



Registration of a Charge

Company name: **CHILDREN OF SUCCESS SCHOOLS TRUST**

Company number: **08438964**



X2Z4FYK3

Received for Electronic Filing: **08/01/2014**

Details of Charge

Date of creation: **06/01/2014**

Charge code: **0843 8964 0001**

Persons entitled: **BARNARDO'S**

Brief description: **59 GLADESIDE ROAD WYTHENSHAW M22 9QY**

Notification of addition to or amendment of charge.

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRISTINE GARDINER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8438964

Charge code: 0843 8964 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2014 and created by CHILDREN OF SUCCESS SCHOOLS TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2014 .

Given at Companies House, Cardiff on 8th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 10th January 2013

(1) BARNARDO'S

(2) CHILDREN OF SUCCESS SCHOOLS TRUST

Legal charge

in relation to premises at

59 GLADESIDE ROAD, WYTHENSHAW, M22 9QY

THIS LEGAL CHARGE is dated 6th January 2014
and made BETWEEN:

- (1) BARNARDO'S (Co No 00061625) whose registered office is Tanners Lane Barkingside Ilford Essex IG6 1QG ("Lender"); and
- (2) CHILDREN OF SUCCESS SCHOOLS TRUST (Co No: 08438964) whose registered office is Haveley Hey Community School Nearbrook Road Benchill Manchester M22 9NS (the "Mortgagor").

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in the Facility Agreement.

1.2 Definitions

In this Charge:

Agreement means a sale agreement between the Lender (1) and the Mortgagor (2) relating to a loan or loans made by the Lender to the Mortgagor to fund the purchase of the Property;

Charge means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge;

Charged Property means the Property, and rights in connection with it charged to the Lender by this Charge and includes any part thereof or interest therein;

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment;

Expenses means all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may charge or incur in relation to the Mortgagor or this Charge in relation to the Charged Property and a breach or breaches of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis;

Full Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;

Limited Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

Property means the freehold property referred to in the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

Secured Liabilities means the sum of £130,000 as specified in the Agreement together with interest and including but without limitation all Expenses so that interest shall be calculated in accordance with the Agreement from time to time as well after as before judgment.

2. INTERPRETATION

In this Charge:

2.1 The expressions **Mortgagor** and **Lender** where the context admits, include their respective successors in title and assigns;

2.2 If two or more persons are included in the expression **Mortgagor** then the use in this Charge of the word **Mortgagor** shall be deemed to refer to such persons both together and separately and all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them;

2.3 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;

2.4 Words importing the singular are to include the plural and vice versa.

2.5 Any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

3. COVENANT TO PAY

The Mortgagor covenant to pay and discharge to the Lender the Secured Liabilities in respect of the Deferred Consideration as defined in the Agreement of even date herewith made between the Mortgagor (1) and the Lender (2)

4. SECURITY

4.1 The Mortgagor charges the Property by way of legal mortgage to the Lender with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities.

4.2 The Mortgagor hereby assign absolutely to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Mortgagor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.

4.3 The Mortgagor shall promptly on demand and at their own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Lender may reasonably require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender.

5. RESTRICTIONS

5.1 The Mortgagor shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld):

5.1.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;

5.1.2 sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing;

5.1.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

5.2 The Mortgagor may not assign or transfer any of their obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.

6. COVENANTS BY THE MORTGAGOR

6.1 The Mortgagor covenant with the Lender at all times during the continuance of this security:

6.1.1 **Repair** To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Lender free access at all reasonable times and upon reasonable prior written notice to view the state and condition of the Property.

6.1.2 **Insurance** To keep the Charged Property insured for their full replacement value with the Lender's interest noted on the policy, and the Mortgagor shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.

6.1.3 **Proceeds** To apply any insurance proceeds in making good the loss or damage to the Charged Property if reasonably practicable and if planning consent is available.

