



**Registration of a Charge**

Company name: **MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED**

Company number: **06622231**



X9HNWK22

Received for Electronic Filing: **12/11/2020**

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**Details of Charge**

Date of creation: **05/11/2020**

Charge code: **0662 2231 0158**

Persons entitled: **DORSET COUNCIL**

Brief description: **THE FREEHOLD LAND AT WEST BAY ROAD AND FLOOD LANE, BRIDPORT AND BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER DT362911 SHOWN EDGED RED ON THE PLAN ATTACHED TO THE LEGAL CHARGE.**

**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: **LESTER ALDRIDGE LLP**



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

Company number: 6622231

Charge code: 0662 2231 0158

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2020 and created by MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2020 .

Given at Companies House, Cardiff on 13th November 2020


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

 Draft number: 6  
Last revised: 20.08.2020

**DATED**

5 November

2020

- (1) DORSET COUNCIL
- (2) McCARTHY & STONE RETIREMENT  
LIFESTYLES LIMITED

**LEGAL CHARGE**

of

**Land at West Bay Road and Flood Lane, Bridport**

**Lester Aldridge LLP  
Solicitors**

Real Estate Team  
Russell House  
Oxford Road  
Bournemouth  
Dorset  
BH8 8EX

Tel: 01202 786161  
Fax: 01202 786143

E mail: [info@la-law.com](mailto:info@la-law.com)  
Ref: 6.MXB.MCC.33.2575

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Draft number: 6  
Last revised: 20.08.2020  
THIS LEGAL CHARGE  
BETWEEN:-  
(1) Owner

THIS LEGAL CHARGE is made on

5 November

2020

**BETWEEN:-**

- (1) Owner : **McCARTHY & STONE RETIREMENT LIFESTYLES LIMITED** whose registered office is at 4th floor 100 Holdenhurst Road Bournemouth Dorset BH8 8AQ (company registration number 06622231).
- (2) Chargee : **DORSET COUNCIL** of South Walks House, South Walks Road, Dorchester, Dorset, DT1 1UZ

**BACKGROUND**

- 0.1 By the terms of the Agreement (defined in clause 1.1) the Owner agreed to purchase the Property (defined in clause 1.1) subject to obligations to make payments to the Chargee of deferred consideration.
- 0.2 It was agreed by the parties to the Agreement that this Deed would be executed by the Owner in order to secure payment to the Chargee of the sums agreed to be paid by the Owner under the terms of the Agreement.
- 0.3 The parties intend insofar as such payments can be secured by way of a charge by way of legal mortgage that such payments will be so secured under the terms of this Deed but insofar as they cannot be so secured that they will be secured by way of an equitable charge.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

In this Deed:

- 1.1. the following words and expressions shall have the following meanings unless otherwise stated:

**Act of Insolvency** : any of the following:

- a. the Owner stops or suspends payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b. the Owner commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Owner with one or more other companies or the solvent reconstruction of the Owner;
- c. an order is made for or in connection with the winding up of the Owner other than for the sole purpose of a scheme for a solvent

amalgamation of the Owner with one or more other companies or the solvent reconstruction of the Owner;

- d. an order is made for the appointment of an administrator, a liquidator, compulsory manager or other similar office holder in respect of the Owner or its assets;
- e. the holder of a qualifying floating charge over the assets of the Owner appoints an administrative receiver;
- f. the value of the Owner's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- g. any creditor of the Owner becomes entitled to declare any financial indebtedness due and payable prior to its stated maturity by reason of an event of default (howsoever described);
- h. the Owner is struck off from the Register of Companies; or
- i. the Owner otherwise ceases to exist.

**Agreement**

- : an agreement dated 4 May 2018 for the sale and purchase of the Property made between (1) PSP Dorset LLP and (2) the Owner as varied by a deed of variation dated 1 September 2020 and made between (1) the Chargee (2) the Owner and (3) PSP Dorset LLP.

**Costs**

- : all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Chargee in respect of any breach of the obligations owed to the Chargee under this Deed (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:
  - a. the protection, preservation, realisation and enforcement of this security;
  - b. any breach of the obligations owed to the Chargee under this Deed;
  - c. the collection or recovery of any money owing under this Deed;
  - d. the taking of legal proceedings in respect of any of the above.

