

MR01

Particulars of a charge

000226 / 13



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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

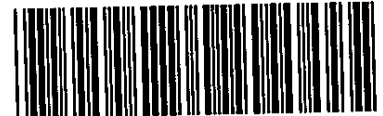
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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 the form is 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



A07

\*A2GCVSD\*  
06/09/2013

#220

COMPANIES HOUSE

FRIDAY

**1** Company details

Company number 7 6 1 7 5 2 9  
Company name in full Creative Education Academies Trust

For official use  
→ **Filing 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 0 2 0 9 2 0 1 3

**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 The English Sports 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

# MR01

## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

The freehold property known as Weavers School, Weavers Road, Wellingborough, NN8 3JQ registered at the Land Registry under title number NN261392, and as edged red on the plan attached to the legal charge dated 2 September 2013

5

### Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01

Particulars of a charge

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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 Veale Washburn Vizard X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Sarah Gerrish

Company name Veale Wasbrough Vizards LLP

Address Orchard Court

Orchard Lane

Post town Bristol

County/Region

Postcode B S 1 5 W S

Country

DX 7831 Bristol

Telephone 0117 925 2020



### 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 £13 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.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)**



**FILE COPY**

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

Company number: 7617529

Charge code: 0761 7529 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2013 and created by CREATIVE EDUCATION ACADEMIES TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2013.

Given at Companies House, Cardiff on 9th September 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

2 September

2013

**(1) THE ENGLISH SPORTS COUNCIL**

**and**

**(2) CREATIVE EDUCATION ACADEMIES TRUST**

---

**FORM OF LEGAL CHARGE**

relating to

Weavers School, Weavers Road, Wellingborough, NN8 3JQ

---

We certify this to be a true copy of the original

Veale Wasbrough Vizards

Veale Wasbrough Vizards  
Orchard Court  
Orchard Lane  
Bristol BS1 5WS



Sport England  
Third Floor, Victoria House  
Bloomsbury Square  
London  
WC1B 4SE

## THE LAND REGISTRY

### LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area	. Wellingborough, Northamptonshire
Title Number	NN261392
Property	Weavers School, Weavers Rd, NN8 3JQ

### PARTICULARS

DATE      2      September      2013

#### 1      **Definitions and Interpretations**

- 1 1      **"Award"**      means the individual award(s) that in total amount(s) to £300,000 granted by the Chargee to the Chargor subject to the terms and conditions contained in the award letter dated 3 of March 2006.
- 1 2      **"Chargee"**      means The English Sports Council  
(Company Registry Number RC000766) of  
Third Floor Victoria House Bloomsbury  
Square London WC1B 4SE
- 1 3.      **"Chargor"**      means the Creative Education Academies  
Trust (company registration number  
7617529) of Clifton Down House, Beaufort

Buildings, Clifton Down, Clifton, Bristol  
BS8 4AN

1 4     **"Funding Agreement"**

an agreement pursuant to Section 1 of the  
Academies Act 2010 made between the  
Secretary of State and the Chargor supplemental  
to a Master Funding Agreement made between  
the same parties, and

(b) any replacement or renewal of such  
agreement between the same parties and in  
substantially the same form, and

(c) any replacement agreement made between  
the Chargor and the Secretary of State for  
Education (or the successor government body  
which assumes his functions for funding  
educational organisations of the Chargor's kind)  
and which provides funding for the Chargor in  
relation to the operation of educational services  
at the Property

1 5     **"Overriding Interest"**

The Secretary of State for Education's restriction  
over the Property

1 6     **"Plan"**

means the plan attached hereto

1 7     **"Property"**

means the freehold property known as  
Weavers School, Weavers Road,  
Wellingborough, NN8 3JQ  
registered at the Land Registry under title



number NN261392, and as edged red on the Plan.

1 8     **"Secretary of State"**     the Secretary of State for Education or such other Minister of the Crown who is the successor to such person and who is party to the Funding Agreement with the Chargor at the relevant time.

1 9.    **"Secured Liabilities"**     means all sums and contingent liabilities now or at any time in the future being or becoming due or owing by the Chargor to the Chargee under the terms and conditions of the Award

## 2       **Covenants by Chargor**

2 1     The Chargor hereby covenants with the Chargee that to the extent that the Chargor is able and permitted under the terms of the Funding Agreement it will pay perform and discharge the Secured Liabilities as and when the same become due.