6.1.4 **Alterations** Not without the previous written consent of the Lender (not to be unreasonably withheld or delayed) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or structural alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

6.1.5 **Failure to Comply** If the Mortgagor shall fail to comply with any of the obligations under clause 6.1 then the Lender may enter upon the Property and repair or insure the Charged Property or take such other steps as the Lender (acting reasonably) considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement.

7. ENFORCEMENT

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the Secured Liabilities provided such payment is so made within 10 working days of its due date) or after any breach by the Mortgagor of any of the provisions of this Charge.

8. APPOINTMENT AND POWERS OF RECEIVER

8.1 At any time after this charge has become enforceable or if requested by the Mortgagor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

8.2 The Lender may from time to time determine the remuneration of the Receiver which shall be a reasonable remuneration and may remove the Receiver and appoint another in his place.

8.3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:

8.3.1 to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;

8.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;

8.3.3 to borrow moneys at reasonable and competitive rates from the Lender or others on the security of the Charged Property for the purpose of exercising any of his powers;

8.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;

8.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;

8.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;

8.3.7 to make and effect all repairs and improvements;

8.3.8 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;

8.3.9 to purchase when necessary materials, tools, equipment, goods or supplies in connection with the Charged Property;

8.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such reasonable terms as to remuneration or otherwise as he may determine;

8.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

8.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

9. LENDER' LIABILITY

9.1 In no circumstances shall the Lender be liable to account to the Mortgagor as mortgagee in possession or otherwise for any moneys not actually received by the Lender.

9.2 In no circumstances shall the Lender be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Lender its officers, employees or agents in relation to the Charged Property or in connection with this Charge except in the case of manifest error.

10. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver.

11. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in the Lender's absolute discretion) shall think fit.

12. POWER OF ATTORNEY

12.1 The Mortgagor hereby irrevocably appoint the Lender and the Receiver jointly and severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in the name and on behalf of the Mortgagor and as the act and deed of the Mortgagor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Mortgagor ratify and confirm and agree to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

12.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

13. LENDER'S RIGHTS

13.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise.

13.2 The Mortgagor agree that at any time after this Charge becomes enforceable:

13.2.1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities Provided that the Lender will make good any damage caused in the exercise of this right;

13.2.2 the Lender may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Lender shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Lender.

14. COSTS AND INDEMNITY

14.1 All costs, charges and expenses properly incurred by the Lender in relation to a breach of the provision of this Charge or the Secured Liabilities shall be reimbursed by the Mortgagor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement and be secured on the Charged Property.

14.2 The Lender and every Receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property following any breach of the provisions of this Charge by the Mortgagor in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Charge.

15. CONTINUING SECURITY

15.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

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

16. NOTICES

16.1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the Lender. A notice or demand by the Lender by post shall be deemed served on the day after posting.

16.2 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

17. MISCELLANEOUS

17.1 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge but shall not be entitled to disclose any information to any actual or prospective assignee, successor or participant without the consent of the Mortgagor.

17.2 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

17.3 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deem expedient.

17.4 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

17.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

18. LAW AND JURISDICTION

This Charge is governed by and shall be construed in accordance with English law.

19. CHARITY STATEMENT

19.1 The Property is held by (or in trust for) the Mortgagor, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

19.2 The restrictions on disposition imposed by section 117 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act).

19.3 The Mortgagor, as the trustees of the charity, certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act.

19.4 The certificate set out in the preceding clause is given on behalf of the trustees by two of their number (under an authority conferred on them under section 333 of the Charities Act 2011) through the execution by those two trustees of this deed on behalf of the Mortgagor

20. REGISTERED LAND

20.1 The Mortgagor hereby apply to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property:

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 [] in favour of Barnados (Co Reg Number [] of [] referred to in the Charges Register.

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

THE SCHEDULE
The Property

59 Gladeside Road Wythenshawe M22 9QY more particularly registered at land registry under title number GM819610

Executed as a Deed

Children of Success Schools Trust

Acting by:

Director

Joan Sumner

Director/Secretary

Samuel Murray