

108694/23

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

# MR01

## Particulars of a charge



Companies House



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

A fee is be 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 there is no  
instrument. Use form M

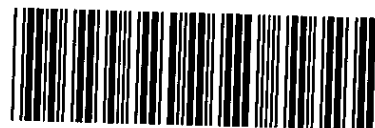
For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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 acc  
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.**

TUESDAY



A20 \*A87VA377\*  
18/06/2019 #175  
COMPANIES HOUSE

### 1 Company details

Company number 0 7 6 3 3 6 9 4

Company name in full Greenshaw Learning Trust

For official use  
0001

→ **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 3 d 1 m 0 m 5 y 2 y 0 y 1 y 9

### 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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### 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

The freehold property known as Beaufort Community School, Windsor Drive, Tuffley, Gloucester registered at the Land Registry under title number GR372777.

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<sup>1</sup>

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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### Signature

Please sign the form here.

Signature

Signature

X

Stone King LLP

X

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

# 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  
Joanne Burton

Company name  
Stone King LLP

Address  
13 Queen Square

Post town  
Bath

County/Region  
Avon

Postcode  
B A 1 2 H J

Country  
United Kingdom

DX  
8001 Bath

Telephone  
01225 326743



### 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: 7633694

Charge code: 0763 3694 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2019 and created by GREENSHAW LEARNING TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2019.

(DX)

Given at Companies House, Cardiff on 25th June 2019



**Companies House**



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

DATED

31 May

2019

(1) THE ENGLISH SPORTS COUNCIL

and

(2) GREENSHAW LEARNING TRUST

---

**FORM OF LEGAL CHARGE**

relating to

Beaufort Community School,  
Windsor Drive, Tuffley, Gloucester

---

I certify this to be a complete, exact and true  
copy of the original document

Date: 12/6/19

PRINT NAME: C. LANGLOU

Signed: *Clayton*

Stone King LLP  
Registered Office at: BA1 2HJ



Sport England  
First Floor  
21 Bloomsbury Street  
London, WC1B 3HF

## THE LAND REGISTRY

### LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : Gloucester  
Title Number : GR372777  
Property : Beaufort Community School,  
Windsor Drive, Tuffley, Gloucester

### PARTICULARS

DATE 31 May 2019

#### 1. Definitions and Interpretations

- 1.1. "Award" : means the individual award(s) that in total amount(s) to £219,000 granted by the Chargee to the Chargor subject to the terms and conditions contained in the in the Lottery Funding Agreement dated 11 July 2013 and made between (1) The Chargee and (2) the Governing Body of Beaufort Community School
- 1.2. "Chargee" : means The English Sports Council (Company Registry Number RC000766) of First Floor, 21 Bloomsbury Street, London, WC1B 3HF.

- 1.3. **"Chargor"** : means Greenshaw Learning Trust  
(company registration number 07633694) of  
Grennell Road, Sutton, Surrey, England, SM1  
3DY.
- 1.4. **"Plan"** means the plan attached hereto.
- 1.5. **"Property"** : means the freehold property known as  
Beaufort Community School, Windsor  
Drive, Tuffley, Gloucester  
registered at the Land Registry under title  
number GR372777 and as shaded pink on  
the Plan.
- 1.6. **"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 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.
4. **Chargee's Powers**

- 4.1. Section 103 of the Law of Property Act 1925 shall not apply to this security.
- 4.2. 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 without the restrictions contained in that Act as to the giving of notice or otherwise.
- 4.3. The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit.
- 4.4. 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 after the security has become enforceable (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) 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).
- 4.5. At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by him could exercise.

5. **Restriction on Title**

5.1. The Chargor hereby applies to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of receipt of the certificate of registration issued by Companies House in accordance with clause 6 of this Deed, 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 that part of the registered estate shown shaded pink on the Title plan by the proprietor of the registered estate is to be registered without a written consent signed by the English Sports Council of 21 Bloomsbury Street, London WC1B 3HF, or their conveyancer.”

5.2. The Chargor shall deliver to the Chargee an official copy of such title *showing registration of the restriction.*

## 6. **Companies House**

6.1. The Chargor hereby applies to the Registrar of Companies at Companies House for registration of this Deed to be entered on the register of charges within 21 days of execution. The Chargor shall deliver to the Chargee the certificate of registration showing the registration of the Deed.

## 7. **Charities Act 2011**

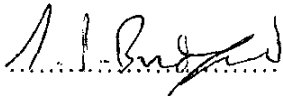
The land charged is held by Greenshaw Learning Trust, an exempt charity.

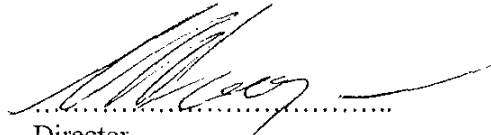
**Executed as a Deed** by affixing the Common Seal  
of **THE ENGLISH SPORTS COUNCIL**

Authorised Signatory

Authorised Signatory

Executed as a Deed by  
GREENSHAW LEARNING TRUST  
acting by a Director in the presence of

  
.....

