

# MR01

## Particulars of a charge

243885/23

laserform



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

A fee is 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 MR08.

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 accompanied by a  
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**



A24 \*A62ZDDCZ\* #157  
25/03/2017  
COMPANIES HOUSE

### 1 Company details

Company number 1 0 4 5 0 6 3 0  
Company name in full Coolground Properties Limited

For official use  
Filing 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 2 3 / 0 3 / 2 0 1 7

### 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 Peter David James Dancy

Name Carol Louise Dancy

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.

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Particulars of a charge

<b>4</b>	<b>Brief description</b> 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 41 and 41A Warwick Street, Worthing BN11 3DQ	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.
<b>5</b>	<b>Other charge or fixed security</b> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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. <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X <i>Ann Mitchell</i> X <i>Solicitor for mortgagees.</i>  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 Peter Green

Company name Irwin Mitchell LLP

Address Thomas Eggar House

Friary Lane

Post town Chichester

County/Region West Sussex

Postcode P O 1 9 1 U F

Country United Kingdom

DX 30300

Telephone 01243 813124

**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:**

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] 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: 10450630

Charge code: 1045 0630 0002.

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2017 and created by COOLGROUND PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2017.

Dx

Given at Companies House, Cardiff on 31st March 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Land Registry  
Legal charge of a registered estate

We hereby certify this to be a true  
and complete copy of the Original

*Irwin Mitchell*  
Irwin Mitchell LLP

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:  WSX36646
2	Property:  41 and 41A Warwick Street, Worthing BN11 3DQ
3	Date: <i>23<sup>rd</sup> March 2017</i>
4	Borrower:  Coolground Properties Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10450630  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register:  Peter David James Dancy and Carol Louise Dancy  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register:  9a Windsor Road, Worthing, West Sussex BN11 2LU

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated <u>23 March</u> 2017 in favour of Peter David James Dancy and Carol Louise Dancy referred to in the charges register or signed on such proprietor's behalf by its conveyancer.</p>
9	<p>Additional provisions</p> <p>1 For the purposes of this Legal Charge the following expressions have the meanings given:</p> <p>1.1 "Interest Rate" means two per centum per annum above the base rate of Barclays Bank Plc from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a chartered accountant appointed by agreement between the parties or in default of agreement nominated on the application of either party by the President of the Institute of Chartered Accountants in England and Wales, acting as an expert and not as an arbitrator;</p> <p>1.2 "Principal" means the sum of £255,000;</p> <p>1.3 "the Redemption Date" means the date 14 days after the date of this Charge;</p> <p>2 The Lender Agrees with the Borrower to lend the Principal to the Borrower upon the terms and conditions and provisions of this Charge.</p> <p>3 In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower undertakes with the Lender as set out in clause 4.</p> <p>4 The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on demand on or at any time following the Redemption Date.</p> <p>5.1 The Borrower further covenants with the Lender (if so demanded by the Lender) to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate from the Redemption Date such interest to be payable as well after as well as before any demand or judgment or the administration or liquidation of the Borrower.</p>

- 5.2.1 If any interest payable hereunder is not paid within 28 days after the due date for payment it shall be capitalised and added to the Principal and be charged on the Property and bear interest from the due date for payment at the Interest Rate.
- 5.2.2 The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear.
- 5.2.3 Save as otherwise provided for in this legal charge all covenants and provisions contained and all powers and remedies conferred by law or by this legal charge and all rules of law or equity relating to the Principal and interest on it shall apply to capitalised arrears of interest and to interest on them.
- 6 The Borrower will:
- 6.1 keep the Property in good and substantial repair and condition and not make any alteration to the Property;
- 6.2 insure the Property in its full reinstatement value with the Lender's interest noted on such policy;
- 6.3 not dispose of the Property or any part of it nor grant any lease of the whole or any part of it without the consent of the Lender;
- 6.4 not create nor permit to arise any charge lien or security interest on the whole or any part of the Property without the consent of the Lender;
- 6.5 not carry out any building or demolition works at the Property;
- 7 For the purpose of Sections 101 & 103 Law of Property Act 1925, all of the Lender's powers arise and are exercisable on the execution of this charge.
- 8 The Lender may at any time appoint a Receiver of the Property and the income arising from it and such Receiver shall have all of the powers that the Lender has as Mortgagee.
- 9 In addition to any powers implied by law or by statute, the Lender may carry out any works or development at the Property and the costs of so doing shall be added to the amounts due under this charge and bear interest at the rate set out in the Loan Agreement
- 10 All costs charges fees and expenses incurred by the Lender in connection with or arising out of the enforcement or contemplated enforcement of this charge shall be added to the amounts due under this charge and bear interest at the rate set out in the Loan Agreement.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a deed by **Peter David James Dancy** in the presence of

Signature of witness:

Name (in BLOCK CAPITALS)

Address:

ROSS HOLMES  
31 ETHELWULF ROAD  
WORTHING, BN14 7NF.

Signed as a deed by **Carol Louise Dancy** in the presence of

Signature of witness:

Name (in BLOCK CAPITALS)

Address:

ROSS HOLMES  
31 ETHELWULF ROAD  
WORTHING, BN14 7NF.

Signed as a deed by  
**Coolground Properties Limited** in the presence of

Director

Director

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.