



Registration of a Charge

Company Name: **CURO ENTERPRISE LIMITED**

Company Number: **08103621**



Received for filing in Electronic Format on the: **21/09/2022**

XBD1F22Y

Details of Charge

Date of creation: **16/09/2022**

Charge code: **0810 3621 0004**

Persons entitled: **HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)**

Brief description: **THE PROPERTY KNOWN AS PHASE 4 LOCKING PARKLANDS, WESTON-SUPER-MARE COMPRISING PART OF TITLE NUMBER ST205071 AND SHOWN COLOURED PEACH ON THE PLAN ATTACHED TO THIS LEGAL CHARGE**

Contains fixed charge(s).

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: **BROWNE JACOBSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8103621

Charge code: 0810 3621 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2022 and created by CURO ENTERPRISE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2022 .

Given at Companies House, Cardiff on 22nd September 2022

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**



Homes England

Homes England's standard Legal Charge securing deferred payments and/or overage

Legal Charge in respect of Phase 4 Locking Parklands

Dated 16 September 2022

Curo Enterprise Limited
(Developer)

Homes and Communities Agency (trading as **Homes England**)
(Homes England)

CAUTION – If given by a company this charge MUST be registered at Companies House within 21 days of completion.

Homes England
One Friargate
Coventry
CV1 2GN

Legal Charge

Dated

Between

- (1) **CURO ENTERPRISE LIMITED** (company number 08103621 whose registered office is at The Maltings, River Place, Lower Bristol Road, Bath, BA2 1EP (**Developer**); and
- (2) **Homes and Communities Agency** (trading as **Homes England**) of One Friargate, Coventry CV1 2GN (hereinafter called **Homes England**).

1 Definitions

In this Legal Charge the following definitions apply:

Property means the freehold property described in the Schedule.

Sale Agreement means a sale and purchase agreement for the Property dated 3 August 2021 made between (1) Homes and Communities Agency (trading as Homes England) and (2) the Developer (3) St. Modwen Developments Limited and (4) Locking Parklands Community Interest Company

2 Interpretation

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction.
- 2.3 References to Homes England shall include its successors and assigns (including statutory successors).

3 Legal Charge

The Developer with full title guarantee charges the Property by way of legal mortgage with payment to Homes England of all money becoming due to Homes England under clause 5.1(b) of the Sale Agreement.

4 Payment covenants

The Developer covenants with Homes England to pay to Homes England:

- (a) all sums becoming due under the Sale Agreement;
- (b) on demand all proper and reasonable costs and expenses incurred by Homes England in connection with the actual or intended exercise of any power of Homes England under this Legal Charge.

5 Developer's other covenants

The Developer covenants with Homes England:

- (a) to keep the Property and all additions in good repair to maintain the decorations in good order and to keep the gardens in a proper state of cultivation having regard to its status as a development site;
- (b) to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual householders policy of the nominated office (if any) or otherwise as reasonably required by Homes England and in an amount at least equal to the full value thereof and to note Homes England's interest on such policy;
- (c) to lodge a copy of the policy of insurance with Homes England and promptly to forward any later endorsements to Homes England and to produce to Homes England within 14 days of each renewal date the premium receipt or other proof of payment;
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of Homes England in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge;
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- (f) to use the Property for residential purposes only and to comply with all statutory requirements affecting the Property;
- (g) to forward to Homes England a copy of any notice affecting the Property received from any public or statutory authority or from the owner or occupier of any neighbouring premises;
- (h) to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify Homes England against any damage loss or liability arising from breach or non-performance thereof;
- (i) to permit Homes England and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property;
- (j) not to sell, lease, licence or otherwise dispose of the Property.

6 Homes England's default powers

Homes England shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of the Developer and the costs and expenses in respect of any such action shall be repayable to Homes England and shall become due upon the amount thereof being notified to the Developer in writing.

7 Power of sale

The power of sale and all other statutory powers vested in Homes England (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with Homes England for value arise upon the date of this Legal Charge and shall become exercisable by Homes England without notice to the Developer immediately on the happening of any one or more of the following events:

- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge or the Sale Agreement;
- (b) if a distress or execution is levied or issued against any property of the Developer or any steps are taken by any person to enforce any rights in respect of the same; or
- (c) if the Developer enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors.

8 Consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

9 Security power of attorney

The Developer by way of security to secure the proprietary interest in and the performance of, obligations owed to Homes England irrevocably appoints Homes England and any receiver severally to be the attorney or attorneys of the Developer and in the Developer's name and otherwise on the Developer's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on Homes England and/or any receiver and (ii) any obligation imposed on the Developer whether pursuant to this Legal Charge or by law.

10 Restriction

The Developer agrees to the registration at the Land Registry against the registered title of the Property of a restriction in the following terms:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16 September 2022 in favour of Homes and Communities Agency (trading as Homes England) of One Friargate, Coventry CV1 2GN referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer.

11 Third parties

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this document has been executed as a Deed by the parties hereto but is not intended to have legal affect until it has been unconditionally delivered and dated.

Schedule

The Property known as Phase 4 Locking Parklands, Weston-Super-Mare comprising part of title number ST205071 and shown coloured peach on the plan attached to this Legal Charge



Project: Locking Standards Phase 4
Drawing: Legal Charge Plan

Client:	Case Group	Drawn:	24.05.21
Drawn by:	CCG	Checked:	MS
Author:	MS	Scale:	1:500 N.A.L.
Status:	PRELIMINARY	Office:	Portland
Carted:			

Rev	Description	Date	By	Ch
1	Final drawing	24.05.21	MS	MS
2	Revised drawing	24.05.21	MS	MS
3	Revised drawing	24.05.21	MS	MS
4	Revised drawing	24.05.21	MS	MS
5	Revised drawing	24.05.21	MS	MS
6	Revised drawing	24.05.21	MS	MS
7	Revised drawing	24.05.21	MS	MS
8	Revised drawing	24.05.21	MS	MS
9	Revised drawing	24.05.21	MS	MS
10	Revised drawing	24.05.21	MS	MS

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ACCOMMODATION SCHEDULE

Room Type	No. of Rooms	Area (sqm)	Total Area (sqm)
1st CLASSIFICATION	20	27.2	544
2nd CLASSIFICATION	20	70.9	1418
3rd CLASSIFICATION	20	154	3080
4th CLASSIFICATION	20	97.5	1950
5th CLASSIFICATION	20	54.8	1096
6th CLASSIFICATION	20	50.7	1014
7th CLASSIFICATION	20	127.5	2550
8th CLASSIFICATION	20	129.9	2598
9th CLASSIFICATION	20	141.0	2820
10th CLASSIFICATION	20	175.0	3500
TOTALS	200	1162.8	23256

EXECUTED AS A DEED by
CURO ENTERPRISE LIMITED
Acting by its attorney ..

KATHERINE GULLON

in the presence of:

Signature of witness 

Name (in BLOCK CAPITALS) *O. BIRD*

Address

Occupation *GOVERNMENT ANT.*

Curo
River Place
Lower Bristol Road
Bath
BA2 1EP

THE COMMON SEAL of)
HOMES AND COMMUNITIES AGENCY)
was hereunto affixed in the presence of :-)

Authorised Signatory

EXECUTED AS A DEED by
CURO ENTERPRISE LIMITED
Acting by its attorney

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation.....

THE COMMON SEAL of
HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of :-

)
)
)



Authorised Signatory

M Harris

