



**Registration of a Charge**

Company name: **TOGETHER COMMERCIAL FINANCE LIMITED**

Company number: **02058813**



X88BM7F6

Received for Electronic Filing: **24/06/2019**

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**Details of Charge**

Date of creation: **05/06/2019**

Charge code: **0205 8813 0031**

Persons entitled: **TOGETHER COMMERCIAL FINANCE LIMITED**

Brief description: **215 WINCHESTER AVENUE, STOKE ON TRENT ST0 0LL 20 LAWTON STREET, STOKE ON TRENT, ST6 1AZ**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **CHARLOTTE BEECK-SMITH**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2058813

Charge code: 0205 8813 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2019 and created by TOGETHER COMMERCIAL FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2019 .

Given at Companies House, Cardiff on 25th June 2019

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

# LEGAL CHARGE

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the Lender is not paid you may lose the assets charged. In the case of registered land this document and any priority agreement with any other lender will be a public document.

05/06/2019 \* CROK

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated 05/06/2019 is given by the Mortgagor to the Lender upon the terms set out below.

Mortgagor:

WEDGEWOOD DEVELOPMENTS LIMITED (Company Number 11894302) whose registered office is at 27 Collingtree Court, SOLIHULL, B92 7HU

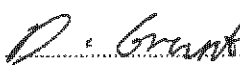
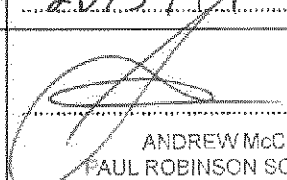
Lender: Together Commercial Finance Limited (company number 2058813), trading as Together, of Lake View, Lakeside, Cheadle, SK8 3GW  
Property:

215 Winchester Avenue, STOKE-ON-TRENT, ST2 0LL and 20 Lawton Street, STOKE-ON-TRENT, ST6 1AZ

registered with [freehold/leasehold] [title absolute] under the Title Number:

1. The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges all as set out in clause 1 of the Mortgage Conditions with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clause.
2. This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule.
3. The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge.
4. The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 1 of the Mortgage Conditions.

This Legal Charge has been executed as a Deed by the undersigned on the above date.

<b>EXECUTED</b> as a <b>DEED</b> by the <b>MORTGAGOR</b> acting by two directors or one director and the secretary	 ..... Director Signature
	<u>DAVID GRANT</u> ..... Director Name
	<u>20/5/19</u> ..... Date
	 ..... Director/Secretary Signature
	ANDREW MCCLINTOCK PAUL ROBINSON SOLICITORS LLP THE OLD BANK 470-474 LONDON ROAD WESTCLIFF-ON-SEA ESSEX SS0 9LD ..... Director/Secretary Name
	<u>20/5/19</u> ..... Date

Q. Where you have requested that we send to you the loan monies by telegraphic transfer then a fee of £30.00 will be charged for this, which is included within your Loan Facility shown in A.

R. By signing this Agreement you agree that the following statements will apply:

- You have read and agree to all the terms and conditions of this Agreement and its attached Security.
- All the figures and details have to the best of your knowledge been entered on this Agreement correctly.
- You are sure that you can afford to repay the Total Loan Facility on the Repayment Date and to make the monthly interest payments as shown in J (or as varied under clause 5 overleaf), together with any first mortgage payments if this Agreement is secured by a second mortgage.
- You are sure that all information provided by you in connection with your application for the Loan Facility is true and accurate.
- You acknowledge that we will rely upon these statements made by you when lending the Total Loan Facility.

If you are unsure about anything then please let us know or alternatively you should seek independent legal or appropriate professional advice before signing this Agreement and the Security.

**Important:** This is an interest only bridging loan and so your repayments cover only the interest and not the capital borrowed. You should ensure that you have a viable exit strategy to repay the capital at the end of the term.

Signature(s) of Director for and on behalf of the Borrower(s)	<i>[Signature]</i>			
Date(s) of signature(s)	20/5/19			
Signed on behalf of the Lender ..... Date .....				