## 3       **Legal Charge**

3 1     The Chargor with full title guarantee charges to the Chargee the Property by way of legal mortgage with payment or discharge of the Secured Liabilities payable upon demand upon the breach by the Chargor of or under any of the terms and conditions of the Award only

## 4       **Chargee's Powers**

4 1     At any time after the money secured by this Deed has become due and payable and this security has become enforceable the power of sale as

amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property subject to:

4.1.1. the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise,

4.1.2 the written consent of the Secretary of State, and

4.1.3 the terms of the Funding Agreement

4.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) strictly subject to the terms of the Funding Agreement be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property 1925 section 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12).

4.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may exercise any power which a receiver appointed by him could exercise STRICTLY SUBJECT TO the prior written consent of the Secretary of State for Education and the terms of the Funding Agreement

## 5 **Restriction on Title**

5.1 To the extent that the Chargor is able and permitted under the terms of the Funding Agreement and the Overriding Interest the Chargor hereby applies

to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of execution, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect)

5 1 1 "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 ENGLISH SPORTS COUNCIL of Third Floor, Victoria House, Bloomsbury Square, London WC1B 4SE or its conveyancer

5 2 The Chargee accepts that the Overriding Interest takes priority over this Legal Charge and over the restriction set out in 5 1 1 above.

5 3 The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction

## **6 Funding Agreement**

6.1 The parties agree that the Chargor shall not be obliged by any provision of this Legal Charge to take any step which would constitute a breach by the Chargor of the terms of the Funding Agreement and the Chargee covenants not to take or omit to take any step (whether permitted by a term of the Legal Charge or not) that could cause the Chargee to be in breach of the terms of the Funding Agreement.

