

167023 Q65  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
register particulars of a charge for  
company. To do this, please use  
form MG01s

SATURDAY



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\*AB1VQXFJ\*

10/09/2011

184

COMPANIES HOUSE

**1**

**Company details**

Company number

7 5 5 9 5 7 0

Company name in full

Advanced Childcare Services Limited (Company)

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**

**Date of creation of charge**

Date of creation

d0 d7 m0 m9 y2 y0 y1 y1

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A mortgage of policy by policy holder to secure own account entered into between the Company  
and the Bank (as defined in section 5 below) (Mortgage)

**4**

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All sums of money and liabilities which the Company agreed to pay  
and discharge pursuant to the terms of the Mortgage as described in  
paragraph 2 of the Mortgage, as reproduced paragraphs 1 to 3  
below

1 The Company agreed that it will on the date when payment  
or discharge becomes due

(a) pay to the Bank all sums of money which the  
Company may at the date of the Mortgage or at any  
time in the future owe to the Bank, and

(b) discharge all liabilities which the Company may at  
the date of the Mortgage or at any time in the future  
owe to the Bank

continued

**Continuation page**

Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name Clydesdale Bank PLC (trading as Yorkshire Bank) (Bank)

Address 30 St Vincent Place

Glasgow

Postcode G 1 2 H L

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

#### 1 Assignment of the Policy

The Company assigned the Policy to the Bank as security for the payment and discharge of the Secured Obligations and all other sums of money and liabilities owed under the Mortgage, with full title guarantee

#### 2 The Company's obligations in relation to the Policy

The Company confirmed to the Bank that the Policy is valid and in force and the Company agreed that it shall not at any time whilst the Mortgage is in force do, fail to do or allow any other person to do anything which would result in the Policy becoming invalid or unenforceable or which would result in the Bank being unable to receive any monies payable under the Policy

In this form, the following terms shall have the following meaning

**Policy** means the policy or policies of assurance described in Box B of the Mortgage (reproduced in the Schedule below) and includes all monies assured by and all bonuses and other benefits of whatever nature under such policy or policies, and any substituted or replacement policy from time to time obtained by you whether in accordance with the terms of the Mortgage or otherwise

continued

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X Adderham Goldard LLP X

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

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Richard Oman (OMANR/26074-13719)

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

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



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

- 2 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 2 1 of the Mortgage (reproduced above as paragraph 1) shall include
  - (a) sums and liabilities due or owing by the Company alone and/or jointly with any other person,
  - (b) sums and liabilities owed as guarantor, indemnifier or security giver for any other person,
  - (c) sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank,
  - (d) sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank,
  - (e) sums and liabilities owed on current or any other account
- 3 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 2 1 of the Mortgage (reproduced above as paragraph 1) shall also include
  - (a) Interest, and
  - (b) Costs
- 4 All Costs and Interest on Costs from the date they are incurred until they are paid, will be secured by the Mortgage

(The sums and liabilities referred to in paragraphs 1 to 4 above in this section 4 of this form, together the **Secured Obligations**)

In this form, the following terms shall have the following meanings

**Costs** means banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank in exercising its rights under the Mortgage, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time

**Interest** means interest at the applicable rate or rates the Bank agree with the Company from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank

MG01 - continuation page  
Particulars of a mortgage or charge

4	<b>Amount secured</b>	Please give us details of the amount secured by the mortgage or charge
Amount secured		

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6** **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**The Schedule**

**Description of the policy to be mortgaged**

Date of Policy	11 July 2011
Policy number	LO197340353
Assurance office	Scottish Equitable plc (trading as AEGON Scottish Equitable)
Amount assured	£250,000
Amount of premium payable	£178 06
Frequency of Premium Payment	Monthly
Life assured	Shelagh Margaret Rogan



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7559570  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OF POLICY BY  
POLICY HOLDER DATED 7 SEPTEMBER 2011 AND CREATED BY  
ADVANCED CHILDCARE SERVICES LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO CLYDESDALE BANK PLC (TRADING AS YORKSHIRE  
BANK)(BANK) ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 10 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER  
2011**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**