



Registration of a Charge

Company Name: **HFA PROPERTIES AND DEVELOPMENTS LIMITED**

Company Number: **13264191**



Received for filing in Electronic Format on the: **02/03/2023**

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Details of Charge

Date of creation: **28/02/2023**

Charge code: **1326 4191 0001**

Persons entitled: **FAMILY FINANCE LIMITED**

Brief description: **36/37 FOX STREET, TREHARRIS, CF46 5HE**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CATHERINE RICHARDS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13264191

Charge code: 1326 4191 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2023 and created by HFA PROPERTIES AND DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2023 .

Given at Companies House, Cardiff on 3rd 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**

For use in respect of a limited company

THIS LEGAL CHARGE is made on

28th

FEBRUARY

2023,

BETWEEN:

- (1) HFA PROPERTIES AND DEVELOPMENTS LIMITED, a limited company incorporated in England and Wales with Company Number 13264191 and having their registered office at Trebeddau Farm, Mountain Hare, Merthyr Tydfil, Wales, CF47 0LH (the **Company**); and
- (2) **FAMILY FINANCE LIMITED**, a company incorporated in England and Wales with Company Number 00525612 and having their registered office at 93 Commercial Street, Tredegar, Gwent NP22 3DN (the **Lender** which expression shall include its successors and assignees whether direct or indirect),

IN RELATION TO:

the land described as 36-37 Fox Street, Treharris, (CF46 SHE) registered at the Land Registry with title number(s) CYM78685 and all of its Related Rights (the **Specified Land**).

1 INTERPRETATION

1.1 In this Legal Charge:

Charged Property means the whole or any part of the property of the Company from time to time mortgaged, charged or assigned to the Lender under clause 2 of this Legal Charge;

Costs means all outgoings, payments, losses, liabilities, costs, claims, demands, charges or expenses of any kind on a full indemnity basis including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on any of those things;

Enforcement Costs means all Costs incurred by the Lender or any receiver in taking, perfecting, enforcing or exercising any of the Lender's security or their respective rights and powers;

Receiver means any person appointed or to be appointed by the Lender as receiver or receiver and manager pursuant to this Legal Charge;

Related Rights means any freehold, leasehold or other estate or interest in land, and any reference to Specified Land shall include any buildings or fixtures and fittings attached to that land, any rents or income receivable from any right or interest granted in respect of that Specified Land and any rights or agreements relating to or benefiting that Specified Land or any of the foregoing;

Rental Income means the gross rents, licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Specified Land or any agreement for lease or otherwise without limitation derived by the Company from the Specified Land or otherwise paid to or received by the Company in respect of the Specified Land but not including payments made under any insurance policy relating to the Specified Land or any payments relating to service charges;

Secured Liabilities means all monies, debts, obligations and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind, whether present, future, actual or contingent, and in any currency (whether incurred alone or jointly with another) together with the Lender's charges, commission, interest and Enforcement Costs; and

VAT means Value Added Tax.

1.2 References to statutes and statutory provisions shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation.

1.3 References to property shall include any interest (legal or equitable) in real or personal property and anything in action.

1.4 Words importing the singular shall include the plural and vice versa.

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- 1.5 References to this Legal Charge and to any provisions of it, or to any other document shall be construed as references to the document in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.
- 1.6 Clause headings are for ease of reference only and are not to affect the interpretation of this Legal Charge.
- 1.7 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Lender and the Company in relation to them are incorporated in this Legal Charge to the extent required for any purported disposition of the Charged Property (or any of it) contained in this Legal Charge to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 CHARGE

The Company covenants to discharge and indemnify the Lender in respect of the Secured Liabilities on demand when due and as a continuing security for such discharge and indemnity and with full title guarantee the Company gives to the Lender:

- 2.1 a fixed charge by way of legal mortgage in respect of the Specified Land;
- 2.2 fixed charges in respect of
- 2.2.1 all insurance policies and the proceeds of any insurance in respect of any Specified Land;
 - 2.2.2 the benefit of any statutory compensation received or receivable in respect of any Specified Land whether arising under any powers to compulsorily acquire or otherwise;
 - 2.2.3 any goodwill relating to any Specified Land or the business or undertaking conducted from or at that Specified Land; and
- 2.3 an assignment of the Rental Income.