## **7 Charities Act 2011**

7 1 The Chargor is an exempt charity

Executed as a Deed by affixing the Common Seal  
of THE ENGLISH SPORTS COUNCIL

Chief Executive

Chairman

EXECUTED AS A DEED by  
CREATIVE EDUCATION  
ACADEMIES TRUST acting by

)  
)  
) *David Lunn*

Director

Witness *[Signature]*

Witness Name *LARA VERNARD*

Address *71 CHRISTIAN FIELDS*

Occupation *LONDON SW16 3J4*

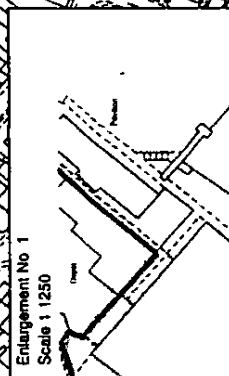
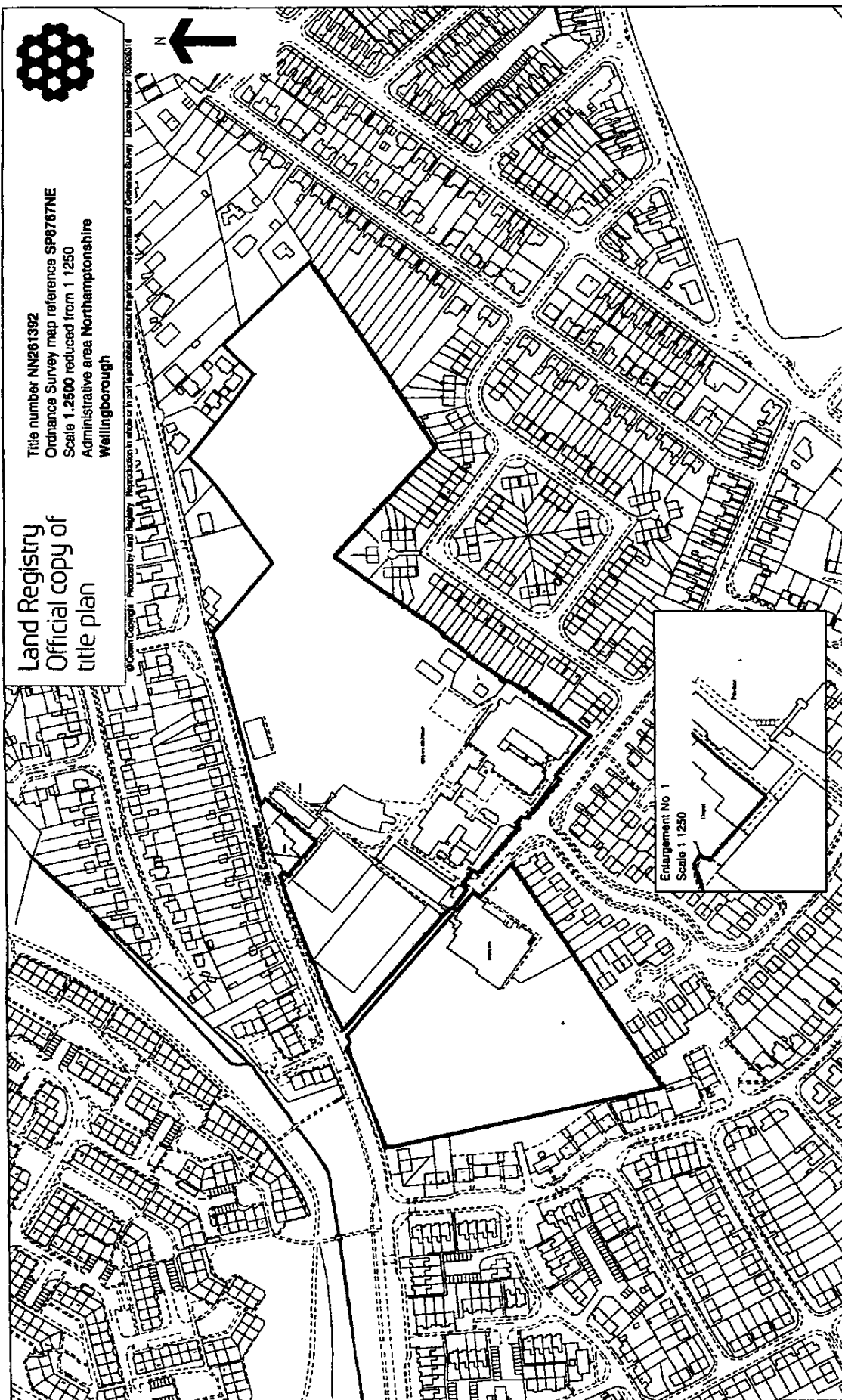
*PROJECT DIRECTOR*



Title number NN261392  
Ordnance Survey map reference SP8767NE  
Scale 1:2500 reduced from 1:1250  
Administrative area Northamptonshire  
Wellingborough

Land Registry  
Official copy of  
title plan

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This official copy issued on 28 March 2013 shows the state of this title plan on 28 March 2013 at 09:38:31. It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 Title Plans and Boundaries.  
This title is dealt with by Land Registry, Leicester Office

DATED

2<sup>nd</sup> September 2013

**(1) THE ENGLISH SPORTS COUNCIL**

**and**

**(2) CREATIVE EDUCATION ACADEMIES TRUST**

---

**FORM OF LEGAL CHARGE**

relating to

Weavers School, Weavers Road, Wellingborough, NN8 3JQ

---

We certify this to be a true copy of the original

*Veale Wasbrough Vizards*

Veale Wasbrough Vizards  
Orchard Court  
Orchard Lane  
Bristol BS1 5WS



Sport England  
Third Floor, Victoria House  
Bloomsbury Square  
London  
WC1B 4SE

## THE LAND REGISTRY

### LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : Wellingborough, Northamptonshire  
Title Number : NN261392  
Property : Weavers School, Weavers Rd, NN8 3JQ

### PARTICULARS

DATE *2<sup>nd</sup> September* 2013

#### 1. Definitions and Interpretations

- 1 1 "Award" : means the individual award(s) that in total amount(s) to £300,000 granted by the Chargee to the Chargor subject to the terms and conditions contained in the award letter dated 3 of March 2006.
- 1 2 "Chargee" : means The English Sports Council (Company Registry Number RC000766) of Third Floor Victoria House Bloomsbury Square London WC1B 4SE
- 1 3. "Chargor" : means the Creative Education Academies Trust (company registration number 7617529) of Clifton Down House, Beaufort

Buildings, Clifton Down, Clifton, Bristol  
BS8 4AN.

