



**Registration of a Charge**

Company Name: **COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED**

Company Number: **08589683**



Received for filing in Electronic Format on the: **05/04/2024**

XD0EYXOW

**Details of Charge**

Date of creation: **03/04/2024**

Charge code: **0858 9683 0001**

Persons entitled: **WEST NORTHAMPTONSHIRE COUNCIL**

Brief description: **LAND AT SIXFIELDS NORTHAMPTON AS SHOWN EDGED RED IN A  
TRANSFER DATED 3 APRIL 2024 AND MADE BETWEEN (1) WEST  
NORTHAMPTONSHIRE COUNCIL AND (2) COUNTY DEVELOPMENTS  
(NORTHAMPTON) LIMITED**

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

Certified by: **ROBERT EDEN**



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

Company number: 8589683

Charge code: 0858 9683 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2024 and created by COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2024 .

Given at Companies House, Cardiff on 9th April 2024

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**

Dated

3 April

2024

- (1) County Developments (Northampton) Limited
- (2) West Northamptonshire Council

**Legal Charge in respect of Land at Sixfields Northampton**

Dated

3 April

2024

**BETWEEN**

- (1) **COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED** (incorporated and registered in England and Wales with company number 08589683) whose registered office is at Willow House, 2 Heynes Place, Station Lane, Witney, Oxfordshire OX28 4YN (**Owner**); and
- (2) **WEST NORTHAMPTONSHIRE COUNCIL** of One Angel Square, 4 Angel Street, Northampton, NN1 1ED (**Council**).

**1 Interpretation**

**2 Definitions**

In this Legal Charge the following definitions apply:

**Clawback Deed** means a clawback deed relating to the Property of even date entered into by the Owner in favour of the Council.

**Property** means the freehold property described in the Schedule.

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 the Council and the Owner shall include where applicable their respective successors and assigns (including statutory successors).

**3 Legal Charge**

The Owner with full title guarantee charges the Property by way of legal mortgage with payment to the Council of all money becoming due to the Council under the Clawback Deed.

**4 Payment covenants**

The Owner covenants with the Council to pay to the Council:

4.1 all sums due under the Clawback Deed when due;

4.2 on demand all proper and reasonable costs and expenses incurred by the Council in connection with the actual or intended exercise of any power of the Council under this Legal Charge.

**5 Owner's other covenants**

The Owner covenants with the Council:

5.1 to keep the Property and all additions in repair;

- 5.2 to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- 5.3 to comply with all statutory requirements affecting the Property;
- 5.4 to forward to the Council 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;
- 5.5 to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify the Council against any damage loss or liability arising from breach or non-performance thereof;
- 5.6 to permit the Council 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 (at reasonable times and on reasonable prior notice save in the case of emergency);
- 5.7 not to sell, lease, licence or otherwise dispose of the Property without complying with the obligations in the Clawback Deed.

**6 The Council's default powers**

The Council 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 Owner and the reasonable and proper costs and expenses in respect of any such action shall be repayable to the Council and shall become due upon the amount thereof being notified to the Owner in writing.

**7 Power of sale**

The power of sale and all other statutory powers vested in the Council (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Council for value arise upon the date of this Legal Charge and shall become exercisable by the Council without notice to the Owner immediately on the happening of any default on the part of the Owner in observing or fulfilling any of its obligations under this Legal Charge or the Clawback Deed.

**8 Consolidation**

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

**9 Security power of attorney**

The Owner by way of security to secure the proprietary interest in and the performance of, obligations owed to the Council irrevocably appoints the Council and any receiver severally to be the attorney or attorneys of the Owner and in the Owner's name and otherwise on the Owner'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 the Council and/or any receiver and (ii) any obligation imposed on the Owner whether pursuant to this Legal Charge or by law.

**10 Restriction**

The Owner 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 3/4/2024 in favour of West Northamptonshire Council of One Angel Square, 4 Angel Street, Northampton, NN1 1ED referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer. (Form P).

**11 Third parties**

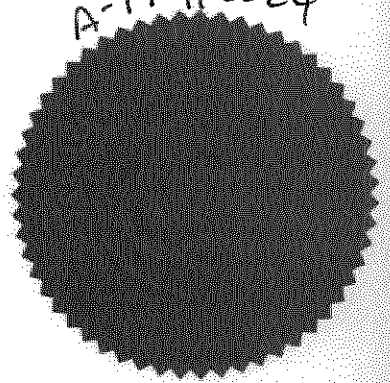
It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999.

