011216/23. ~~011216/23~~

In accordance with Sections 859 and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

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

A fee is be 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 instrument. Use form MR08.

For further information, please

This form **must be delivered to the Registrar for registration wit 21 days** beginning with the day after the date of creation of the charg delivered outside of the 21 days it will be rejected unless it is accompa court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. Th scanned and placed on the public record. **Do not send the original.**

WEDNESDAY

A904CAXC
A13 04/03/2020 #187
COMPANIES HOUSE

A8ZP1HN5
A22 27/02/2020 #294
COMPANIES HOUSE

For official use 3

1 Company details

Company number: 11838042

Company name in full: HAIGH DEVELOPMENTS VICTORIA BUILDINGS LTD

→ **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 2 d 1 m 0 m 2 y 2 y 0 y 2 y 0

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: CARMEN ASHURST

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.

MR01
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".

Please limit the description to the available space.

Brief description

VICTORIA BUILDINGS
HIGH STREET
RUNCORN
WA7 1QS CH206628

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.

☐ **Yes**

☒ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **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.

☒ **Yes**

☐ **No**

8 Trustee statement ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature
X [signature] Solicitor authorised on behalf of the Company. X
25/2/20

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 R. J. BELL

Company name HAWORTH HOLT BELL LIMITED

Address GROSVENOR HOUSE
45 THE DOWNS

Post town ALTRINCHAM

County/Region ENGLAND

Postcode W A 1 4 2 Q G

Country ENGLAND

DX 22054 HALE

Telephone 0161 928 7136

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. £23
- ☐ *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: 11838042

Charge code: 1183 8042 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2020 and created by HAIGH DEVELOPMENTS - VICTORIA BUILDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2020.

Given at Companies House, Cardiff on 6th March 2020

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify this to be a true copy
Solicitor

THIS LEGAL CHARGE is made the 21st day of February 2020

(1) Carmen Ashurst of 87, Bankhall Lane, Hale, Cheshire WA15 0NW (**"the Mortgagee"**)

(2) Haigh Developments – Victoria Buildings Ltd (CRN 11838042) whose registered office is at

(**"the Mortgagor"**)

WHEREAS

(1) The Mortgagee has agreed to enter into this Deed upon having repayment of monies due for it with interest secured in the manner set out below.

NOW THIS DEED WITNESSES as follows:-

1. **Definitions and Interpretation**

In this legal charge:-

1.1. **"the Act"** means the Law of Property Act 1925

1.2. if the Mortgagor consists of more than one person "**the Mortgagor**" shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several

1.3. **"the Mortgagee"** shall include its successors and assigns

1.4. **"the Property"** means the property at Victoria Buildings, High Street, Runcorn WA7 1QS registered with title number CH206628

1.5. unless the contrary intention appears and where the context so admits, word importing the masculine gender shall include the feminine and neuter genders

2. **Legal Charge**

The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Mortgagee of all present and future indebtedness and of the Mortgagor to the Mortgagee on any current advance loan or other account whatsoever whether present or future actual or contingent (including liabilities as surety or guarantor) and all costs, charges and expenses owed to or incurred directly or indirectly by the Mortgagee in relation to this security or any other security held by the Mortgagee in connection with any other facilities offered to the Mortgagor or in relation to the exercise of any other powers conferred by or the

enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together with in all cases all interests commissions and charges according to the Mortgagee's terms current from time to time, and so that interest shall be payable at the same rate as well after as before any judgement.

3. **Assignment of Benefit of Contract**

3.1 If any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by an encumbrance having priority over the security against the Property the Mortgagee or any receiver appointed by it may redeem that prior encumbrance or procure the transfer of it to itself and may settle and pass the accounts of any encumbrancer entitled to such prior security.

3.2 All the principal money interest costs charges and expenses of and incidental to any such redemption or transfer should be repaid by the Mortgagor to the Mortgagee on demand with interest in accordance with clause 2 of this Deed payable from the date of payment by the Mortgagee until repayment by the Mortgagor and until repayment of such sums and interest shall be charged on the Property.

3.3 Any accounts settled or passed in connection with any such redemption or transfer shall be conclusive and binding as well between the Mortgagee and any receiver appointed by it on the one hand and the Mortgagor on the other hand as between such prior encumbrance and the Mortgagor.

4. **Covenants by the Mortgagor**

The Mortgagor covenants with the Mortgagee as follows:-

4.1. **Repair and Insurance etc**

4.1.1. To keep the Property in a good state of repair and condition and to keep it insured against loss or damage by fire and other unusual risks and such other risks as the Mortgagee may require in the full amount of its insurable value in such name or names and in such offices as the Mortgagee approves or at Lloyds and will pay all premiums and money necessary to effect and keep up the insurance on the first day on which payment ought to be made. The Mortgagor will have the interest of the Mortgagee noted on the policy and if the

Mortgagee so requires will deliver it to the Mortgagee with the receipt of every premium payable in respect of it.

