

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument. Use form M

For further information, please
refer to our guidance at:

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original.**



A93PSEQJ
A02 25/04/2020 #60
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 6 6 7 5 9 2 3 ✓

Company name in full ROMAN SOLUTIONS LIMITED ✓

3 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 2 m 0 m 4 y 2 y 0 y 2 y 0 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name CARMARTHENSHIRE COUNTY COUNCIL ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

LAND ON THE WEST SIDE , CHURCH BANK, LLANDOVERY

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Don P. Evans*

DORIAN PRICE EVANS

This form must be signed by a person with an interest in the charge.

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DORIAN PRICE EVANS**

Company name **HUGH WILLIAMS SON & CO**

Address **1 HIGH STREET**

Post town **LLANDOVERY**

County/Region **CARMARTHENSHIRE**

Postcode **S A 2 0 0 P U**

Country

DX

Telephone **01550 721500**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6675923

Charge code: 0667 5923 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2020 and created by ROMAN SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2020.

Given at Companies House, Cardiff on 30th April 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

22nd April

2020

ROMAN SOLUTIONS LIMITED

(1)

and

CARMARTHENSHIRE COUNTY COUNCIL

(2)

DEED OF LEGAL CHARGE

Relating to land on the west side of Church Bank, Llandovery in the
County of Carmarthenshire

HD/EL-0333

LINDA REES-JONES

**Head of Administration and Law
Carmarthenshire County Council
County Hall
Carmarthen**

...is a true copy
of the original
22 April 2020
... Co., Solicitors
...
J. L. ...
...

THIS DEED OF LEGAL CHARGE made on the 22nd day of April
Two Thousand and Twenty

BETWEEN:

(1) **THE MORTGAGOR**

ROMAN SOLUTIONS LIMITED

(Company Registration Number
06675923) whose registered
office is at Number 95 High
Street Gorseinon Swansea in the
City and County of Swansea SA4
4BL

(2) **THE COUNCIL**

CARMARTHENSHIRE COUNTY

COUNCIL of County Hall,
Carmarthen, SA31 1JP

WHEREAS pursuant to the Agreement the Mortgagor has agreed to
execute this Charge in favour of the Council as security for the
liabilities of the Mortgagor to the Council under the Agreement

WITNESSETH as follows:-

1 Definitions and Interpretation

The following expressions shall (unless the context otherwise
requires) have the following definitions and/or interpretations:

- 1.1 "the Agreement" shall mean the Carmarthenshire Rural
Enterprise Fund Agreement made between the Council (1) and
the Mortgagor (2) and having been duly executed by the Council
and the Mortgagor on the twenty seventh day of January Two
Thousand and Twenty and seventeenth day of February Two

Thousand and Twenty respectively whereby the Council agreed to provide to the Mortgagor a grant payment under the Carmarthenshire Rural Enterprise Fund programme subject to the terms and conditions set out therein.

“this Charge” shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise and which shall remain in force for a period of five years from the date of the final grant payment made by the Council to the Mortgagor under the terms of the Agreement.

“LPA 1925” shall mean the Law of Property Act 1925

“the Property” shall have the meaning ascribed to it in the Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

“Secured Obligations” shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Council under or pursuant to the Agreement

1.2 The expression “the Mortgagor” and “the Council” shall have the meanings respectively ascribed to them at the commencement of

this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor

1.3 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all

1.4 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof

1.5 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation

1.6 The singular includes the plural and vice versa and words importing one gender only include all other genders

1.7 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to

permit or suffer such restrictive obligation to be breached by any other person

1.8 This Charge incorporates the Schedule annexed hereto

2 Charge

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Council by way of legal mortgage as security for the payment and discharge of the Secured Obligations

3 Perform Agreement

The Mortgagor hereby covenants with the Council that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

4 Repair

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in its full reinstatement value from time to time to the satisfaction of the Council. The said insurance shall at the option of the Council either be effected in the joint names of the Mortgagor and the Council or in the sole name of the Mortgagor with the interest of the Council being noted on the policy. If the

hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9.3 to sell lease or otherwise dispose of or deal with the Property
- 9.4 to take any proceedings as he shall think in respect of the Property
- 9.5 to conduct any business carried on or in the opinion of the Council or any receiver capable of being carried on in or from the Property
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit
- 9.7 to insure the Property as he shall think fit
- 9.8 to appoint employees managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Council without first appointing a receiver or notwithstanding any appointment

7. **Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

8. **Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Council.