**Executed by the parties as a Deed.**

## **Schedule**

Land at Sixfields Northampton shown edged red on the attached plan and contained in a transfer dated the date hereof and made between (1) West Northamptonshire Council and (2) County Developments (Northampton) Limited

A-7741 2024



Executed as a deed  
by affixing the  
common seal of  
in the presence of

**WEST NORTHAMPTONSHIRE COUNCIL**

Authorised signatory  
**JULIA RICKARDS**

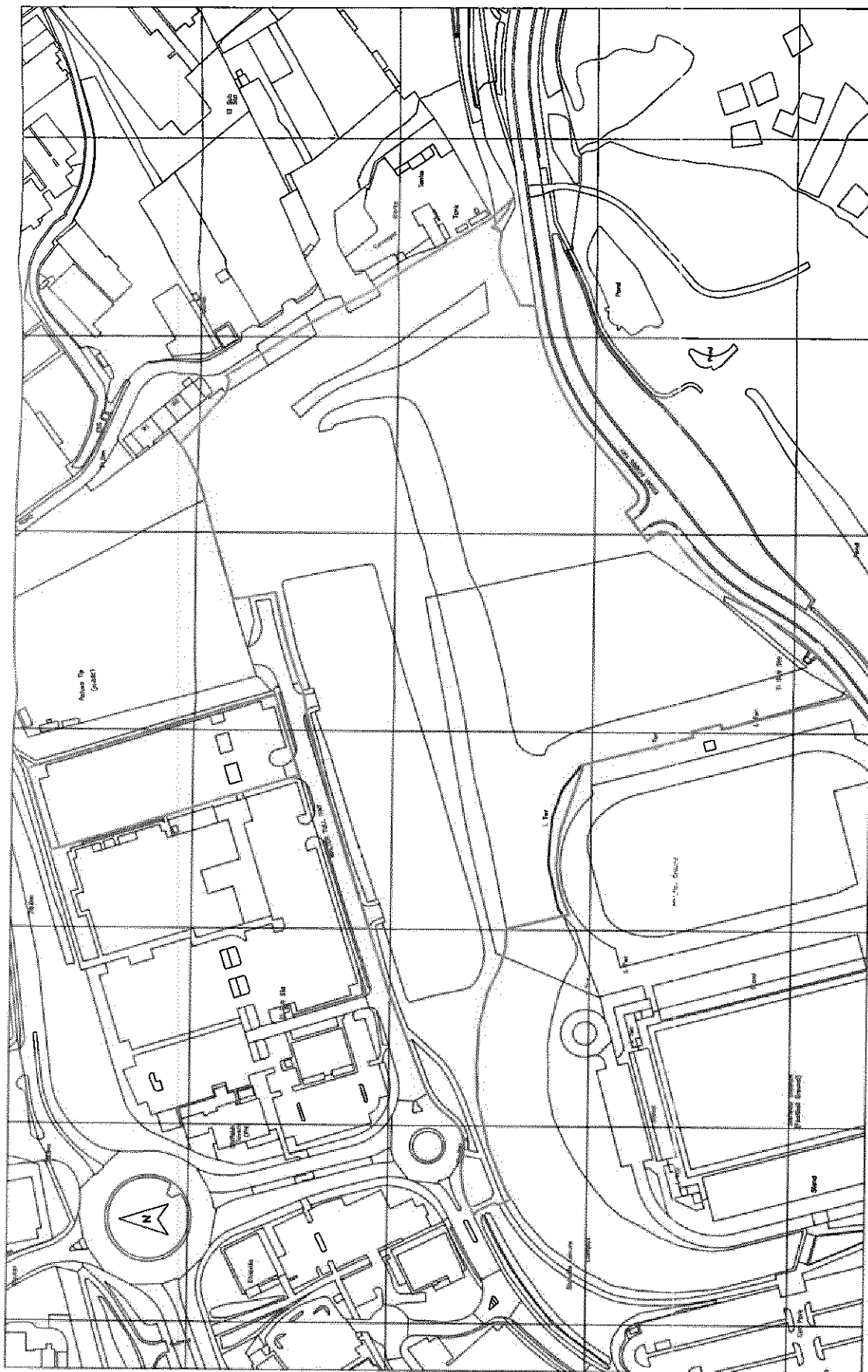
Executed as a deed by )  
**COUNTY DEVELOPMENTS** )  
**(NORTHAMPTON)** )  
**LIMITED** acting by a Director )  
In the presence of a witness )