  
.....  
Director

Witness Signature

STEVE BRADBURY

Witness Name

GREENELL ROAD, SUTTON SM1 3DY

Witness Address

Witness Occupation Director of Resources

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

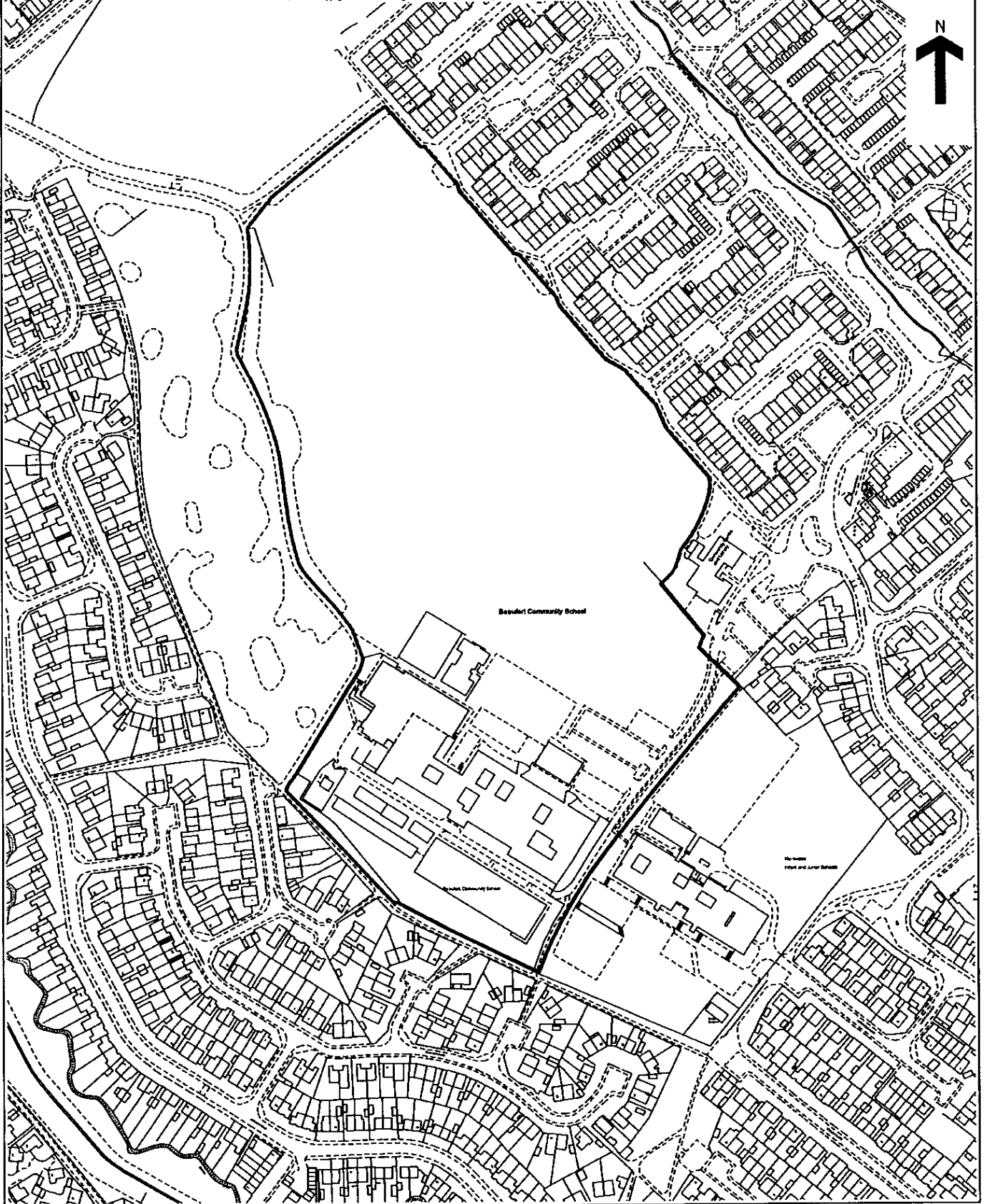
This official copy is issued on 16 April 2019 shows the state of this title plan on 16 April 2019 at 17:30:40. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Gloucester Office .

HM Land Registry  
Official copy of  
title plan

Title number GR372777  
Ordnance Survey map reference SO8114NE  
Scale 1:2500  
Administrative area Gloucestershire : Gloucester



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*MW007*

DATED

31 May

2019

**(1) THE ENGLISH SPORTS COUNCIL**

**and**

**(2) GREENSHAW LEARNING TRUST**

---

**FORM OF LEGAL CHARGE**

relating to

Beaufort Community School,  
Windsor Drive, Tuffley, Gloucester

---

I certify this to be a complete, exact and true  
copy of the original document

Date: 12/6/19

PRINT NAME: C. LANGLOIS

Signed: *claylin*

Stone King LLP  
Registered Office at: BA1 2HJ



Sport England  
First Floor  
21 Bloomsbury Street  
London, WC1B 3HF

**THE LAND REGISTRY**

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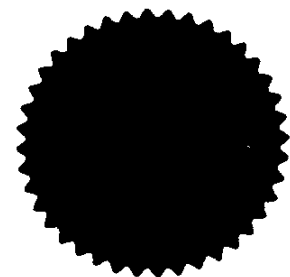
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**Executed as a Deed** by affixing the Common Seal  
**of THE ENGLISH SPORTS COUNCIL**



Authorised Signatory

Authorised Signatory



HM Land Registry  
Official copy of  
title plan

Title number GR372777  
Ordnance Survey map reference SO8114NE  
Scale 1:2500  
Administrative area Gloucestershire : Gloucester



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