Nothing in this deed is intended to confer any benefit on any person who is not a party to it

9. **Power to Appoint and Powers of Receiver**

At any time after the Council has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Council may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Council. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for its acts and defaults and for the payment of his remuneration costs charges and expenses. Such remuneration shall be at the rate agreed between the Council and the receiver and Section 109(6) of the LPA 1926 is

hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9.3 to sell lease or otherwise dispose of or deal with the Property
- 9.4 to take any proceedings as he shall think in respect of the Property
- 9.5 to conduct any business carried on or in the opinion of the Council or any receiver capable of being carried on in or from the Property
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit
- 9.7 to insure the Property as he shall think fit
- 9.8 to appoint employees managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Council without first appointing a receiver or notwithstanding any appointment

10. Power of Attorney

The Mortgagor hereby irrevocably appoints the Council and any nominee of the Council and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Council or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

11. Protection of Council

11.1 Council's receipts

The Council's obligation to account (whether to the Mortgagor or to any other person) shall be limited to the Council's own actual receipts which the Council must distribute or pay to the person entitled (or who the Council, acting reasonably, believes to be entitled) in accordance with the requirements of this Charge

11.2 Exclusion of liability

11.2.1 The Council will not be liable to the Mortgagor for any expense, loss, liability or damage incurred by the Mortgagor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights

or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

11.2.2 The Mortgagor may not take any proceedings against any officer, employee or agent of the Council in respect of any claim it might have against the Council or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed

11.3 Effect of possession

If the Council or any receiver enters into possession of the Property this will not oblige either the Council or the receiver to account as mortgagee in possession and if at any time the Council enters into possession of the Property it may at any time at its discretion go out of such possession

12. Further Assurance

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

13. **Consolidation**

Section 93 of the LPA 1925 (restricting the Council right of consolidation) shall not apply to this Charge

14. **Notices**

Notices and demands by the Council may be given or served:

- 14.1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service
- 14.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting
- 14.3 by telex facsimile or other electronic means. Service shall be deemed to have been effected upon transmission
- 14.4 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre-paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been effected 24 hours after posting. When sending by facsimile or other electronic means service shall be deemed to have been effected upon transmission

15. Indemnity for Costs etc.

The Mortgagor shall indemnify the Council in respect of all costs and expenses (including without limitation legal costs) incurred by the Council in connection with the preparation execution and perfection of this Charge and any enforcement of the Council's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Council under this Clause shall form part of the Secured Obligations

16. Certification

A certificate by an officer of the Council as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

17. Land Registry Restriction

The Mortgagor requests the Chief Land Registrar to enter a restriction in standard form N on the Register of any registered land hereby charged in the following form:-

"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

Carmarthenshire County Council of County Hall Carmarthen
Carmarthenshire SA31 1JP"

18. Enforcement by Third Parties

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

19. Law and Jurisdiction

This Charge is governed by and shall be construed in accordance with English and Welsh Law

20. Delivery

This Charge is intended to be and is hereby delivered on the date hereof

SCHEDULE

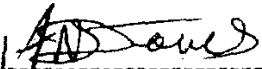
The Property

ALL THAT freehold property being land on the west side of Church Bank Llandovery in the County of Carmarthenshire being the whole of the property registered at the Land Registry under title number WA547015.

EXECUTED AS A DEED by **ROMAN**)


SOLUTIONS LIMITED acting by a)

Director in the presence of)



A N DAVIES

Director

Signature of Witness: 
Name: Reece Carter Smith.

Address: 81 Lynmouth Close, Biddulph,
STB 6LS

Occupation

Ass. Grant Management Accountant