

MR01

Particulars of a charge



Companies House



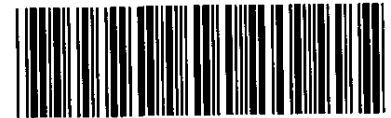
Go online to file this information
www.gov.uk/companieshouse

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 an instrument. Use form MR08.

MONDAY



A7ZKHTYI
A20 18/02/2019 #70
COMPANIES HOUSE

A7YV0DL7
A18 08/02/2019 #210
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If 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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 1 0 5 9 8 1 7 7
Company name in full WARRINGTON ROWING CLUB LIMITED

For official use

→ **Filling 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 d 0 6 m 0 2 y 2 0 1 9

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 BRITISH ROWING LIMITED

Name

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

4	Brief description	
	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.	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".
Brief description ✓	Fixed Charge over Land on the North Side of Howley Lane, Warrington, WA1 2DN	Please limit the description to the available space
5	Other charge or fixed security	
	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	
6	Floating charge	
	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	
7	Negative Pledge	
	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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ^①	
	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"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

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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 Michael Teinert

Company name Holbrook and Co

Address 7 Palmyra Square South

Post town Warrington

County/Region Cheshire

Postcode W A 1 1 B L

Country UK

DX 17794 WARRINGTON

Telephone 01925444422



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:

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10598177

Charge code: 1059 8177 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2019 and created by WARRINGTON ROWING CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2019.

Qr

Given at Companies House, Cardiff on 21st February 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HM

DATED

6th February

2019

(1) BRITISH ROWING LIMITED

and

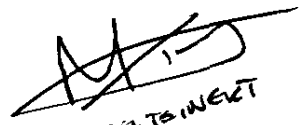
(2) WARRINGTON ROWING CLUB LIMITED

FORM OF LEGAL CHARGE

relating to

I and on the north side of Howley Lane, Warrington, WA1 2DN

✓
I hereby certify this to be a
true and correct original
copy of the original
conveyancers


MICHAEL TOOLEY

THE LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : Warrington
Title Number : CH594515
Property : Land on the north side of Howley Lane,
Warrington, WA1 2DN

PARTICULARS

DATE

6th February

20 19

1. Definitions and Interpretations

1.1. "Award" : means the individual award(s) from
BRITISH ROWING LIMITED that in total
amounts to £141,951.00 granted by the
Chargee to the Chargor subject to the terms
and conditions contained in the award letter
dated 11th day of January 2011.

1.2 "Chargee" : means British Rowing Limited (Company
Number 01706271) of 6 Lower Mall,
London, W6 9DJ

1.3. "Chargor" : means WARRINGTON ROWING CLUB
LIMITED (company registration number
10598177) of Howley Lane, Warrington,
WA1 2DN.

1.4. **"Property"** : means the leasehold property known as Land on the north side of Howley Lane, Warrington, WA1 2DN registered at the Land Registry under title number CH594515.

1.5. **"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 BRITISH ROWING LIMITED of 6 Lower Mall, London, W6 9DJ (Company Number 01706271) 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
BRITISH ROWING LIMITED
acting by a Director
in the presence of

Signature of Witness *[Signature]*

NAME: *Matthew Hinds*

Address: *7 Lower Mall, London W6 9DJ*

Occupation: *Director*

Executed as a Deed
**WARRINGTON ROWING CLUB
LIMITED** acting by a Director
in the presence of

Signature of Witness *[Signature]*

NAME: *Matthew Hinds*

Address: *23 Warburton St, Stoughton Heath, Warrington*

Occupation: *Marketing Consultant*