**1 4 "Funding Agreement"**

an agreement pursuant to Section 1 of the  
Academies Act 2010 made between the  
Secretary of State and the Chargor  
supplemental to a Master Funding Agreement  
made between the same parties; and

(b) any replacement or renewal of such  
agreement between the same parties and in  
substantially the same form, and

(c) any replacement agreement made between  
the Chargor and the Secretary of State for  
Education (or the successor government body  
which assumes his functions for funding  
educational organisations of the Chargor's kind)  
and which provides funding for the Chargor in  
relation to the operation of educational services  
at the Property

**1 5 "Overriding Interest"**

The Secretary of State for Education's restriction  
over the Property

**1 6 "Plan"**

means the plan attached hereto

**1.7 "Property"**

means the freehold property known as  
Weavers School, Weavers Road,  
Wellingborough, NN8 3JQ  
registered at the Land Registry under title



number NN261392, and as edged red on the Plan

1 8     **"Secretary of State"**

the Secretary of State for Education or such other Minister of the Crown who is the successor to such person and who is party to the Funding Agreement with the Chargor at the relevant time.

1 9     **"Secured Liabilities"**

means all sums and contingent liabilities now or at any time in the future being or becoming due or owing by the Chargor to the Chargee under the terms and conditions of the Award

2       **Covenants by Chargor**

2 1     The Chargor hereby covenants with the Chargee that to the extent that the Chargor is able and permitted under the terms of the Funding Agreement it will pay perform and discharge the Secured Liabilities as and when the same become due

3       **Legal Charge**

3 1.    The Chargor with full title guarantee charges to the Chargee the Property by way of legal mortgage with payment or discharge of the Secured Liabilities payable upon demand upon the breach by the Chargor of or under any of the terms and conditions of the Award only

4       **Chargee's Powers**

4 1.    At any time after the money secured by this Deed has become due and payable and this security has become enforceable the power of sale as

amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property subject to:

4 1 1 the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise,

4 1 2 the written consent of the Secretary of State, and

4 1 3 the terms of the Funding Agreement

4 2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) strictly subject to the terms of the Funding Agreement be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property 1925 section 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)

4.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may exercise any power which a receiver appointed by him could exercise STRICTLY SUBJECT TO the prior written consent of the Secretary of State for Education and the terms of the Funding Agreement

## 5 **Restriction on Title**

5 1 To the extent that the Chargor is able and permitted under the terms of the Funding Agreement and the Overriding Interest the Chargor hereby applies

to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of execution, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect)

5 1.1 "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 ENGLISH SPORTS COUNCIL of Third Floor, Victoria House, Bloomsbury Square, London WC1B 4SE or its conveyancer

5 2 The Chargee accepts that the Overriding Interest takes priority over this Legal Charge and over the restriction set out in 5.1 1 above

5 3 The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction

## **6 Funding Agreement**

6 1 The parties agree that the Chargor shall not be obliged by any provision of this Legal Charge to take any step which would constitute a breach by the Chargor of the terms of the Funding Agreement and the Chargee covenants not to take or omit to take any step (whether permitted by a term of the Legal Charge or not) that could cause the Chargee to be in breach of the terms of the Funding Agreement

## **7. Charities Act 2011**

7 1 The Chargor is an exempt charity

**Executed as a Deed by affixing the Common Seal  
of THE ENGLISH SPORTS COUNCIL**

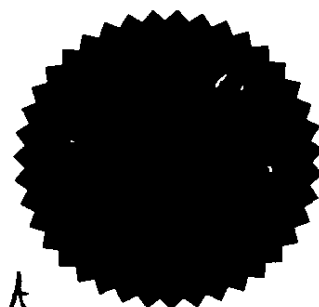
Chief Executive

*[Signature]*

Chairman

Board Member

*S. Stewart*



**EXECUTED AS A DEED by  
CREATIVE EDUCATION  
ACADEMIES TRUST** acting by

)

)

)

