

003283/46

In accordance with
Sections 859A 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
Please see 'How to pay'



A14 *A791ØR6A*
28/06/2018 #307
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is for**
You may not use this form to
register a charge where the
instrument. Use form

THURSDAY

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 0 2 2 5 4 1 6 3

Company name in full Douglas Printers Limited

For official use

→ **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 0 8 0 6 2 0 1 8

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 Cyril Bennett

Name Kathleen Bennett

Name

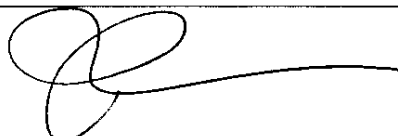
Name

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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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. Brief description ✓ Premises at Woodhouse Drive Wigan in title number GM485280	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. ✓ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. ✓ <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

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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	Robert Ian Armstrong
Company name	Platt & Fishwick
Address	47 King Street
Post town	Wigan
County/Region	
Postcode	W N 1 1 D B
Country	
DX	19318 Wigan
Telephone	01942 243281



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: 2254163

Charge code: 0225 4163 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2018 and created by DOUGLAS PRINTERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2018.

Given at Companies House, Cardiff on 5th July 2018

(DF)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We certify this to be
a true copy of the
original document

Platt & Fishwick
Solicitors Wigan

THIS LEGAL CHARGE is made the 20th day of June 2018

BETWEEN DOUGLAS PRINTERS LIMITED of Woodhouse Drive, Wigan WN6 7NT ('the Borrower') and **CYRIL BENNETT** and **KATHLEEN BENNETT** both of 5 Balmoral Road, Pemberton, Wigan WN5 9EN ('the Lender')

Definitions

1. In this Mortgage the expressions in the first column have the meanings in the second column:

'the Advance' means the sum of One hundred and Eighty thousand pounds (£180,000.00)

'the Property' means the property described in the Schedule

'the Interest Rate' 2% above the base lending rate for the time being of Barclays Bank plc

'the Repayment Date' means the date calculated by reference to clause 4 hereof

Legal Charge

2. The Borrower acknowledges receipt from the Lender of the Advance and charges with full title guarantee the Property by way of Legal Mortgage with payment of the Advance and all other sums becoming due under this Mortgage free of interest

Payment Covenants

3. The Borrower covenants with the Lender:

3.1. To pay the Advance upon the Repayment Date

- 3.2. To pay on demand any other sum becoming due under the provisions of this Mortgage but free of interest unless the Advance is not repaid upon the Repayment Date from which time the advance will carry interest at the Interest Rate until the date of actual repayment
- 3.3. To repay on demand all costs and expenses incurred by the Lender in connection with the actual or intended exercise of any power of the Lender under this Mortgage but free of interest

Repayment Date

4. The Repayment Date is the date of the earliest of the following events to occur:
 - 4.1. The transfer (meaning the execution and delivery of the same and not any subsequent registration) for money or moneysworth of the Borrower's legal estate in the Property
 - 4.2. Any disposition of a legal or equitable estate or interest in the Property not falling within 4.1 (other than the making of a contract intended to lead to a disposition within 4.1)
 - 4.3. Material breach of any provision of this Mortgage
 - 4.4. The bankruptcy or insolvency of the Borrower or the levying of any execution or distress against any asset of the Borrower
 - 4.5. The date which falls 18 months from and including the date of this deed

Borrower's Covenants

5. The Borrower covenants with the Lender:

5.1. To Repair

To keep the Property and all additions in repair to maintain the decoration in good

order and keep the gardens in a proper state of cultivation

5.2. To Insure

5.2.1. To insure the Property against the risks comprised in a “householders policy” in an amount at least equal to the Advance increased annually in accordance with the increase last published before the renewal date of the Index of House Rebuilding Costs prepared by the Association of British Insurers and the Building Costs Information Service of the Royal Institute of Chartered Surveyors over that last published before the date of his Mortgage or the last renewal

5.2.2. To expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) in making good the damage leading to the payment

5.3. To Pay Outgoings

To pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property

5.4. Alienation Restriction

Not to let agree to let or licence others to occupy nor to part with or share possession or occupation of the Property or any part of it nor to hold it on trust for any other person

5.5. To use as dwelling, to comply with statutes and forward notices

5.5.1. To use the Property only as a single private dwellinghouse and to comply with all statutory requirements affecting the Property

5.5.2. To forward a copy of any notice received from any public or statutory authority or the owner or occupier of any neighbouring premises

5.6. To perform Contracts

To observe and perform all covenants and obligations affecting the Property and to indemnify the Lender against any loss or liability arising from breach or non-performance

5.7. To permit entry

To permit the Lender and any other person reasonably authorised by him in writing to enter upon and inspect the Property

Date of Sale Power arising

9.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser or other party dealing with the Lender for value arise on the 30th April 2006

9.2 Consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage

IN WITNESS whereof the Borrower has hereunto signed and delivered this as his Deed the day and year first before written

THE SCHEDULE

The freehold property known as premises at Woodhouse Drive, Wigan being all the land comprised in Title Number GM485280

SIGNED as a Deed by **DOUGLAS**)
PRINTERS LIMITED acting by a)
Director)

Director

EC Barnett

In the presence of:



SUSAN ELIZABETH HOUGHTON
25 Bridgeman TERRACE
WIGAN WN1 1TD .