## TERMS AND CONDITIONS

1.
  - a. We agree to lend you the Total Loan Facility as set out in F overleaf.
  - b. You agree to repay the Total Loan Facility advanced by us by the Repayment Date unless we agree to extend the Repayment Date under clause 13 below.
  - c. You agree to pay us interest on the Total Loan Facility by making the monthly interest payments set out in J overleaf, but subject to our right to increase or reduce the amount of monthly interest payments under clause 5 below. The first monthly interest payment will fall due one calendar month after the date on which we advance the Total Loan Facility (the "Due Date") and subsequent monthly interest payments shall be payable on the same date in each subsequent month. If there is no corresponding date in the month, the monthly interest payment will fall due on the last day of that month.
  - d. Interest is calculated on the due date of each monthly interest payment by applying the interest rate per month then current under this Agreement to the Balance Outstanding on the previous due date (or, for the calculation of the interest for the first monthly interest payment, the Balance Outstanding on the date we advance the Total Loan Facility to you). The resulting amount is then added to the Balance Outstanding. The "Balance Outstanding" means the aggregate of the Total Loan Facility, fees and charges charged by us and interest added on each due date for monthly interest payments less any payments made by you.
  - e. You may make repayments of the Total Loan Facility in addition to the required monthly interest payments.
  - f. Any amount that remains outstanding on the Repayment Date (or any extension thereof) shall be payable on demand.
2. You also agree to pay us:
  - a. all reasonable legal and other costs (including our own internal legal costs) that we reasonably incur or pay to a third party (i) arising from your default or a breach of the terms of this Agreement and or the terms of the Security, including, without limitation, if a cheque that you have given to us is dishonoured or we are unable to obtain payment under a standing order or direct debit and (ii) where we take steps or action reasonably required to protect or preserve our Security over the Property or the value of the Property;
  - b. our cost of tracing you if you do not notify us of any change of address as required under clause 6 below;
  - c. interest at the rate of interest per month then current under this Agreement on any amount referred to in clause 2 (a) and (b) above; The level of the charge to be made by us in any of the circumstances described in this clause is shown in our Tariff of Charges and which may be varied by us by giving you not less than fourteen days' notice to reflect any change in the costs incurred in carrying out the work; Any charges payable by you will be added to the Balance Outstanding at the time such charges are incurred and interest will be charged on such charges as set out in clause 1(d) above.
3. You must make each monthly interest payment to us on the date on which it is due to be paid under J overleaf. If you are late in making a monthly interest payment, in addition to our other rights, you must pay us interest on the monthly interest payment from when it was due until it is paid at the rate of interest per month then current under this Agreement (both before and after any judgment made against you).
4. Where the interest rate on your mortgage is variable, we may vary the interest rate at any time. However, we will only change the interest rate for one (or more) of the reasons below:
  - a. if there is a change or we know there is about to be a change to the law or regulatory requirements we follow and there is a change to the cost of following those laws or those regulations. This includes any recommendations that are made by an ombudsman or similar body, or any relevant codes of practice or general industry practice;
  - b. if there is or we reasonably expect a change in the risk presented to us to provide you with loans. This includes the cost of safeguarding against the risk;
  - c. if there is a change or we reasonably expect a change to the costs we have in raising money we lend to you or in our loans business generally;
  - d. if there is a change to or we reasonably expect a change to the Bank of England Base Rate or LIBOR (or any replacement).

'our loans business' as referred to above, includes both new loans (if any) and existing loans.

Where we do change the interest rate for any of the reasons stated above, the change will be a proportionate response to the reason giving rise to that change.

In the event that we change the interest rate, we will give you at least 28 days' notice in writing before such change in interest rate takes effect. We will inform you of what the interest rate is varied to and the resulting increase or decrease in the number or amount of your monthly payments and when the change in your monthly repayments will take effect.
5. We may increase or reduce the amount of your monthly interest payment to take account of any change in the rate of interest per month under clause 4 above; any repayment of the Total Loan Facility under clause 1 (e) above and any fee payable on any extension to the Repayment Date under clause 13 below. You will be given not less than fourteen days notice in writing of any change in the amount of your monthly interest payment.
6. You must notify us immediately of any change of address.
7. If:
  - a. you fail to make any payment due to us on the date on which it is due to be paid; or
  - b. you are in breach of any material obligation under these terms and conditions and you fail to remedy the breach within a reasonable time of us requesting you to do so; or
  - c. the Security shown in N overleaf has been obtained as a result of fraud; or
  - d. the application for the Loan Facility contained information on which we based our lending decision that was untrue, misleading or incomplete; or
  - e. the Security shown at N overleaf is or becomes at any time unenforceable; or
  - f. you do not meet your obligations under the Security shown at N overleaf or of any prior charge or mortgage over the Property; or
  - g. you (if more than one person is named as Borrower, any of you) become bankrupt, a petition is presented or an order is made for your sequestration, or you enter into an arrangement with creditors or a trustee, receiver, administrator, administrative receiver or liquidator is appointed over all or any part of your assets or any other analogous proceedings; or
  - h. you sell, create, agree to create or purport to create any subsequent security over the Property or create a further interest (such as a lease or trust) in the Property, unless we have consented in writing to you doing this; or
  - i. any substantial part of the Property is demolished or damaged to the extent that the value of the Property is reduced; or
  - j. the Property, or part of it, has been or will be acquired under any compulsory purchase order issued by a local authority, highways authority or any other authority that is empowered to issue such an order;

then we will be entitled to demand payment of the Balance Outstanding, including, the Exit Fee. Interest will be payable on this amount from the date of demand until it is paid (both before and after any judgement made against you) at the rate of interest per month then current under this Agreement.
8. Upon repayment of the Total Loan Facility in full at any time you agree to pay us:
  - a. the Exit Fee (see clause K overleaf);
  - b. the Redemption Administration Fee (see clause L overleaf); and
  - c. any solicitors costs incurred (where solicitors are instructed) for dealing with the repayment including the preparation of settlement figures, the release of any deeds, the preparation and execution of an discharges or releases and dealing with any queries from you in connection with this