\_\_\_\_\_  
Signature of Director

Signature of Witness:

Name of Witness:  
Address:  
Occupation:





**West  
Northamptonshire  
Council**

**Assets & Environment**

*Initial  
consequence for  
WNSC*

Based on Ordnance Survey material with the permission of Ordnance Survey on behalf of Her Majesty's Stationery Office. © Crown copyright.  
Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. © Crown copyright and database right 2021 Ordnance Survey Licence no. 100003706

**Title:** Sixfields - Main Site

**Scale:** 1:2000 at A3

**Date:** 6th March 2024

**Dwg No:** 014

**Dated**

3 APRIL

**2024**

- (1) County Developments (Northampton) Limited**
- (2) West Northamptonshire Council**

**Legal Charge in respect of Land at Sixfields Northampton**

Dated

3 April

2024

**BETWEEN**

- (1) **COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED** (incorporated and registered in England and Wales with company number 08589683) whose registered office is at Willow House, 2 Heynes Place, Station Lane, Witney, Oxfordshire OX28 4YN (**Owner**); and
- (2) **WEST NORTHAMPTONSHIRE COUNCIL** of One Angel Square, 4 Angel Street, Northampton, NN1 1ED (**Council**).

**1 Interpretation**

**2 Definitions**

In this Legal Charge the following definitions apply:

**Clawback Deed** means a clawback deed relating to the Property of even date entered into by the Owner in favour of the Council.

**Property** means the freehold property described in the Schedule.

- 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 the Council and the Owner shall include where applicable their respective successors and assigns (including statutory successors).

**3 Legal Charge**

The Owner with full title guarantee charges the Property by way of legal mortgage with payment to the Council of all money becoming due to the Council under the Clawback Deed.

**4 Payment covenants**

The Owner covenants with the Council to pay to the Council:

- 4.1 all sums due under the Clawback Deed when due;
- 4.2 on demand all proper and reasonable costs and expenses incurred by the Council in connection with the actual or intended exercise of any power of the Council under this Legal Charge.

**5 Owner's other covenants**

The Owner covenants with the Council:

- 5.1 to keep the Property and all additions in repair;

- 5.2 to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- 5.3 to comply with all statutory requirements affecting the Property;
- 5.4 to forward to the Council 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;
- 5.5 to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify the Council against any damage loss or liability arising from breach or non-performance thereof;
- 5.6 to permit the Council 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 (at reasonable times and on reasonable prior notice save in the case of emergency);
- 5.7 not to sell, lease, licence or otherwise dispose of the Property without complying with the obligations in the Clawback Deed.

## **6 The Council's default powers**

The Council 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 Owner and the reasonable and proper costs and expenses in respect of any such action shall be repayable to the Council and shall become due upon the amount thereof being notified to the Owner in writing.

## **7 Power of sale**

The power of sale and all other statutory powers vested in the Council (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Council for value arise upon the date of this Legal Charge and shall become exercisable by the Council without notice to the Owner immediately on the happening of any default on the part of the Owner in observing or fulfilling any of its obligations under this Legal Charge or the Clawback Deed.

## **8 Consolidation**

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

## **9 Security power of attorney**

The Owner by way of security to secure the proprietary interest in and the performance of, obligations owed to the Council irrevocably appoints the Council and any receiver severally to be the attorney or attorneys of the Owner and in the Owner's name and otherwise on the Owner'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 the Council and/or any receiver and (ii) any obligation imposed on the Owner whether pursuant to this Legal Charge or by law.

## **10 Restriction**

The Owner 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 13/4/2024 in favour of West Northamptonshire Council of One Angel Square, 4 Angel Street, Northampton, NN1 1ED referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer. (Form P).

#### **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.

**Executed by the parties as a Deed.**

## **Schedule**

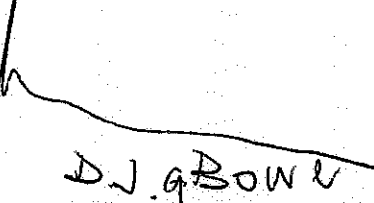
Land at Sixfields Northampton shown edged red on the attached plan and contained in a transfer dated the date hereof and made between (1) West Northamptonshire Council and (2) County Developments (Northampton) Limited

Executed as a deed  
by affixing the  
common seal of  
**WEST NORTHAMPTONSHIRE COUNCIL**  
in the presence of