**Disposal**

- : a disposition within the meaning of section 27(2) of the Land Registration Act 2002.

- Exempt Disposal** : any of the following:
- a. any disposal or the grant of any easement or wayleave for nominal consideration for the siting of an electricity substation gas governor pumping station road or other similar service facility or the grant of any easements or rights wholly for the benefit of the development of the Property; or
  - b. any disposal of an electric charging station.
- Interest** : interest at 3% above the base rate from time to time of National Westminster Bank plc calculated on a daily basis during the period beginning on the first day on which the relevant sum is due and ending on the date on which the payment is made whether before or after any judgment and compounded on the usual quarter days.
- Plan** : the plan attached to this Deed.
- Principal Sum** : such deferred amount owing to the Chargee by the Owner under the terms of the Agreement.
- Property** : the freehold land at West Bay Road and Flood Lane, Bridport and being part of the land registered at the Land Registry with title absolute under title number DT362911 shown edged red on the Plan.
- Working Day** : any day which is not a Saturday or Sunday Christmas Day Good Friday or a statutory bank holiday.

- 1.2. Obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 1.3. Words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 1.4. Words importing the singular number include the plural and vice versa;
- 1.5. Clause paragraph and schedule headings are not to affect interpretation;
- 1.6. Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant or other person acting on that party's behalf or under that party's control;
- 1.7. Unless the context otherwise requires a reference to a clause or to a Schedule is a reference to the relevant clause in or Schedule to this Deed and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.
- 1.8. Any references to "liability" include where the context allows claims demands proceedings damages loss costs and expenses.

1.9. Any references to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.

1.10. If any provision of this Deed is held to be invalid or unenforceable then such provision will (so far as invalid or unenforceable) be given no effect and is deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

## **2. COVENANT TO PAY**

2.1. The Owner covenants with the Chargee to pay to the Chargee:

2.1.1. the Principal Sum in the manner set out in and pursuant to the terms of the Agreement; and

2.1.2. if the Owner fails to make any payment due under this Deed on the due date for payment, Interest on that sum or the part of it from time to time outstanding; and

2.1.3. all Costs

(together the **Owner's Obligations**).

## **3. CHARGE**

3.1. The Owner, as continuing security for the payment on demand of the Owner's Obligations and with full title guarantee charges the Property to the Chargee by way of a first legal mortgage and a fixed charge over any of the following property of the Owner (whether owned now or in the future):

3.1.1. any other interest in the Property;

3.1.2. all rents receivable from any lease granted of the Property; and

3.1.3. all proceeds of any insurance affecting the Property.

3.2. Insofar as the Owner's Obligations are unable to be secured by way of a charge by way of legal mortgage the Owner with full title guarantee charges the Property by way of equitable mortgage with the payment to the Chargee of the Owner's Obligations.

## **4. RESTRICTIONS**

4.1. Subject to clause 4.2, the Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without a consent in writing signed by the Chargee.

4.2. The covenant at clause 4.1 above shall not apply to any Exempt Disposal (and for the avoidance of doubt, the Owner may make any Exempt Disposal without the Chargee's consent).

4.3. The Owner consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property:



"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Dorset Council or their conveyancer that the provisions of clause 4.1 of a legal charge dated 5 November 2020 <sup>LA</sup> and made between (1) Dorset Council and (2) McCarthy & Stone Retirement Lifestyles Limited have been complied with or that they do not apply to the disposition."

4.4. The Chargee will at its own cost within 10 Working Days of written request send the Owner a proper certificate in satisfaction of the above restriction (to the effect that clause 4.1 does not apply to the disposition) together with a properly executed form DS3 and form RX4 in respect of any part of the Property that is to be subject to an Exempt Disposal.

4.5. On repayment in full of the Owner's Obligations, the Chargee will promptly provide all reasonable assistance to enable the Owner to apply to the Land Registry to remove the restriction.