If you choose to end this Agreement early you must pay these charges together with the Balance Outstanding. Should you repay the Total Loan Facility in full part way through a particular month during the Term, for the avoidance of doubt, a full month's interest will be due to us in any event and interest will not be levied or apportioned on a daily basis under any circumstances.
9. You may make repayments of the Total Loan Facility in addition to the required monthly interest payments set out overleaf. If you do so any Exit Fee as shown in K overleaf will still be due to us from you on the repayment in full of the Total Loan Facility.
10. The Property must be kept insured by you under a comprehensive buildings insurance policy for all usual risks (including fire, theft, storm and flood) for its full rebuilding cost and this cover must be put in place on or before the date of this Agreement. You will be required to provide us with

11. You hereby agree that we may refer any arrears or late payments incurred by you or the ongoing administration of this Agreement to a third party debt collection agency for collection or ongoing administration. You hereby agree that all reasonable charges levied by such third party debt collection agency are to be paid by you when incurred by us.
12. If you were introduced to us by a Broker, that Broker was not acting as our agent and had no authority to bind us in any way. We are not responsible for anything that the Broker may have said or written to you. Any Broker Fee shown in C overleaf represents a fee you have agreed to pay to the Broker. You authorise us to pay any Broker Fee shown in C overleaf from the Total Loan Facility. We will also make a payment to the Broker of an amount of £0.00 for fully packaging the case, introducing you to us and for selling any life or payment protection insurance. We may also make additional payments to the Broker at a later date dependent on a number of factors including the quality of the business introduced to us of between 0.1% to 3.75% of the total business introduced to us. By signing this Agreement you are consenting to us making all these payments to the Broker. You should be aware such payments by us may prevent your Broker from giving unbiased advice when selecting, or advising you on a loan and or insurance which is suitable for your needs.
13. In the event that you do not pay all sums due to us by the Repayment Date in I overleaf (or any extension of the Repayment Date under this clause) we will, at our discretion, extend the Repayment Date from that set out in I overleaf (or from any extension of the Repayment Date which has been previously agreed under this clause), and we shall be entitled to add to the Balance Outstanding on the anniversary of the date of completion of the Security and on each anniversary thereafter (on a non interest bearing basis) an amount equal to 5% per annum of the Total Loan Facility by way of a renewal fee. This will be payable when you repay the Balance Outstanding in full.
14. We may assign or transfer our rights under this Agreement (in whole or in part) provided that this does not adversely affect your rights under this Agreement. You may not transfer or assign your rights.
15. If we do not enforce any or all of the terms of this Agreement at any time that will not prevent us from doing so after that.
16. Upon request from you we may at our absolute discretion agree to roll up the agreed monthly interest payments into the Total Loan Facility so that they are paid by you when the Total Loan Facility is repaid in full. For the avoidance of doubt, we are not obliged under any circumstances to consider or accept such a request from you. In addition you hereby acknowledge that we may revoke our decision to agree to a roll up of monthly interest payments any time as we see fit and on doing so the monthly interest payments will then be due in accordance with the agreed level and frequency set out in J overleaf. In addition, in such circumstances any monthly interest payments previously rolled up with our agreement shall be payable upon demand by us to you.
17. This Agreement will only take effect once funds to be advanced pursuant to this Agreement are released by us. The Lender will be deemed to have signed this Agreement (if it has not already) at the same time as funds are released.
18. We may make a temporary arrangement with you not to enforce the terms of this Agreement strictly or may grant you an indulgence without losing the right to enforce the terms later.
19. Any notice to you under this Agreement may be given by sending the same by post addressed to you at your address stated I overleaf or if there is more than one person named as Borrower at the address of the first named Borrower or at such other address as may have been notified to us by you and if so sent shall be deemed to be served two working days after the date of posting. 'Working day' means any day from Monday to Friday save for bank or public holidays. In proving service it shall be sufficient for us to show that the letter containing the notice was properly addressed, stamped and posted.
20. You agree with us that this Agreement shall be governed by English Law (except where the assets of the Security are situated in Scotland in which case it shall be governed by Scots Law) and that the English Courts (in Scotland, the Scottish courts) shall have non-exclusive jurisdiction in relation to it.
21. You agree that all communications from us under this Agreement shall be in English.
22. Any survey and/or valuation report on the Property obtained by or on our behalf is strictly confidential to us and no warranty or guarantee is made or deemed to be made by us as a result of any of the contents of such survey and/or valuation report in the event that this Agreement is completed as to the value, worth or condition of the Property.
23. Where title insurance is required by us, the amount is shown overleaf under Financial and Related Particulars. The title insurance protects us in the event that there is a defect in title in respect of the Property. The insurance is for our benefit only and does not give you any rights or benefits.