3 COVENANTS

The Company shall:

- 3.1 not create, purport to create or allow to subsist, any mortgage, charge, assignment, pledge, lien, right of set off, encumbrance, priority or other security interest (whether fixed or floating) over the whole or any part of the Charged Property without the Lender's prior written consent;
- 3.2 not grant or agree to grant any lease or tenancy or part with possession of the Charged Property or any part of it except for the purpose of residential and/or commercial letting in accordance with the required prior written consent of the Lender and on terms first approved by the Lender, which shall include, without limitation:
- 3.2.1 the approval of any tenancy agreement to be utilised by the Borrower(s); and
 - 3.2.2 (if appropriate) the suitability of the proposed tenant(s) of the Borrower(s),

and if the Lender gives consent to residential letting of the Charged Property, it must in any event not be let to any relation or family member of any shareholder, director or other person who has any interest in the Borrower(s), including but not limited to a spouse/civil partner (or equivalent thereof), sibling, parent, child, grandparent and grandchild;
- 3.3 observe and perform any restrictive covenants, stipulations or provisions which ought to be performed and observed by the Company in respect of the Charged Property, or procure the observation and performance of the same;
- 3.4 duly and punctually pay, or procure the punctual payment of, all rates, rents, taxes and other outgoings or liabilities of whatever nature in respect of any Specified Land forming part of the Charged Property or at which any Charged Property may be kept or stored;

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- 3.5 not dispose of, part with, or share possession or occupation of any of its Specified Land and forming part of the Charged Property save in the ordinary course of its business of letting the Charged Property;
- 3.6 not to contravene any provisions of Town and Country Planning legislation, and not to (without first obtaining the Lender's written consent) carry out any development within the meaning of that legislation or materially alter any of the Charged Property, and within 7 days of receiving any order notice or other document relating to planning or any other matter affecting or likely to affect the Lender's security, to give particulars of such order notice or document to the Lender;
- 3.7 at all times keep all chattels comprising part of the Charged Property in good and substantial repair and condition and fit for purpose and where it is uneconomic to repair any part of them shall replace such part by another similar asset of equal or greater quality and value;
- 3.8 repair and keep in good and substantial repair, and if necessary rebuild or reinstate, all buildings or other erections, any services for such buildings and any fixtures and fittings at any time in or upon any of its Specified Land and forming part of the Charged Property;
- 3.9 permit the Lender or its agents with or without surveyors workmen and others at all reasonable times to inspect any Specified Land forming part of the Charged Property including without limitation any premises upon which any of the Charged Property may be kept or stored to view the state of repair of such Specified Land and other assets and to carry out at the Company's expense any repairs thereto which the Lender considers reasonably necessary (without thereby becoming liable as a mortgagee in possession) and it is agreed that all Costs incurred by the Lender in respect thereof shall form part of the Secured Liabilities;
- 3.10 ensure all Charged Property is comprehensively insured for such amount and against such risks as the Lender shall from time to time require with such insurers and otherwise on such terms as the Lender shall consider necessary (provided always that the Lender shall accept insurance effected under any lease under which the Company holds the Charged Property in satisfaction of the Company's obligations under this clause 3.11);
- 3.11 notify the Lender of any circumstances that may give rise to any insurance claim and hold on trust for the Lender all proceeds of any insurance of the Charged Property;
- 3.12 at the Lender's option, apply the proceeds of an insurance of the Charged Property in making good the relevant loss or damage, or to reduce the Secured Liabilities whether or not then due;
- 3.13 punctually pay, or procure the punctual payment of, all premiums and other monies necessary for keeping the aforesaid insurances in force;
- 3.14 deposit with the Lender all insurance policies (or copies where the Lender agrees) should the Lender so require;
- 3.15 deposit with the Lender all deeds and documents of title relating to the Charged Property should the Lender so require;
- 3.16 not compound, release, exchange, set off, grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Lender under this deed or do anything whereby the recovery of the same may be impeded delayed or prevented; and
- 3.17 provide the Lender with such additional financial and other information concerning the Company as the Lender shall reasonably request from time to time including without limitation any relating to a lender's obligation to know its customer.

4 FURTHER ASSURANCE

- 4.1 The Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further secure the payment or discharge of the Secured Liabilities or in connection with the enforcement of this Legal Charge.
- 4.2 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all Specified Land in the following terms:

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"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 for the time being of the charge dated **28/2/2023** in favour of Family Finance Limited referred to in the charges register".

