

100 288 / £ 23 .00

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

**MR01****Particulars of a charge**

**Go online to file this information**  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**A fee is be payable with**  
Please see 'How to pay'

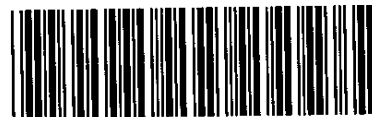
**What this form is for**

You may use this form to register  
a charge created or evidenced by  
an instrument.

**What this form is NOT**

You may not use this for  
register a charge where  
instrument. Use form MF

FRIDAY



\*A9ECSFC\*

A22

02/10/2020

#38

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If 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. This will be scanned and placed on the public record. **Do not send the original.**

**1****Company details**

Company number

0 7 1 1 0 8 8 6

Company name in full

Ashford United Football Club Limited

4

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	d	m	m	y	y	y	y
2	5	0	9	2	0	2	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

Derek Pestridge

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.

### Particulars of a charge

### Brief description

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".

### Brief description

Other charge or fixed security

☐ Yes

### Floating charge

☐ Yes Continue

☒ **No** Go to **Section 7**

☐ Yes

## Negative Pledge

☐ Yes☒ No

### Trustee statement <sup>①</sup>

☐

**Signature**

Signature \_\_\_\_\_

Signature

X

X

06/16 Version 2.1

MR01

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

Keith James Betts

Company name

Robson & Co Ashford

Address

9 North Street

Ashford Kent

Post town

Ashford

County/Region

Kent

Postcode

T

N

2

4

8

L

F

Country

England

DX

Telephone

01233228800



**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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7110886

Charge code: 0711 0886 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2020 and created by ASHFORD UNITED FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2020.

2

Given at Companies House, Cardiff on 13th October 2020

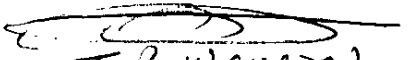


Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

We hereby certify  
this to be a true copy  
of the original

  
J. RUNCIMAN  
25.09.20

### Private Mortgage

#### Legal charge

THIS DEED is made the 25<sup>th</sup> day of September 2020 BETWEEN the Borrower (1) and the Lender (2)

1. In this Deed the singular includes the plural, the obligations of more than one person are joint and several and the following expressions have the following meanings:

‘Borrower’ ASHFORD UNITED FOOTBALL CLUB LIMITED  
(Company No. 07110886) whose registered office is The  
Homelands, Ashford Road, Kingsnorth, Ashford,  
Kent, TN26 1NJ2 (“AUGC”)

‘Lender’ DEREK PESTRIDGE of Fairview, Faversham Road,  
Boughton Aluph, Ashford, Kent, TN25 4PQ

‘Loan’ loan in the sum of £213,435.50 made by the Lender to the  
Borrower and any other monies arising under this Deed by  
whatever means

‘Property’ The Property registered at H M Land Registry under Title  
Number K668098 and K372539 (together Homelands)

‘Interest’ Interest is payable on the outstanding amount until settled in  
full at the rate of 4.5% per annum

2. The Borrower hereby charges by way of Legal Mortgage the Property with repayment of the Loan by the Borrower.

3. The Borrower is required to pay interest at the rate as defined above until the loan is repaid in full. Interest shall be paid as a single amount at the date of the redemption of the charge in addition to the charge itself. The Borrower may repay the loan amount in full at any time after the date of this agreement. Any interest calculated at the date of the repayment of the loan in full shall take account of all payments made each month toward the interest and shall be payable in full at the time of the final repayment. No discharge of this agreement will take place until all capital sums and all interest calculated under this agreement are paid by the Borrower to the Lender in full.


4. The parties to this Deed will at all times execute and do all such documents acts and things as may be necessary or convenient to procure the appropriate registration or entry at the Land Registry to give effect to any transfer of or dealing with the Property required or permitted by this Deed and to protect the estate or interest in or concerning the Property of any party to this Deed and in particular the parties will apply forthwith to the Land Registry for the entry on the Register of a restriction in the following terms:

*Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the charge dated [date] in favour of [lender] referred to in the Charges Register.*

5. If the Borrower shall enter liquidation or go into receivership before the Loan has been redeemed in full the Property may be sold and the Lender be repaid from the net proceeds of sale.

6. The Borrower may not exercise any right of set-off or similar right by reducing the amount of the final repayment of the Loan. Any such right and any right to counterclaim may only be exercised in relation to the Loan.

We hereby certify  
this to be a true copy  
of the original:

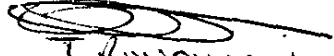
  
J. CONDUAN  
28.09.20

For the purposes of the Law of Property Act 1925, the sums secured by this Deed become due by the 31<sup>st</sup> May 2021, unless the Borrower has repaid them in full or extended the loan in accordance with this agreement.

