal adviser.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1mco

THIS LEGAL MORTGAGE dated the 11 day of March Two thousand and twenty one

BETWEEN Mortgagor: JS Equine Management Limited Number 06510595 ("you")

and HSBC UK Bank plc ("the Bank") whose address for service for entry on the register is HSBC UK Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY.

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2019 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.
The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property: Freehold property known as Mill Farm Moss Lane High Legh Knutsford Cheshire WA16 0RF registered at HM Land Registry with title number: CH141137 AND CH246952
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in paragraph 4 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. The Debt which is secured on the Property and other assets

2.1 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt") including without limitation:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities owed to the Bank;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by you under paragraph 26 of the Conditions; and
- (f) any amount due under paragraph 36 of the Conditions.

The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

2.2 You covenant with the Bank to pay or discharge the Debt on demand when the Debt becomes due and payable.

Form of Charge Filed at HM Land Registry under reference MD1552B

3. **Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

"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 signed by the proprietor for the time being of the charge dated in favour of HSBC UK Bank plc referred to in the Charges Register".

IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Executed as a deed by the JS Equine Management Limited acting by:

Signature _____ Director

Name in full _____
(Block letters)

(For use by a
Company with
multiple directors
and/or a Company
Secretary)

Signature _____ Director/Company Secretary

Name in full _____
(Block letters)

Executed as deed by the JS Equine Management Limited acting by:

Signature _____ Director

Name in full JOHN ANDREW SHAW
(Block letters)

(For use where one
director is
authorised to sign)

In the presence of: _____
Signature of witness _____ Witness

Full name of witness ALISON BARBARA ASHURST
(Block letters)

Address: _____

Occupation: _____

HSBC UK Bank plc

MORTGAGE DEED CONDITIONS
(2019 edition)

HSBC UK Bank plc
Mortgage Deed Conditions (2019 edition)

You agree that all money at any time payable under any policy must be paid to the Bank, or where it is not paid to the Bank, will be held on trust for the Bank. You agree that you will instruct the Bank to use the money either to:

- (i) make good the insured damage as required to ensure that there is no reduction in the value of the Property; or
- (ii) pay off or reduce the Debt; or
- (iii) a combination of both (i) and (ii).

If you do not give an instruction within a period of one month of a request by the Bank, the Bank may, acting reasonably, elect which of the above options should be adopted. If the Bank receives insurance money, it will hold this money in an account in the joint names of you and the Bank until the Bank receives instructions from you or makes an election in accordance with this paragraph.

- 6 You must notify the Bank as soon as possible following any event leading to, or likely to lead to, a claim on any policy of insurance relating to the Property.

Looking after the Property

- 7 (a) You must put and keep the Property and any plant and machinery on it in good repair and condition.
- (b) You must not neglect the Property nor do, or omit to do, anything else to reduce its value.
- (c) You must not, without the Bank's written consent:
- (i) pull down or remove the whole or any part of any building or remove or detach any fixture or fitting; or
 - (ii) remove or detach any plant or machinery which belongs to, or is used by, you at the Property (except for replacement or repair).
- (d) If you, or anyone else, removes or detaches any fixture, fitting, plant or machinery or, if any is destroyed or damaged, you must immediately replace or repair it with one of the same or better quality where not doing so would reduce the value of the Property.
- (e) Nothing in this paragraph requires you to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage.

Use of the Property

- 8 (a) You must not, without the Bank's written consent:
- (i) carry out any development that requires planning permission from your local planning authority; and/or
 - (ii) make or allow any change of use from the use authorised by the local planning authority for the Property as at the date of the Mortgage.
- (b) You must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with the use authorised by the local planning authority for the Property.
- (c) You must carry on any agricultural use of the Property in accordance with standards of good farming and husbandry current from time to time.

Your other responsibilities

- 9 (a) You must comply with all obligations affecting the Property from time to time.
- (b) You must immediately pay all rent, service and other charges and comply with all obligations under any lease of, or Commonhold Community Statement affecting, the Property.
- (c) You must comply with all statutory and other regulations affecting the Property.
- (d) If the Bank reasonably requires, you must produce evidence sufficient to satisfy the Bank that you have complied with (a), (b) and (c) above.
- (e) If you receive or become aware of any notice or proposal affecting the Property or its neighbourhood:
- (i) you must inform the Bank immediately; and
 - (ii) if the Bank reasonably requires, you must at your own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations.