Authorised signatory

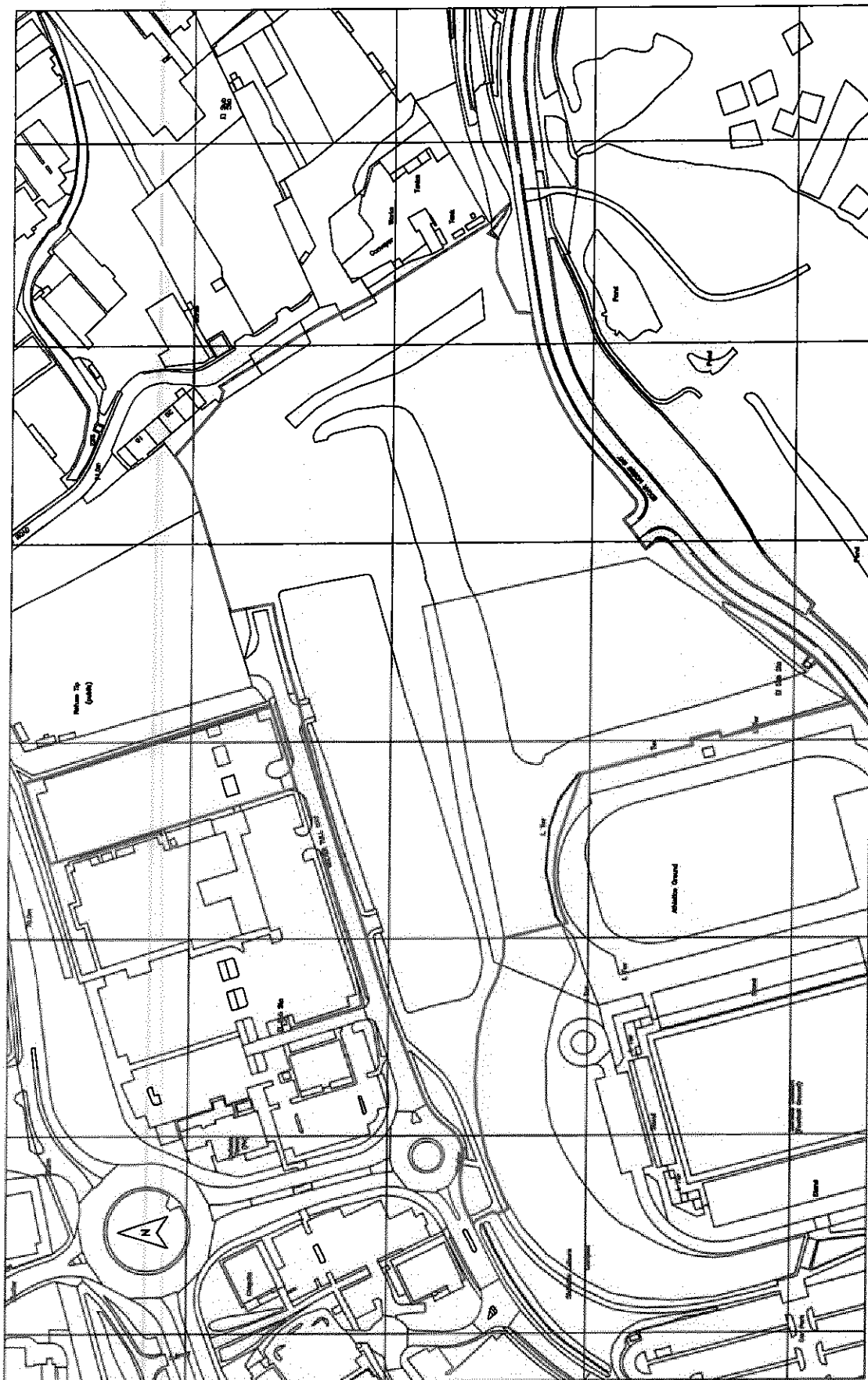
Executed as a deed by )  
**COUNTY DEVELOPMENTS** )  
**(NORTHAMPTON)** )  
**LIMITED** acting by a Director )

In the presence of a witness )

  
Signature of Director

Signature of Witness:

Name of Witness:   
Address: 269 Banbury Road, Oxford, OX2 7JF  
Occupation: Solicitor



**West  
Northamptonshire  
Council**

**Assets & Environment**

Based on Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. © Crown copyright and database rights 2021 Ordnance Survey licence no. 100053795

**Title:** Sixfields - Main Site

**Scale:** 1:2000 at A3

**Date:** 6th March 2024

**Dwg No:** 014