5 ENFORCEMENT

This Legal Charge will become enforceable and all the Secured Liabilities will become payable on demand when:

- 5.1 any of the Secured Liabilities are not paid and/or discharged in accordance with their respective terms;
- 5.2 the Company so requests the Lender in writing (whether or not the Lender has entered into or taken possession of the Charged Property);
- 5.3 any step is taken (including, without limitation, making an application, giving notice of intention to appoint, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards the appointment of an Administrator in respect of the Company;
- 5.4 any step is taken (including, without limitation, presenting a petition, making an application or proposal, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards a company voluntary arrangement or other composition or compromise of the Company's liabilities, the winding up or dissolution of the Company, or the appointment of a liquidator (whether provisional, interim or otherwise), trustee, receiver, or similar officer to the Company or any part of its undertaking or assets;
- 5.5 any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charged Property;
- 5.6 the Company is in breach of any of the terms of this Legal Charge;
- 5.7 any information given by the Company or any guarantor of the Company's obligations is discovered to be inaccurate or untrue in any material respect;
- 5.8 the Company is unable to pay its debts as they fall due, or (taking into account contingent and prospective liabilities) has liabilities in excess of its assets;
- 5.9 the Company ceases to carry on business; or
- 5.10 any guarantor serves notice to terminate or crystallise their liability under their guarantee and indemnity or otherwise seeks to avoid that liability.

6 POWERS

- 6.1 For the purposes of all powers implied by statute the Secured Liabilities will be deemed to have become due and payable at the date of this Legal Charge.
- 6.2 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (*Powers incident to estate or interest of mortgagee*), as varied or amended by this Legal Charge, shall be immediately exercisable at any time after the security created by this Legal Charge becomes enforceable.
- 6.3 Section 103 of the Law of Property Act 1925 (*Regulation of exercise of power of sale*) will not apply to this Legal Charge.
- 6.4 The restriction on the consolidation of mortgages contained in section 93 of the Law of Property Act 1925 (*Restriction on consolidation of mortgages*) will not apply to this Legal Charge.
- 6.5 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its absolute discretion think fit. The Lender is not obliged to comply with any of the provisions of section 99 (*Leasing powers of mortgagor and mortgagee in possession*) and section 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act 1925.

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- 6.6 Each of the Lender, and any Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the Charged Property and the Company agrees that the Lender may agree whatever basis of remuneration it considers appropriate with any Receiver.
- 6.7 Section 109 of the Law of Property Act 1925 (*Appointment, powers, remuneration and duties of receiver*) shall not apply to this Legal Charge.
- 6.8 At any time after this Legal Charge becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Property or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be conclusive and binding on the Company. All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.
- 6.9 The Lender may exercise all powers granted to Receivers by this Legal Charge, whether as attorney for the Company or otherwise.
- 6.10 If the Company shall fail to do any of the things or pay any of the sums provided for in clause 3 (*Covenants*) the Lender shall be entitled (but not obliged) to do those things or pay those amounts either in the name of the Company or in its own name and the Company shall indemnify the Lender in respect of any Costs incurred in respect thereof, which Costs shall also form part of the Secured Liabilities.
- 6.11 Any Costs which pursuant to this Legal Charge are to form part of the Secured Liabilities shall accrue interest at the highest rate (including any default rate) and shall compound at the most frequent intervals provided for in relation to any part of the Secured Liabilities.

7 RECEIVERS

- 7.1 The Lender may at any time after the security created by this Legal Charge becomes enforceable (whether or not the Lender has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Lender) to be a Receiver upon such terms as to remuneration and otherwise as the Lender may from time to time think fit and may similarly remove any such Receiver and appoint another Receiver in his stead and any Receiver so appointed shall be the agent of the Company for all purposes.
- 7.2 A Receiver has all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 (so far as such powers undertake, or could undertake to the Charged Property) and all other powers from time to time conferred on receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Legal Charge or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.
- 7.3 Where more than one Receiver is appointed, each Receiver has the power to act jointly and severally unless the Lender specifies otherwise in the appointment of such Receiver.
- 7.4 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 6 (*Powers*) or otherwise and so that, amongst others, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment is made of a Receiver.
- 7.5 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees (which the Lender shall be entitled to determine) and any VAT thereon and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 (*Appointment, powers, remuneration and duties of receiver*).

8 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Lender shall be concerned to enquire:

- 8.1 whether all or some part of the Secured Liabilities has become due; or

For use in respect of a limited company

- 8.2 whether a demand for such Secured Liabilities has been duly made; or
- 8.3 whether any power which the Lender or Receiver is purporting to exercise has become exercisable; or
- 8.4 whether any money remains due to the Lender; or
- 8.5 how any money paid to the Lender or Receiver is to be applied.

9 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender, nor any Receiver will by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Lender or Receiver arising under this Legal Charge, nor for any act, default, neglect, or misconduct of any nature whatsoever.

10 SUSPENSE

- 10.1 If the Lender receives notice of any charge or other interest affecting the Charged Property, or if this Legal Charge becomes enforceable, the Lender may suspend any obligation to make any further advance to the Company.
- 10.2 Subject to clause 10.3 any payments received by the Lender from the Company after the date of any such notice or event will be deemed to have been applied in repayment of any Secured Liabilities arising after that date.
- 10.3 The Lender may apply any payments received from the Company to reduce any of the Secured Liabilities, as the Lender decides.