Director

Witness

Witness Name

Address

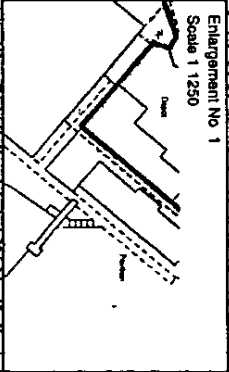
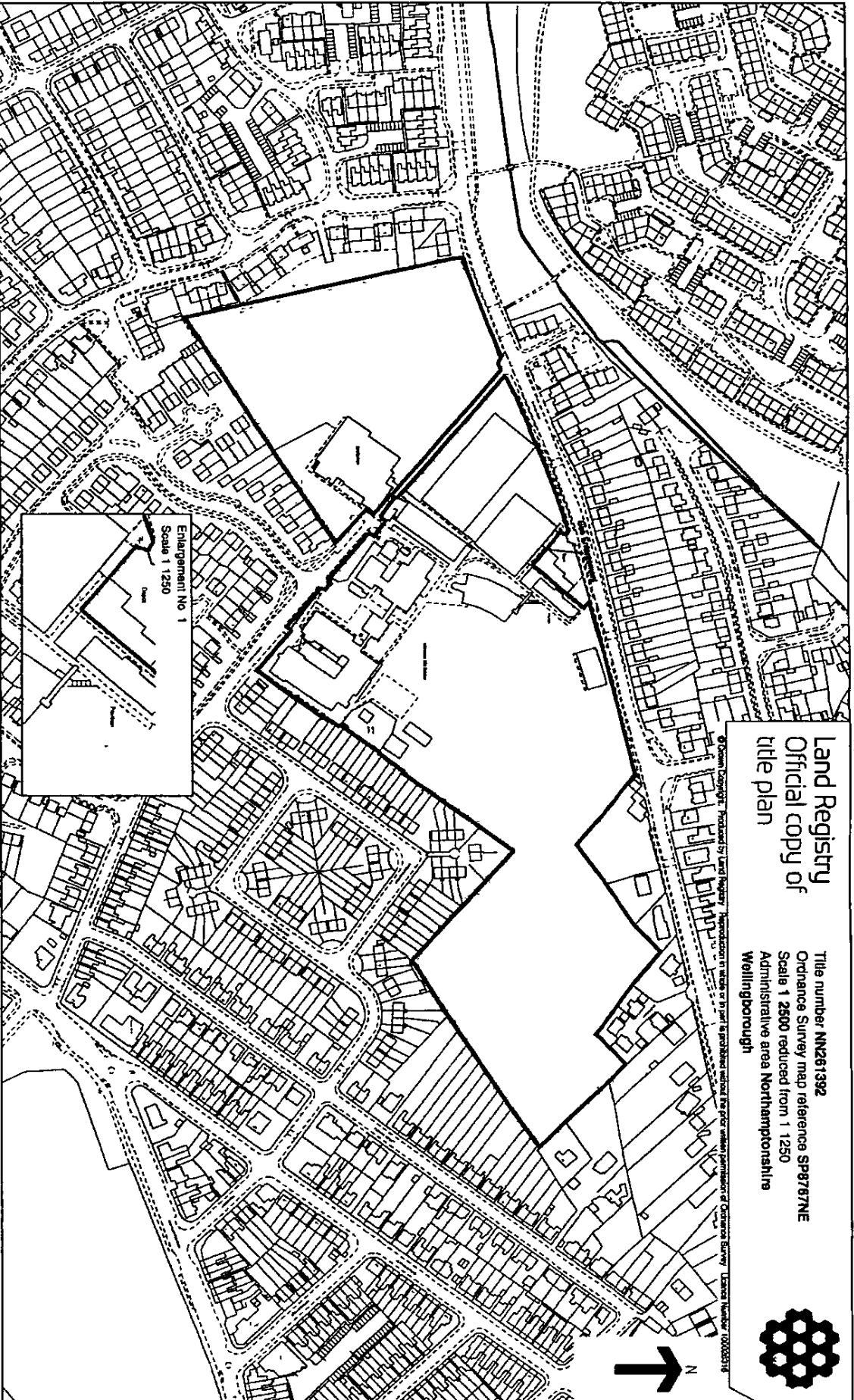
Occupation



**Land Registry**  
**Official copy of**  
**title plan**

Title number **NN261392**  
Ordnance Survey map reference **SP876/7NE**  
Scale **1:2500** reduced from **1:1250**  
Administrative area **Northamptonshire**  
**Wellingborough**

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