## 5. FURTHER COVENANTS

5.1. The Owner further covenants with the Chargee:

- 5.1.1. to permit the Chargee to inspect the Property at reasonable times on reasonable written notice and in accordance with the Owner's reasonable requirements;
- 5.1.2. to keep the Property insured on the Owner's block policy for its development sites. In default the Chargee may arrange insurance at the Owner's expense;
- 5.1.3. to hold on trust for the Chargee all proceeds of any insurance against damage to the Property. At the Chargee's option where such option is exercised within one month of such damage, the owner will apply the proceeds to reduce the Owner's Obligations;
- 5.1.4. to comply with all obligations covenants conditions restrictions and stipulations affecting or attaching to the Property (so far as the same are still subsisting and capable of being enforced);
- 5.1.5. duly and punctually pay all rates taxes and outgoings relating to the Property;
- 5.1.6. to comply with all obligations relating to the Property imposed by any present or future statute or any statutory instrument regulation or order made under it or imposed by any statutory public local or other authority and any court of law and any government department; and
- 5.1.7. within 5 Working Days of a written demand to repay to the Chargee all monies costs charges and expenses properly paid or incurred by the Chargee in relation to the enforcement of the security created by this Deed.

## 6. POWER OF SALE ETC.

6.1. The power of sale and leasing conferred by virtue of this Deed is immediately exercisable by the Chargee without notice at any time or times after the happening of any of the following events:

- 6.1.1. the Owner fails to pay the Owner's Obligations when due or is otherwise in breach of its covenants or obligations under this Deed; or
- 6.1.2. an Act of Insolvency occurs.

6.2. Any receiver appointed by the Chargee under the power conferred by virtue of this Deed in respect of the Property has as attorney for the Owner and in addition to any other powers conferred on it full power:

- 6.2.1. to sell the Property on such terms as the receiver thinks fit;
- 6.2.2. to grant options to sell the Property on such terms and in such circumstances as the receiver thinks fit;
- 6.2.3. to grant any lease or tenancy of the Property for such term or terms of years and at such rent or premium and generally on such terms as the receiver thinks fit;
- 6.2.4. to accept the surrender of any lease or tenancy on such terms as the receiver thinks fit;
- 6.2.5. to enter upon and take possession of the Property and to repair decorate alter improve add to or develop it and to complete any development or building on it which may have commenced;
- 6.2.6. to manage carry on or concur in carrying on at the Property any trade or business whatsoever and for that purpose to enter into and perform such contracts and arrangements and incur such obligations as the receiver thinks fit;
- 6.2.7. to compromise or settle any claim or claims relating to the Property and to determine or pay any compensation or any other sums which any tenant or occupier of the Property may be entitled to receive and to apply any compensation received in respect of the Property in or towards repayment of the Owner's Obligations;
- 6.2.8. to employ such persons as the receiver thinks fit for any of the foregoing purposes and to apply for and obtain such approvals permissions consents and licences and to enter into and perform such contracts and arrangements to purchase such materials and to incur such obligations as the receiver thinks fit;
- 6.2.9. to raise or borrow from any person and to secure payment of money (whether or not in priority to repayment of the Owner's Obligations) for any of the foregoing purposes in such manner as the receiver thinks fit; and

6.2.10. to do all such other acts and things as may in the opinion of the receiver be necessary or desirable in connection with any of the foregoing powers.

6.3. All sums expended by the receiver in pursuance of the powers conferred on it by this Deed will on demand be repaid by the Owner and will be paid together with Interest.

6.4. Any receiver appointed in relation to this Deed is the agent of the Owner. The Owner is solely responsible for the receiver's acts defaults and remuneration. The Chargee and the receiver are entitled to be indemnified by the Owner in respect of all liability suffered or incurred directly or indirectly by either of them in the execution of any powers authorities or discretions vested in either or both of them or in respect of any matter or thing done or omitted to be done in relation to the Property.

6.5. Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the execution of this Deed.

## **7. APPLICATION OF PROCEEDS**

The Chargee may apply any payments from the Owner to reduce any of the Owner's Obligations in such manner as it decides and sees fit.

## **8. POWER OF ATTORNEY**

8.1. For as long as any charge created by virtue of this Deed subsists the Owner irrevocably appoints the Chargee (and any person nominated in writing under the hand of any officer of the Chargee including a receiver) to act jointly and severally where appropriate as the attorney of the Owner.

8.2. In the Owner's name and on its behalf and as the act and deed of the Owner the Chargee as such attorney may execute and deliver any deed assurance agreement or instrument or perform any other act which may be necessary or desirable for any of the purposes of this Deed.