4.1.2. If at any time default is made in keeping the Property in the required state of repair or in effecting or keeping up the insurance or producing any policy or receipt to the Mortgagee on demand the Mortgagee may put or keep the Property in repair (with power to enter upon the Property for that purpose but without in consequence becoming a mortgagee in possession) or may insure in any such manner which the Mortgagee may think expedient. All costs incurred by the Mortgagee under this provision shall be deemed to be properly incurred by the Mortgagee.

4.1.3. All money received on any insurance whatsoever in respect of loss or damage to the Property (whether or not effected or maintained pursuant to the above) shall be paid to the Mortgagee or held in trust by the Mortgagor pending such payment to be applied in making good the loss or damage in respect of which the money is received or if the Mortgagee so requires in or towards payment of the money for the time being secured by this Deed

4.1.4. The Mortgagor will not without the previous consent of the Mortgagee (and only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alterations to, or pull down or remove any or any part of any buildings fixtures and fittings services and service media in or upon or associated with the Property nor carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990

4.1.5. The Mortgagor will punctually pay and indemnify the Mortgagee against all rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon in respect of the Property or any part of it.

4.1.6. The Mortgagor shall not without the previous consent in writing of the Mortgagee (and then only to the extent permitted by and in accordance with any condition attached to such consent) create or permit to subsist any

mortgage pledge charge encumbrance lien or other security interest in the Property other than this security nor without such consent cause or allow any person to be registered under the Land Registration Acts as proprietor of the Property or any part of it

4.1.7. If the Mortgagee does consent to the creation of the mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document.

4.1.8. The Mortgagor applies and agrees that the Mortgagee may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor (s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the mortgage referred to in the Charges Register.

4.2 Not to register

The Mortgagor so long as this security shall continue shall not cause or allow any person to be registered under the Land Registration Act 1925 or other similar statutory provision as the proprietor of the Property without the consent of the Mortgagee and the costs of entering a caution against such registration (whether during the life of the Mortgagor not) shall be deemed to be costs properly incurred by the Mortgagee

4.3 Free from charges

The Mortgagor so long as this security shall continue shall keep the property free from any charges by the Local Authority for the works of private improvement.

5. **Payment on demand**

5.1 All money secured by this Deed shall be immediately payable on demand at any time. Failing immediate payment of any money so demanded this security shall become immediately enforceable and the power of sale conferred on mortgagees by the Act shall become immediately exercisable with respect to the whole or any part of the

Property without the restrictions contained in the Act as to the giving of notice or otherwise. In particular section 103 of the Act shall not apply to this security.

5.2 No purchaser from the Mortgagee shall be entitled or required to inquire or shall be affected by notice as to whether demand has or has not been made.

6. **Provisos**

PROVIDED that and it is agreed as follows:-

6.1. **Consolidation**

The restriction on the right of consolidating mortgage securities that is contained in the section 93 of the Act shall not apply to this security

6.2. **Restriction on powers of leasing**

The Mortgagor shall not be entitled to exercise any powers of leasing or accepting surrender of lease given by any statute except with the consent in writing of the Mortgagee

7. **Indulgence**

The security shall not be affected or prejudiced by the Mortgagee holding or taking any other or further securities or guarantees or by its varying releasing exchanging or enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying renewing or determining any credit in each case to the Mortgagor or by renewing bills of exchange promissory notes or other negotiable instruments or giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition in each case from or the Mortgagor or any person or persons liable on any bills of exchange promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Mortgagee or by any other act or thing which (apart from this clause) would or might afford an equitable defence to a surety

8. **Demands**

Any demand made by the Mortgagee under this deed must be in writing signed by any of its officers and may be served by leaving at or sending through the post in a pre-paid envelope

addressed to the company firm or person on whom the demand is to be made at the address last known to the Mortgagee as the registered or principal office or as the case may be place of business or abode of that company firm or person. A demand so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or as the case may be at the expiry of the 48 hours after it was posted excluding Saturdays and Sundays and Mortgagee or public holidays

9. **Mortgagee's powers and rights**

9.1. **Mortgagee's Powers**

In case the Mortgagor shall:-

(a) be in arrears with any agreed instalments for the space of fourteen days from the time when the same shall respectively become due or

(b) fail to observe or perform any of the covenants by the Mortgagor herein contained;

then and in any such cases the Mortgagee may at any time thereafter without any previous notice to or concurrence by the Mortgagor:-

(i) charge interest on any outstanding sum at a rate of 4% above the base rate of the HSBC from time to time in force;

(ii) take possession of the property hereby charged;

(iii) let or demise the property hereby charged or any part or parts thereof for such tenancy or term of years at such rent and generally upon such term as the Mortgagee in its absolute discretion shall think fit

9.2. **Extension of Statutory Powers**

9.2.1. 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 Mortgagee may think fit

9.2.2. By way of an extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Mortgagee shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases 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 Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100 (12).