Inspection and valuation of the Property

- 10 You will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency).

Safeguarding the Bank's security

- 11 (a) You must not, without the Bank's written consent:
- (i) agree to, or give, any licence or tenancy affecting the Property or share possession of it;
 - (ii) exercise the powers of leasing the Property conferred by section 99 of the Act and of surrendering (giving up) leases conferred by section 100 of the Act;
 - (iii) in any way either create, or agree to, or dispose of any interest of any person in the Property;
 - (iv) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, including without limitation relating to any compulsory purchase; or
 - (v) apply for any improvement or other grant or do anything which might result in the Property being subject to a statutory charge.
- (b) You must do everything in your power to prevent:

- (c) to charge reasonable fees (in addition to all expenses incurred) as the Bank may from time to time agree with the receiver.

- 17 The receiver shall apply all money received:
- (a) first, to pay rents, taxes, rates and other outgoings affecting the Assets;
 - (b) second, to pay all annual sums or other payments and the interest on all principal sums having priority to the Debt;
 - (c) third, in paying the receiver's fees and expenses at such rate as may from time to time be agreed between the receiver and the Bank; and
- shall then pay the balance of the money to the Bank. The provisions of section 109 (6) and (8) of the Act, which contain provisions relating to the application of money received, shall be varied accordingly.

Power of Attorney

- 18 You, and if there is more than one of you, each of you, irrevocably, and by way of security, appoint the Bank, and/or each and every receiver appointed by the Bank, jointly and also severally as your attorney. This means the Bank and/or each receiver (or any delegate thereof) can, do anything it may consider necessary or appropriate for, or in connection with:

- (a) the improvement, perfection or protection of the security intended to be created by the Mortgage; or
- (b) the exercise of any of the powers, authorities and discretions conferred under the Mortgage on the Bank and/or any receiver,

such powers shall include without limitation the power:

- (i) to sign and deliver any deed or document which the Bank and/or any receiver may think fit;
- (ii) to exercise any powers and do any act in respect of any of your obligations under the Mortgage; and
- (iii) to:
 - (A) make any payments (whether by way of payment of rent, service and other charges or other money payable under a lease, Commonhold Community Statement or otherwise);
 - (B) effect or renew insurance;
 - (C) carry out works;
 - (D) represent you as a member of any management company or Commonhold Association; or
 - (E) do other things (including entering into any new lease pursuant to an order of the Court) or bring, settle or defend any proceedings (including forfeiture proceedings) in your name and at your expense,

in each case provided that the Bank and/or each receiver is acting reasonably for the purposes related to the Mortgage. The Bank and any receiver can delegate its power of attorney to third parties where reasonable to do so in order to assist in the exercise of its powers.

The Bank's Additional Powers

The Bank has powers of receiver

- 19 At any time after the Mortgage has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under the Mortgage, exercise all the powers of a receiver under the Mortgage.

Buying out prior interests

- 20 If someone else has a prior interest in the Assets, the Bank may, at any time, buy out the interest or have it transferred to the Bank and you will not object to this.

Adjustments to Law of Property Act powers and restrictions

- 21 Unless otherwise stated in the Conditions, the Bank's rights and remedies under the Mortgage are in addition to, and not in substitution for, any given by law.

- 22 The Bank will not release any property it is holding as security until you, or the Borrower, have paid the Bank all the money you or they owe and which is secured by the security. This means that section 93 of the Act, which contains restrictions on consolidating separate mortgages, will not apply to the Mortgage.

Making good your defaults

- 23 (a) If at any time you fail to comply with any of your obligations under the Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure.
- (b) For the purposes of (a) above, the Bank or its agents may (but having no duty or liability to you to do so) enter the Property and if it does so, it shall not be deemed to have gone into possession of the Property.

Items left at the Property

- 31 (a) All money received by the Bank under the Mortgage may, in the Bank's reasonable discretion, be credited to, and held in, a separate account in your name for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.
- (b) Any money credited to an account under paragraph 31(a) above shall earn interest from the date of payment into the suspense account at the following rate or rates:
- (i) If and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges;
 - (ii) If and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, interest at a rate or rates equivalent to the highest interest rate payable by the Bank at the date of payment into the suspense account on its range of savings accounts with instant access as the same may be varied from time to time.
- 32 The Bank may certify or determine the amount of a rate or amount applicable or due under the Mortgage and in relation to the Debt. These certifications and determinations by the Bank shall, in the absence of manifest error, be conclusive evidence of those rates and amounts

Currency Conversion

- 33 The Bank may convert any money received under the Mortgage from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any such conversion shall be made at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.