11 POWER OF ATTORNEY

- 11.1 By way of security, the Company irrevocably appoints the Lender, each person deriving title from the Lender and any Receiver, as the case may be, severally to be its attorney (with full power to appoint substitutes and to sub-delegate) on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Legal Charge and which the Company is, or may become, obliged to do pursuant to this Legal Charge or any perfection, protection or enforcement action in connection with it.
- 11.2 The Company hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender or a Receiver the actions of an attorney appointed under clause 11.1.

12 CUMULATIVE AND CONTINUING SECURITY

- 12.1 This Legal Charge is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.
- 12.2 The security constituted by this Legal Charge is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other instrument which creates security.
- 12.3 The Lender may consolidate this Legal Charge with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

13 SET-OFF

The Company agrees that at any time after this Legal Charge has become enforceable the Lender may without notice or further demand set-off any amount due from the Company against any amount due from the Lender to the Company howsoever arising and on any account whatsoever.

14 ASSIGNMENT

- 14.1 The Lender may at any time (without notice or consent) freely assign, transfer, charge, declare any trust or otherwise dispose of all or any part of the benefit of this Legal Charge

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- 14.2 The Lender may transfer any of its obligations or duties (if any) under this Legal Charge to any person, and upon any such transfer the transferring Lender shall be released from them. This will not affect the Company's obligations under this Legal Charge.
- 14.3 The Company may not assign, transfer, novate or otherwise dispose of any part of the burden of this Legal Charge or assign, transfer, novate, charge, declare any trust or otherwise dispose of any rights arising out of this Legal Charge or out of any actions taken or payments made under it.
- 14.4 The Company irrevocably authorises the Lender to disclose confidential information concerning the Company or its affairs to any member of the Lender's group, its auditors, advisers, insurers, any applicable regulatory authority or any person that enters into or may enter into or benefit from any assignment, transfer, declaration of trust, charge or other disposition of any of the Lender's rights or obligations or to any person in connection with the listing of any instrument by the Lender.

15 SEPARATE PROVISIONS

Every provision contained in this Legal Charge shall be severable and distinct from every other provision and if any of them shall to any extent be or become invalid or unenforceable the validity and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired as a result.

16 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

17 COUNTERPARTS

This Legal Charge may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument.

18 NOTICES

- 18.1 All consents, notices and demands must be in writing, and in the case of any notice to be received by the Borrower in writing shall include email.
- 18.2 The Lender may deliver a notice or demand to the Company at its registered office or at the contact details (including at an email address) last known to the Lender, being those notice details included on the final page of this Legal Charge, or as updated in writing by the Borrower to the Lender from time to time.
- 18.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax or email, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is any day of the week other than a Saturday, a Sunday or a national holiday in England and Wales.
- 18.4 A notice from the Company to the Lender will be effective on actual receipt.
- 18.5 Any sum stated in a demand signed by an official of the Lender shall be conclusive evidence that such sum is properly due and payable save in the event of manifest error.
- 18.6 The Lender may make more than one demand.

19 GOVERNING LAW

- 19.1 This Legal Charge, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.

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- 19.2 For the benefit of the Lender, the Company irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Legal Charge in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.

20 THIRD PARTY RIGHTS

A person who is not a party to this Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Legal Charge but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Legal Charge or any part of this Legal Charge which is permitted in accordance with its terms).

IN WITNESS WHEREOF this Legal Charge has been executed and delivered as a deed on the date written at the beginning of this Legal Charge and the parties to this Legal Charge intend that it takes effect as a deed notwithstanding the fact that the Lender may only execute to this Legal Charge under hand, or not at all.

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Executed as a deed by

HFA PROPERTIES AND DEVELOPMENTS LIMITED

)
)
)

Director

MATTHEW (S-111)

POE

acting by a director in the presence of

Philip Anthony Evans
RJM Solicitors
34 Victoria Street
Merthyr Tydfil
CF47 8BW

Signature of witness

P. Allen

Name (in BLOCK CAPITALS)

Philip Anthony Evans

Philip Anthony Evans

RJM Solicitors

Address

Philip Anthony Evans
34 Victoria Street

RJM Solicitors

Merthyr Tydfil

34 Victoria Street

CF47 8BW

Merthyr Tydfil

CF47 8BW

Notice Details

Address:

HFA PROPERTIES AND DEVELOPMENTS LIMITED

Fax No:

[Fax No]

- EMAIL MATTHEW@1988@GOOGLEMAIL.COM

Telephone No:

[Tel No]

07852 976 328

Attention:

The Directors

SIGNED for and on behalf of

)

FAMILY FINANCE LIMITED by:

)

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