



**Registration of a Charge**

Company name: **ALDERBURY FC LIMITED**

Company number: **08626158**



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Received for Electronic Filing: **14/07/2017**

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**Details of Charge**

Date of creation: **12/07/2017**

Charge code: **0862 6158 0002**

Persons entitled: **THE ENGLISH SPORTS COUNCIL**

Brief description: **LEASEHOLD LAND AT ALDERBURY, SALISBURY, WILTSHIRE  
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WT293991.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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: **WILSONS SOLICITORS LLP**



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

Company number: 8626158

Charge code: 0862 6158 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2017 and created by ALDERBURY FC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th July 2017 .

Given at Companies House, Cardiff on 18th July 2017

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

12 July 2017

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**(1) THE ENGLISH SPORTS COUNCIL**

**and**

**(2) ALDERBURY FC LIMITED**

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**FORM OF LEGAL CHARGE**

relating to

**Playing Fields at Alderbury, Salisbury,  
being part of Land Registry title number WT293991**

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

**THE LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 TO 2002**

Administrative Area : Wiltshire  
Title Number : WT293991  
Property : Playing fields at Alderbury Salisbury as  
more defined in clause 1.1 of this Charge

**PARTICULARS**

DATE 12 July 2017

**1. Definitions and Interpretations**

1.1. "Award" : means the individual award(s) that in total  
amount(s) to £65,000.00 granted by the  
Chargee to the Chargor subject to the terms  
and conditions contained in the award letter  
dated 26 May 2016 of Alison Selfe on behalf  
of Sport England.

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 Alderbury FC Limited (company  
registration number 08626158) of Mike

Rooney, 3 Church Street, West Grimstead,  
Salisbury, Wiltshire SP5 3RE.

1.4. **"Plan"**

means the plan attached hereto.

1.5. **"Property"**

: means the leasehold property known as  
Playing fields at Alderbury, Salisbury,  
Wiltshire held by the Chargor by way of a  
Lease dated 7 April 2017  
made between the Right Honourable  
William Ninth Earl Of Radnor and others as  
the Landlord, and the Chargor as the Tenant,  
pending registration at the Land Registry  
under title number WT293991, and as edged  
green 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 hereafter (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 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):

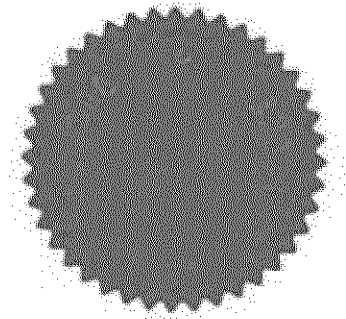
5.1.1. "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by THE ENGLISH SPORTS COUNCIL of First Floor, 21 Bloomsbury Street, London, WC1B 3HF or its 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.

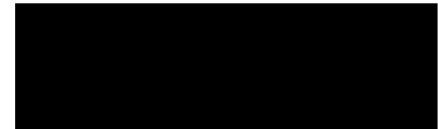
**EXECUTED as a Deed by affixing the Common Seal  
of THE ENGLISH SPORTS COUNCIL**



Authorised Signatory

Authorised Signatory

**EXECUTED as a Deed by ALDERBURY )  
FC LIMITED by the signature of a director )  
and its secretary or two directors: )**



Director



Director/Secretary



## Plan

