



Registration of a Charge

Company Name: **DIXONS MILK ICES LIMITED**

Company Number: **07545772**



Received for filing in Electronic Format on the: **15/02/2024**

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Details of Charge

Date of creation: **09/02/2024**

Charge code: **0754 5772 0002**

Persons entitled: **GLEN HOWARD PRATT AND ALFA TRUSTEES LIMITED AS TRUSTEES OF THE GHP PENSION SCHEME**

Brief description: **THE FREEHOLD PROPERTY AT 16A AND 18 SWAN LANE, LOCKWOOD, HUDDERSFIELD, HD1 3UB, REGISTERED WITH HM LAND REGISTRY UNDER TITLE NUMBER WYK761768.**

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: **STEPHEN GRAEME NEWMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7545772

Charge code: 0754 5772 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2024 and created by DIXONS MILK ICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2024 .

Given at Companies House, Cardiff on 19th February 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

Signed Ramsdens

Ramsdens Solicitors, Huddersfield HD3 3AL

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

15th February 2024

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: WYK761768
2	Property: 16a and 18 Swan Lane, Lockwood, Huddersfield, HD1 3UB
3	Date: 9th February 2024
4	<p>Borrower: Dixons Milk Ices Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07545772</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Glen Howard Pratt and Alfa Trustees Limited as trustees of the GHP Pension Scheme</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02826804</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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	Lender's intended address(es) for service for entry in the register: Endway House, Endway, Hadleigh, Essex, SS7 2AN
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: 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 <i>9th February</i> 2024 in favour of the GHP Pension Scheme to in the charges register or their conveyancer.
9	Additional provisions 9.1 The following definitions and rules of interpretation apply in this document: Loan Agreement: the Loan Agreement dated <i>19th February 2024</i> and made between the Borrower and the Lender for the provision of the loan facilities secured by this deed. Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan Agreement. 9.1.1 In this deed the definitions defined in the Loan Agreement at clause 1.1 and used in this deed have the meaning set out in the Loan Agreement. 9.1.2 A reference in this deed to a charge over the Property includes: a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time; b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property; c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in

respect of the Property and any monies paid or payable in respect of those covenants; and

d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

9.2 As continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal charge.

9.3 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

9.4 If an Event of Default occurs at any time during the period of the Loan Agreement and the Lender gives notice to the Borrower under clause 12.17 of the Loan Agreement the security constituted by this charge shall be immediately enforceable. After the security constituted by this charge has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

9.5 If the Lender sells the Property and the net proceeds of sale are not sufficient to pay all the sums due to the Lender under the Loan Agreement then the Borrower will pay the shortfall to the Lender until the Secured Liabilities are fully redeemed.

9.6 On the full repayment of all Secured Liabilities the Lender shall take whatever action is necessary to release the Property from the security constituted by this charge.

9.7 The Borrower shall not at any time, except with the prior written consent of the Lender:

(a) create, purport to create or permit to subsist any Security on, or in relation to the Property other than any Security created by this charge;

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or

(c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

9.8 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of the Property or the effectiveness of the security created by this deed.

9.9 The Borrower shall insure and keep insured the Property against:

a) loss or damage by fire or terrorist acts, including any third party liability arising from such acts;

b) other risks, perils and contingencies that would be insured

against by reasonably prudent persons carrying on the same class of business as the Borrower; and

c) any other risk, perils and contingencies as the Lender may reasonably require.

9.10 For the avoidance of doubt, the liability of Alfa Trustees Limited under this document shall be limited to the extent of the assets and funds from time to time held for the said GHP Pension Scheme (registered with HMRC under reference PSTR 00819175RE) and Alfa Trustees Limited contracts as trustee only and shall incur no greater liability than it would otherwise have at law in its capacity as trustee and shall incur no personal liability and the directors and authorised signatories of Alfa Trustees Limited transact without and shall incur no liability whatsoever.

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 Execution


Executed as a deed by
Dixons Milk Ices Limited
Acting by a director,
in the presence of;


Director

Witness signature

Witness name

Witness address



STEPHEN GABRIEL NEWMAN
Ramsdens Solicitors Inc. Baxter Caulfield
Oakley House
1 Hungerford Road
Huddersfield
HD3 3AL

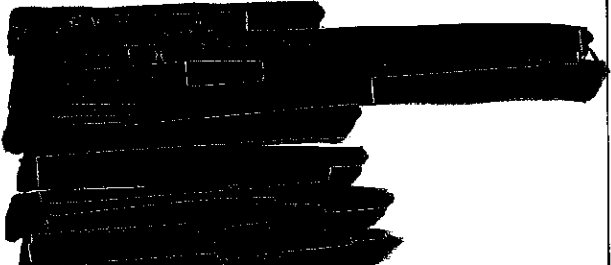
Executed as a deed by
Geln Howard Pratt
In the presence of;

Witness signature

Witness name

Witness address


KRZYSZTOF SOCHACKI



Executed as a deed by
Alfa Trustees Limited
Acting by two authorised signatories:

Authorised signatory name: GIL BAYNES

Signature: 

Authorised signatory name: SHARON PRINGLE

Signature: 

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.

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