9.2.3. At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Mortgagee may at his absolute discretion exercise the power which a receiver appointed by him could exercise.

9.2.4. The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Mortgagee or the person exercising them to the Mortgagor or any other interested person whether in negligence or otherwise.

9.3. **Powers in respect of furniture and effects**

9.3.1. At any time after this security has become enforceable the Mortgagee may as agent for and on behalf of the Mortgagor and at the expense of the Mortgagor remove store preserve sell or otherwise dispose of any livestock or any furniture effects chattels or other items situate at or in the Property which are not charged by this mortgage

9.3.2. The Mortgagee will have no liability to the Mortgagor for any loss incurred in connection with such removal storage preservation sale or disposal

9.3.3. The Mortgagee will pay any net proceeds of any sale (after payment of removal storage preservation costs and the costs of the sale) to the Mortgagor on demand.

9.3.4. The provisions of this clause are not intended to grant the Mortgagee any rights in or any charge or security over any livestock furniture effects chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

9.4. **Power to appoint a receiver**

9.4.1. At any time after this security becomes enforceable or at the request of the Mortgagor the Mortgagee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

9.4.2. The Mortgagee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

9.4.3. The Mortgagee may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed.

9.4.4. None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

9.4.5. Where more than one receiver is appointed they shall have the power to act severally

9.4.6. Any receiver so appointed shall be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration

9.4.7. Any receiver so appointed shall have all the powers conferred on mortgagees or receivers of the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule I except to the extent to which those powers are

expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed shall prevail.

9.4.8. In addition any receiver so appointed shall have the power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the bankruptcy death or insanity of the Mortgagor do or omit to do anything which the Mortgagor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

9.4.8.1. to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Mortgagor or otherwise;

9.4.8.2. to manage or carry on or concur in carrying on any business of the Mortgagor;

9.4.8.3. to raise or borrow money (whether from the Mortgagee or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;

9.4.8.4. to sell (whether by public auction or private contract or otherwise) lease vary renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 and sections 99 and 100) of or otherwise dispose of or deal with all or any part of the Property or to concur on doing so whether in the name or on behalf of the Mortgagor or otherwise;

9.4.8.5. to seize or sever all or any fixtures at or in the Property other than and except trade machinery as defined in the Bills of Sale Act 1878 and sell the same separately from the Property or its site;

9.4.8.6. to settle arrange compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Mortgagor or the Property or in any way relating to this security;

9.4.8.7. to bring take defend compromise submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 9.4.8.6

9.4.8.8. to disclaim abandon or disregard all or any outstanding contracts of the Mortgagor and to allow time for payment if any debts either with or without security

9.4.8.9. to repair insure manage protect improve enlarge develop build complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;

9.4.8.10. to acquire by purchase lease or otherwise any further property assets or rights;

9.4.8.11. to appoint employ and dismiss managers officers contractors and agents;

9.4.8.12. to do (whether in the name of the Mortgagor or otherwise) all such acts and things as he may consider necessary or desirable for the preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

9.4.9. All money received by any receiver shall be applied by him:

9.4.9.1. in payment of the costs charges and expenses of and incidental to the appointment of the receiver the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

9.4.9.2. in payment to the receiver of such remuneration as may be agreed between him and the Mortgagee at or at any time and from time to time after his appointment

9.4.9.3. in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Mortgagor or other persons entitled to it

10. **Protection of Persons dealing with the Mortgagee or receiver**

No person dealing with the Mortgagee or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following interests:

10.1. whether this security has become enforceable;

10.2. whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;

10.3. the propriety, regularity or purpose of the exercise or purported exercise of any such power;

10.4. whether any money remains due under the security; or

10.5. the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Mortgagee or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

11. **Validity and Severability**

11.1. Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired

11.2. If this mortgage is executed by or on behalf of more than one person any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

12. **Acknowledgement and undertaking as to title deeds**

The Mortgagor acknowledges the right of the Mortgagee to the production of the documents specified in the Second Schedule (the possession of which are retained by the Mortgagor) and to delivery of copies of them and undertake with the Mortgagee for safe custody of them

IN WITNESS whereof the Mortgagor has executed this document as a deed the day and year first before written

Signed as a deed by

A director of Haigh

Developments – Victoria Buildings Ltd

In the presence of:

.....

HAWORTH HOLT BELL LIMITED
Grosvenor House
45 The Downs
Altrincham
Cheshire WA14 2QG
No: England 503 8210