## **9. TRUST POWERS**

9.1. The Owner declares that as and when the security created by this Deed is enforceable the Owner will hold the Property (subject to its rights of redemption) upon trust to convey assign or otherwise deal with the Property in such manner and in favour of such person as the Chargee directs.

9.2. Insofar as the Property is charged by way of equitable mortgage the Owner declares that it holds the Property on trust so that the Chargee will have such powers of sale and leasing as the Chargee would have had under a charge by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially.

9.3. The Owner declares that it is lawful for the Chargee by deed to appoint a new trustee or trustees of the Property whether in addition to or in substitution for the Owner as if the Owner wished to be discharged from the trust or in place of any trustee or trustees as if he or they were dead.

## 10. NOTICES

- 10.1. All notices under this Deed must be in writing.
- 10.2. Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand sent by special or recorded delivery or sent by email and served:
- 10.2.1. at its registered office where the receiving party is a company incorporated in the United Kingdom; or
  - 10.2.2. where the receiving party is the Owner at the Property; or
  - 10.2.3. where the receiving party is the Chargee at that party's address shown in this Deed or at an address specified in a notice given by that party to the other; or
  - 10.2.4. if served by email, to all of the following email addresses for the relevant recipient:
    - to the Owner at: [ed.garcia@mccarthyandstone.co.uk](mailto:ed.garcia@mccarthyandstone.co.uk) and [mark.benham@la-law.com](mailto:mark.benham@la-law.com) and [info@la-law.com](mailto:info@la-law.com)
    - to the Chargee at: [SMcGuigan@VWV.CO.UK](mailto:SMcGuigan@VWV.CO.UK) and including in the heading the reference sjm/106299/0031
- 10.3. A notice shall not be sufficiently served if sent by email unless:
- 10.3.1. it is sent to all of the email addresses stated above for the relevant recipient;
  - 10.3.2. the email subject is headed in capitals "NOTICE PURSUANT TO MCCARTHY & STONE BRIDPORT LEGAL CHARGE"; and
  - 10.3.3. hard copies of the email and notice are delivered personally or sent by pre-paid first class post or recorded delivery to the recipient within two Working Days of the date of the email.
- 10.4. Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received.
- 10.5. A notice sent by email is to be treated as served on the day on which it is sent unless the email is sent after 4.00pm or sent on a day that is not a working day in which case service is on the next working day.

## 11. THIRD PARTY RIGHTS

Save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

## 12. LAW

- 12.1. English law governs this deed and the English courts have exclusive jurisdiction.

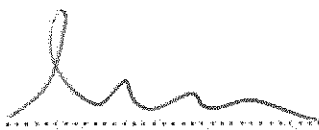
Draft number: 6  
Last revised: 20.08.2020

12.2. For the benefit of the Chargee, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.


**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

Draft number: 6  
Last revised: 20.08.2020

Signed as a deed by Mark Richard Benham as attorney for MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED under a power of attorney dated 13 June 2016

  
.....  
Attorney for McCarthy & Stone Retirement Lifestyles Limited

in the presence of:

  
.....  
Witness

Name of Witness (in block capitals):

FIONA OLIVER.....

Address of Witness:

RUSSELL HOUSE, OXFORD

Occupation of Witness:

