

MR01

Particulars of a charge



Go online to file this information
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A fee is be payable with
Please see 'How to pay'

☒ **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 the
instrument Use form MR02



A19 08/12/2016 #153
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 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 00579091
Company name in full The Bobath Centre for Children with Cerebral Palsy

5 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 01/12/2016

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 TUESDAY SOCIAL INVESTMENT CIC

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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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

Brief description

The freehold property known as The Bobath Centre,
250 East End Road, London N2 8AU for more details
please refer to 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

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 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

☐

① This statement may be filed after the registration of the charge (use form MR06)

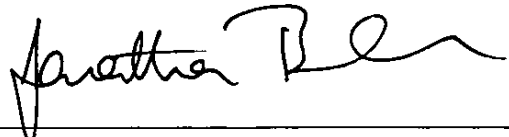
9

Signature

Please sign the form here

Signature

Signature

X  X

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 Kim Whitaker

Company name Bircham Dyson Bell LLP

Address 50 Broadway

Post town

County/Region London

Postcode S W 1 H O B L

Country

DX 2317 Victoria

Telephone



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: 579091

Charge code. 0057 9091 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2016 and created by THE BOBATH CENTRE FOR CHILDREN WITH CEREBRAL PALSY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2016.

00

Given at Companies House, Cardiff on 14th December 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

1 December

2016

(1) THE BOBATH CENTRE FOR CHILDREN WITH CEREBRAL
PALSY

and

(2) TUESDAY SOCIAL INVESTMENT CIC

LEGAL CHARGE

relating to The Bobath Centre, 250 East End Road, London N2
8AU

I CERTIFY that this is a true copy of the original

Signed K. Whitaker

Name K.M. WHITAKER Date 6.12.16

Bircham Dyson Bell LLP
50 Broadway
London SW1H 0BL



BIRCHAM DYSON BELL

50 Broadway London T +44 (0)20 7227 7000
SW1H 0BL United Kingdom F +44 (0)20 7222 3480
DX 2317 Victoria www.bdb-law.co.uk

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THIS LEGAL CHARGE is made on

BETWEEN

- (1) **THE BOBATH CENTRE FOR CHILDREN WITH CEREBRAL PALSY** (registered charity number 229663) incorporated and registered in England and Wales with company number 00579091 whose registered office is at The Bobath Centre, 250 East End Road, London N2 8AU (**Mortgagor**)
- (2) **TUESDAY SOCIAL INVESTMENT CIC** incorporated and registered in England and Wales with company number 08840358 whose registered office is c/o Bircham Dyson Bell, 50 Broadway, London SW1H 0BL (**Mortgagee**)

NOW THIS DEED WITNESSES as follows

1 Definitions

In this charge, unless the context otherwise requires

- 1.1 the **Act** means the Law of Property Act 1925,
- 1.2 the **Agreement** means the facility agreement dated 1 December and made between the Mortgagor (1) and the Mortgagee (2),
- 1.3 the **Condition** means the condition in Part 1 of the Standard Commercial Property Conditions (Second Edition),
- 1.4 the **Property** (subject to clause 1.1) means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to the **Property** include any part of it,
- 1.5 the **Secured Sums** means all sums due to the Mortgagee under the Agreement, and
- 1.6 the expression the **Mortgagor**, where the context so admits, includes the person for the time being entitled to redeem this security and the **Mortgagee**, where the context so admits, includes its successors in title and assigns

2 Charge

- 2.1 Subject to clause 2.2 below, the Mortgagor with full title guarantee charges the Property by way of a legal mortgage as a continuing security to the Mortgagee with the payment of all money covenanted to be paid by the Mortgagor under this charge but shall not create a lien on the Property
- 2.2 If the Mortgagor creates any further charges over the Property, the Mortgagee will in accordance with the terms of any side letter to the Agreement given by the Mortgagee to the Mortgagor enter into such deeds of postponement as the Mortgagor shall reasonably require to enable the Mortgagor to grant charges with priority over this Legal Charge

3 Statutory powers

- 3 1 The statutory powers conferred upon the Mortgagee as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge.
- 3 2 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security.