Restrictions on Recovery by You

- 34 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower.
- Unless the Debt has been paid in full, and until the Bank releases the Mortgage:
- (a) you will not benefit from any rights the Bank may have, or any security (whether by way of mortgage, guarantee or otherwise) the Bank may hold, on account of the Debt;
 - (b) without the Bank's written consent, you will not exercise or enforce (or seek to) any rights which you may have against the Borrower, or any other person, which arise by reason of payment of the Debt;
 - (c) any money or asset which you receive by reason of the rights mentioned in conditions 34(a) and 34(b) above will be held by you on trust for the Bank and will be applied as if the money or asset were received by the Bank under the Mortgage;
 - (d) you hold any security given to you (now or in the future) for giving the Mortgage at the request of the Borrower on trust for the Bank and will comply with the reasonable requests of the Bank relating to the transfer of that security; and
 - (e) you waive any right of set-off you may have now, or at any time in the future, in respect of the Debt. This means that if the Bank owes money to you, you cannot deduct these monies from the amount of the Debt.

Dealings with You, the Borrower and Others

- 35 You agree that the Bank may without releasing or otherwise affecting the Mortgage as security for the Debt:
- (a) give any loan, credit, financial accommodation or other facility ("the Facilities") to any Borrower (whether alone or with any other person) for whom you have given the Mortgage as may be agreed between the Bank and any Borrower. This means that the level of the Debt may increase without your knowledge;
 - (b) extend, increase, renew, determine or otherwise vary the Facilities;
 - (c) take any other security for the Debt (whether by way of mortgage, guarantee or otherwise);
 - (d) make any arrangement in respect of the Debt, or any other security for it, with you, or if there is more than one of you, any of you, any Borrower for whom you have given the Mortgage or any other person (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection or enforcement or otherwise); or
 - (e) do, or not do, anything which might otherwise discharge or affect the Mortgage as security for the Debt.
- You further agree that the Mortgage as security for the Debt will not be affected by any other events or circumstances which, but for these provisions, might otherwise so affect it.

Irregularities in other securities - Incapacity of the Borrower

- 36 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower.
- (a) The Mortgage will not be discharged or otherwise affected as security for the Debt by any invalidity or unenforceability of, or irregularity or defect in, any other security for the Debt (whether by way of mortgage, guarantee or otherwise) which the Bank may hold now, or at any time in the future.
 - (b) You agree, as a separate and primary obligation, to pay to the Bank all loss caused by, or arising from, any legal limitation, disability or lack of capacity or authority affecting the Borrower or any person acting or purporting to act on behalf of the Borrower, regarding the Debt. The Bank will only look to enforce this obligation by realisation of the Assets.

Negligence in realisations

- 43 (a) Where the words "without the Bank's written consent" appear in any paragraph, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
- (i) the Bank's security under the Mortgage or the Bank's ability to enforce the Mortgage;
 - (ii) the value of the Assets or the Bank's ability to sell the Assets;
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of the Mortgage as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any paragraph, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the preservation or protection of the Bank's security under the Mortgage or the value of the Assets; or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification

- 44 (a) If any of the paragraphs (or part of a paragraph) of these Conditions and/or any of the clauses (or part of a clause) of the Legal Mortgage becomes invalid or unenforceable in any way under any law, the validity of the remaining paragraphs or clauses (or part of either) will not be affected.
- (b) If any invalid or unenforceable paragraph or clause mentioned above (or part of either) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect.
- (c) If the Mortgage is unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your obligations under the Mortgage.

Parallel Security

- 45 (a) You may at any time enter into a Parallel Security Document. Entry into and performance of the terms of a Parallel Security Document shall not breach any term of the Mortgage or these Mortgage Deed Conditions.
- (b) You consent to the Bank and HSBC Bank plc entering into priority, intercreditor or other similar arrangements (to which you shall not be party) to regulate the ranking of the security granted by you under the Mortgage and any Parallel Security Document.

