



Registration of a Charge

Company Name: **WUP DOODLE (HOLDINGS) LIMITED**

Company Number: **11343642**



Received for filing in Electronic Format on the: **06/03/2023**

XBYQUHUI

Details of Charge

Date of creation: **03/03/2023**

Charge code: **1134 3642 0004**

Persons entitled: **TREVOR FRANK STIMSON AND TINA ANNETTE STIMSON**

Brief description: **SPRINGMEADOW HOUSE THE STREET HEPWORTH DISS IP22 2PS
REGISTERED AT HMLR UNDER TITLE NUMBER SK245730**

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 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: **C HEYWOOD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11343642

Charge code: 1134 3642 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2023 and created by WUP DOODLE (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2023 .

Given at Companies House, Cardiff on 7th March 2023

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**

HM Land Registry

Legal charge of a registered estate

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: SK245730
2	Property: Springmeadow House, The Street, Hepworth, Diss, IP22 2PS
3	Date: 3rd March 2023
4	Borrower: WUP DOODLE (HOLDINGS) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM 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.

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.

5 Lender for entry in the register:

TREVOR FRANK STIMSON AND TINA ANNETTE STIMSON

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:

Springmeadow House, The Street, Hepworth, Diss, IP22 2PS

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☐ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

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 proprietor or their conveyancer for the time being of the charge dated 2023 in favour of Trevor Frank Stimson and Tina Annette Stimson referred to in the charges register

9 Additional provisions

9.1 Definitions and Interpretation

In this deed the following definitions shall apply:

Costs: all reasonable costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender may charge or incur.

Property: the property described in panel 3 above owned by the Borrower.

Insurance Policy: each contract or policy of insurance effected or maintained from time to time in respect of the Property.

Loan: the payments outstanding under the Loan Agreement.

Loan Agreement: the loan agreement made between the Lender and the Borrower dated the 3rd day of March 2023.

Secured Liabilities: the Loan together with all interest (including, without limitation, default interest) accruing in respect of the Loan and all other money from time to time owing on the security of this deed including the Costs.

9.2 In this deed:

9.2.1 a reference to the Borrower or the Lender shall include its successors, permitted transferees and permitted assigns;

9.2.2 a reference in this deed to a charge or mortgage of or over the Property includes:

(a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;

(b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

(c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

(d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

9.2.3 a reference to this mortgage (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;

9.2.4 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated

body of persons, or any state or any agency of any person.

9.3 Covenant to Pay

9.3.1 The Borrower shall pay the Loan in accordance with the Loan Agreement.

9.4 Grant of Security

9.4.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee

charges to the Lender:

(a) by way of first legal mortgage, the Property;

(b) all its rights in the Insurance Policy covering the Property, including the proceeds of any claims under the Insurance Policy covering the Property

9.5 Borrowers Covenants

9.5.1 The Borrower shall keep all premises, and fixtures and fittings on the Property in a substantial repair and condition;

9.5.2 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this deed;

9.5.2 The Borrower shall not, without the Lender's prior written consent, use or permit the Property to be used in any way contrary to law and shall comply with the requirements of any law and regulation relating to or affecting the Property or the use of it or any part of it;

9.5.3 The Borrower shall insure and keep the Property insured against:

(a) loss or damage by fire or terrorist acts;

(b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

(c) any other risk, perils and contingencies as the Lender may reasonably require for its full reinstatement value in the name of the Borrower but with the interest of the Lender noted on the policy and shall duly pay all premiums and money necessary for effecting and keeping up that insurance and within 5 days of demand produce to the Lender a copy of the policy of the insurance and the receipt for any premium payable in respect of it;

9.5.4 The Borrower shall pay all rates taxes assessment duties charges and outgoings in respect of the Property and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by the Borrower;

9.5.5 The Borrower shall not without the Lender's prior written consent:

(a) create, purport to create or permit to subsist any security interest on, or in relation to, the Property other than any security interest created by this deed;

(b) sell, assign, transfer, lease, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or

(c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

9.6 Powers of the Lender

9.6.1 Power to remedy

(a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

(b) The Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

(c) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed, shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

(d) In remedying any breach in accordance with this clause 9.6, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

9.6.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and at any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver of all or any part of the Property.

9.6.3 Exercise of rights

The rights of the Lender under clause 9.6 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

9.6.4 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Property without notice to the Borrower whether or not it has taken possession of any Property and without first appointing a receiver or notwithstanding the appointment of a receiver.

9.7 When Security becomes enforceable

9.7.1 The security constituted by this deed shall be immediately enforceable if:

(a) The Borrower is in breach of the terms of the loan agreement and fails to remedy the said breach within 3 months written notice from the Lender

(b) the Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 3 months of the earlier of:

(c) the Lender notifying the Borrower of the default and the remedy required.

(ii) the Borrower becoming aware of the default.

9.7.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the

terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

9.8. Enforcement of Security

9.8.1 Enforcement powers

(a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 9.7.

9.9. Costs and Indemnity

9.9.1 Costs

The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender or any receiver in connection with:

- (a) this deed or the Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities, together with interest on those Costs (charged at the Interest Rate), which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost.

9.9.2 Indemnity

The Borrower shall indemnify the Lender and each receiver and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this deed.

9.11 Release

On the date on which the Loan together with accrued interest and any other monies due under this deed have been unconditionally paid and discharged in full to the Lender the Lender shall take all steps reasonably necessary to release the Property from the security constituted by this deed.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Signed as a deed by a Director of
WUP DOODLE (HOLDINGS) LIMITED
in the presence of:

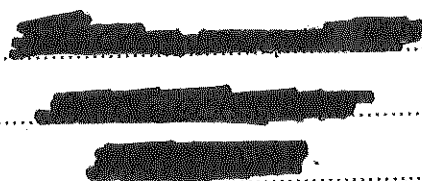


Signature of Witness

Name of Witness:



Address of Witness:



Signed as a deed by
TREVOR FRANK STIMSON
in the presence of:

Signature of Witness

Name of Witness:

Address of Witness:

Signed as a deed by
TINA ANNETTE STIMSON
in the presence of:

Signature of Witness

Name of Witness:

Address of Witness:

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.

© Crown copyright (ref: LR/HO) 07/22