4 Enforcement of security

4.1 Powers to be exercisable without restrictions

Failing repayment of the Secured Sums as and when they become properly due to the Mortgagee pursuant to the terms of the Agreement this security shall become enforceable and the powers conferred upon the Mortgagee by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property

4.2 Appointment of receiver

- 4 2 1 At any time after this security has become enforceable, the Mortgagee may by writing under the hand of any officer of the Mortgagee and upon giving prior written notice to the Mortgagor
- (a) appoint any person, whether an officer of the Mortgagee or not, to be a receiver of the Property or any part of it, and
 - (b) remove any such receiver, whether or not appointing another in his place, and
 - (c) may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.
- 4 2 2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 4 2 3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned to
- (a) take possession of, collect and get in the Property,
 - (b) repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
 - (c) dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or

accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise,

- (d) exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,
- (e) make any arrangement or compromise in respect of the rights of the Mortgagor,
- (f) appoint employ or dismiss managers, officers, contractors or agents,
- (g) retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- (h) do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- (i) do anything in relation to the Property that he could do if he were absolutely entitled to it

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Mortgagee and shall not be responsible, nor shall the Mortgagee be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration

4 3 Exercise of receiver's powers by the Mortgagee

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Mortgagee may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise

5 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority

- 5 1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,
- 5 2 in payment of the interest remaining unpaid, and
- 5 3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled. If the Mortgagee so determines payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount that the sum ultimately realised from the security may be sufficient to pay

6 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Mortgagee and any person nominated for the purpose by the Mortgagee in writing under hand by an officer of the Mortgagee, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Mortgagee to ratify and confirm all acts or things made, done or executed by the attorney.

7 Liability of receiver

Neither the Mortgagee nor any receiver appointed by the Mortgagee shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

8 Persons dealing with receiver

No person dealing with the Mortgagee or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to

- 8 1 whether this security has become enforceable,
- 8 2 whether any power exercised or purported to be exercised by it or him has become exercisable,
- 8 3 the propriety or purpose of the exercise of any power under this charge,
- 8 4 whether any money remains due on the security of this charge, or
- 8 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

The receipt of the Mortgagee or any receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

9 Assignment by the Mortgagee

The Mortgagee may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

10 Demands and notices

A demand or notice under this charge shall be made in accordance with the notice provisions in the Agreement

11 Governing Law and Jurisdiction

This Legal Charge and the rights and obligations of the parties under it will be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts

12 Charities Act Clause

12 1 The Property is held by The Bobath Centre for Children with Cerebral Palsy, a non-exempt charity and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply

12 2 The charity trustees of The Bobath Centre for Children with Cerebral Palsy hereby certify that the Mortgagor has the power under the Trusts of the charity to effect this charge and have obtained and considered such advice as is set out in section 124 of that Act, and complied with sections 124-126 of the Act

13 Release

If for whatever reason the Secured Sums cease to be repayable to the Mortgagee, the Mortgagee hereby covenants to release this Charge and shall provide to the Mortgagor without cost such release or discharge as the Mortgagor shall require

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE

The freehold property known as The Bobath Centre, 250 East End Road, London N2 8AU and registered at the Land Registry with absolute title under title number NGL260689


SIGNED as a deed by **THE BOBATH CENTRE**)
FOR CHILDREN WITH CEREBRAL PALSY)
acting by a director and its)
secretary or by two directors)

Director

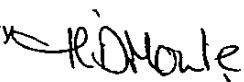
Director/Secretary

SIGNED as a deed by **TUESDAY SOCIAL**)
INVESTMENT CIC acting by a director and its)
secretary or by two directors)

Director


JONATHAN BREWSTER

~~Director~~/Secretary


Helen Howe

SIGNED as a deed by THE BOBATH CENTRE)
FOR CHILDREN WITH CEREBRAL PALSY)
acting by a director and its)
secretary or by two directors)

Director



Director/Secretary



SIGNED as a deed by TUESDAY SOCIAL)
INVESTMENT CIC acting by a director and its)
secretary or by two directors)

Director

Director/Secretary