ROAD, Bournemouth, BH8 8EX

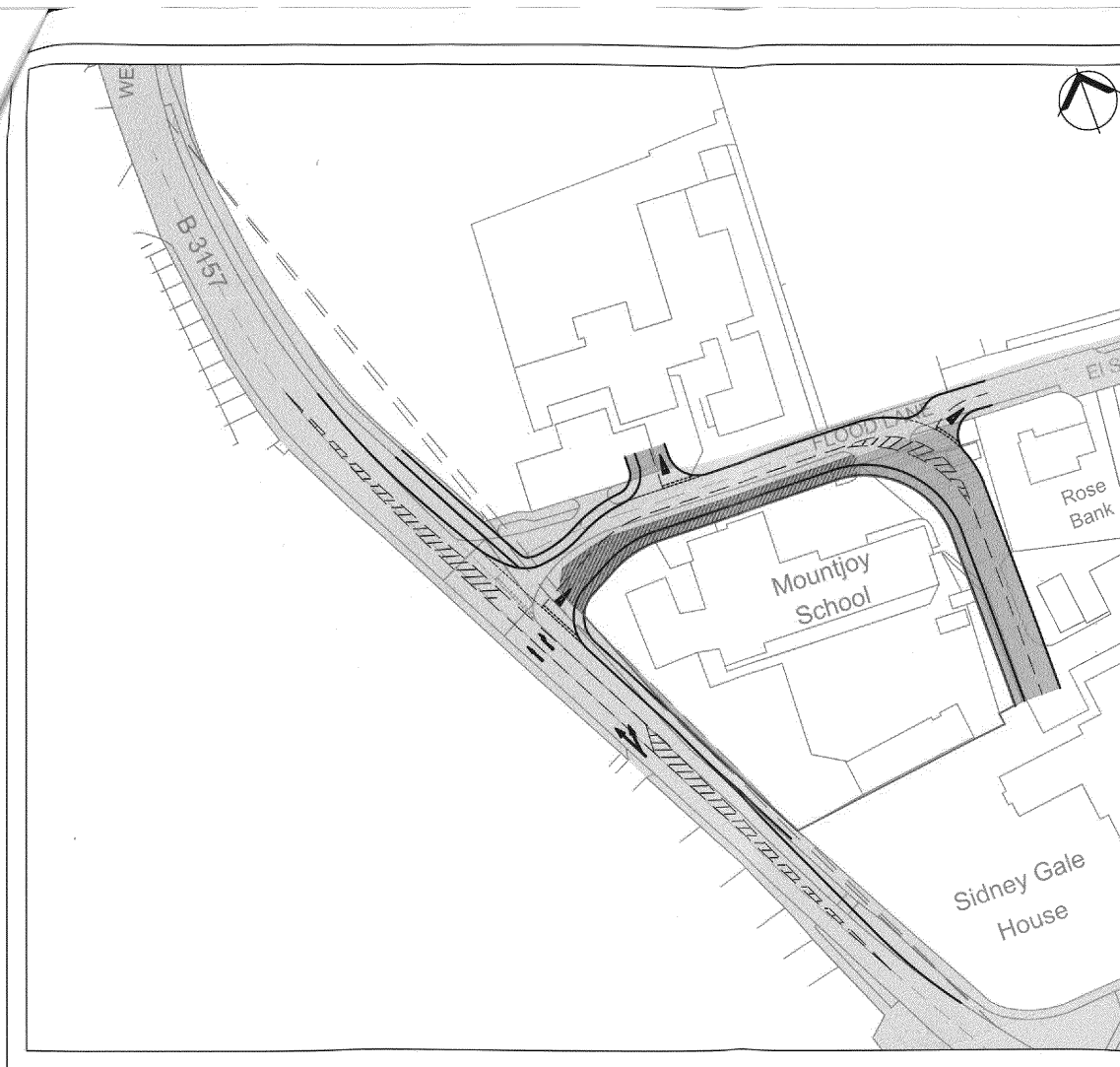
SOLICITOR.....

EXECUTED as a deed by  
by affixing the Common Seal of  
DORSET COUNCIL

in the presence of

.....  
Authorised Signatory








.....  
[Print full name]



Notes:  
1. Based upon the Ordnance Survey's (1:1250) Map with permission of the controller of Her Majesty's Stationary Office, Crown copyright reserved.

2. This drawing is indicative and subject to discussions with local & national highway authorities. This design is also subject to confirmation of land ownership, topography, location of statutory services, traffic flows and traffic modelling.

#### Key

-  Access Road
-  Existing Road
-  2.4m x 120m Visibility Splay
-  4.5m x 120m Visibility Splay
-  Red Line Boundary
-  No Obstruction Between 0.6m & 2.0m In Height (In Accordance With Dorset County Council's Visibility Requirements)
-  Site Access Road

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Client

PSP Dorset LLP

Project

Land off West Bay Road, Bridport

Title

Schedule 3 - Highway Arrangement

Drawn By	Checked By	Approved By
TG	CB	CB
Scale @ A3	NTS	Date
		26/04/2018

Project No.	17-T018	Drawing No.	06	Rev.	-
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\*iceni Projects accept no responsibility for any unauthorised amendments to this drawing. Only iceni Projects drawings can be relied on.