7. The Borrower promises the Lender:
  - (a) to comply with and perform all restrictive or other covenants and stipulations which at any time affect the Property or the use and enjoyment of the Property
  - (b) to keep all buildings, gates, fences, drains, roads, pathways and other works in good and substantial repair
  - (c) not to make any structural alteration or addition of any kind to the Property without the written consent of the Lender, such consent not to be unreasonable withheld or delayed
  - (d) not to remove from the Property any fixture or fitting except in order to replace it with one of equal or greater value.
8. The Lender must insure the Property against loss or damage by fire and other risks which the Lender may from time to time reasonably require. The insurance will be with the insurers, on the terms and conditions and for the amount that the Lender reasonably requires.
9. The Borrower further promises the Lender:
  - (a) not to carry out any building or other activity on the Property which may be or may involve development within the meaning of the Planning Acts without the written consent of the Lender such consent not to be unreasonable withheld or delayed
  - (b) not to change the use of the Property
  - (c) to comply with the Planning Acts in all respects relating to the Property
  - (d) within 14 days of receiving any notice, order, proposal, application, requirement, consent or receipt given or made by a public or local authority to give full details to the Lender and to inform the Lender of any steps taken or proposed to be taken to comply with any such matter.
  - (e) not to do any act that may render any policy of insurance invalid.
- 10.1 The Lender may at any time enter the Property and inspect its state and condition without becoming liable as a mortgagee in possession.
- 10.2 If the Borrower has failed to comply with any of his promises relating to the use and repair of the Property, the Lender may appoint a Receiver who will be entitled to such reasonable remuneration as the Lender may state in the form of appointment or subsequently in writing, and shall be the Agent of the Borrower, and the Lender or any Receiver appointed by the Lender may enter the Property and carry out such work as is necessary to make good the Borrower's failure without becoming liable as a mortgagee in possession.
- 10.3 In addition to the powers conferred on him by statute the Receiver may without being answerable to the Borrower:
  - (a) make arrangements with and allowances to any existing or former tenant or occupier of the Property
  - (b) bring about the determination or surrender of any tenancy or the recovery of possession of the Property or the enforcement of any obligation owed to the Borrower by any tenant or

occupier.

We hereby certify  
this to be a true copy  
of the original

  
J. KUNCIMAN  
25.09.20

The parties agree that the Borrower is not required to seek or obtain the Lender's consent where the alteration, addition, building, activity or change arises from:

- a statutory or similar requirement or
- a promise on behalf of the Borrower in this agreement and or
- where the need to do so arises in an emergency

11.1 At any time after the Lender has entered into possession of the Property or appointed a Receiver, the Lender may give up possession or remove the Receiver by giving notice in writing to that effect to the Borrower.

12. The Borrower will not without the prior written consent of the Lender transfer the Property subject to the mortgage, such consent not to be unreasonably withheld or delayed.

13.1 The powers given by the Law of Property Act 1925 to a borrower in possession of the mortgaged property to lease, agree to lease and accept a surrender of a lease do not apply to the mortgage.

13.2 The Borrower promises that he will not grant or agree to grant any lease or tenancy of, or licence to occupy, the Property without the written consent of the Lender and will not part with or share possession or occupation of the Property.

14. The Loan shall be repayable in full by the borrower to the lender no later than the 31<sup>st</sup> March 2021 and will become immediately due and payable and the Lender may immediately exercise the power of sale which applies to the mortgage without giving notice to the Borrower at any time after any of the following events has occurred:

- (a) the Borrower becomes insolvent or enters into any arrangement with its creditors
- (b) the Borrower has failed to comply with any of his promises or obligations contained in this Deed
- (c) the Property has been compulsorily purchased or requisitioned
- (d) in the reasonable opinion of the Lender the Property has been damaged or abandoned or has lost value through neglect or mismanagement

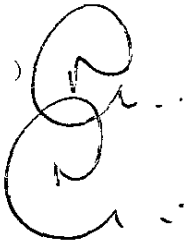
15. At any time after the power of sale has become exercisable the Lender or the Receiver may:

- (a) remove from the Property the Borrower and any tenants, workmen and other persons in possession of the Property without the written consent of the Lender
- (b) accept surrenders and grant leases or tenancies as the Lender or Receiver may in its or his discretion think fit
- (c) carry out such repairs, alterations and additions to, and generally manage the Property as the Lender or the Receiver may in its or his discretion think fit
- (d) as the Borrower's agent and at his expense remove, store, sell or otherwise dispose of or

deal with any furniture or goods which the Borrower refuses or omits to remove from the Property.

16. All reasonable liabilities, costs and expenses of any kind incurred by the Lender or any officer or agent of the Lender in respect of the Property, this Deed, any other security the Lender holds for the payment of the sums which the mortgage secures, the protection or enforcement of the terms of this Deed or such security or the collection of sums due under this Deed or such security must be paid by the Borrower to the Lender on an indemnity basis. These costs include the costs of legal proceedings whether brought by or against the Borrower or any other person.
17. Such liabilities costs expenses and charges are payable by the Borrower to the Lender on demand. They will be added to the Loan from the date of expenditure.
18. The Lender hereby agrees that they will not sell, charge assign or in any other way pass control of this agreement to any other party except in accordance with the terms of this Deed.
19. Any notice or other document to be served by the Lender on the Borrower under this Deed may be served personally or sent by post to his last-known address (or, in the case of the Borrower, to the Property if that is not his last-known address). If it is sent by post, it will be taken to have been duly served 48 hours after it is posted.
20. This charge is governed by and will be construed in accordance with English law and the English courts are to have exclusive jurisdiction to determine any dispute in connection with this charge

Executed as a Deed by ASHFORD  
UNITED FOOTBALL CLUB LIMITED)  
Acting by a Director and its Secretary: )



Director

Secretary

Executed as a Deed by DEREK )  
PESTRIDGE (first charge holder) in the  
Presence of:- )




Signature of Witness:

NAME of Witness MR STEVE HODGES

Address: 1 JABLE CRESCENT, ASHFORD KENT TN23 5LP

Occupation SERVICE MANAGER

We hereby certify  
this to be a true copy  
of the original



J. LONCINAW  
25.09.20