



**Registration of a Charge**

Company name: **BIDWICK LTD**

Company number: **04901110**

Received for Electronic Filing: **05/09/2019**



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**Details of Charge**

Date of creation: **16/08/2019**

Charge code: **0490 1110 0008**

Persons entitled: **TOGETHER COMMERCIAL FINANCE LIMITED**

Brief description: **559 & 559A HIGH ROAD, ILFORD, IG1 1TZ FOR FURTHER INFORMATION  
PLEASE REFER TO THE INSTRUMENT ATTACHED.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or  
undertaking of the company).**

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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: **PRIORITY LAW LIMITED**



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

Company number: 4901110

Charge code: 0490 1110 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2019 and created by BIDWICK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2019 .

Given at Companies House, Cardiff on 6th September 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 (CORPORATE INCLUDING FLOATING 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.

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated 16 August 2019 is given by the Mortgagor to the Lender upon the terms set out below.

Mortgagor:

BIDWICK LTD (Company Number 04901110) whose registered office is at 191 Goodmayes Lane, ILFORD, IG3 9PW

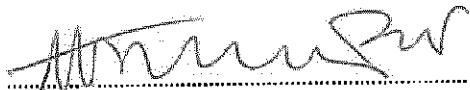
Lender: Together Commercial Finance Limited (company number 2058813), trading as Together, of Lake View, Lakeside, Cheadle, SK8 3GW.  
Property:

559 & 559A High Road, ILFORD, IG1 1TZ

registered with [freehold/leasehold] [title absolute] under the Title Number: EGL349502 & EGL517317


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.

EXECUTED as a DEED by the MORTGAGOR acting by two directors or one director and the secretary	 ..... Director Signature
	<u>SYED FASIH ASGHAR</u> <u>SHAH</u> ..... Director Name
	<u>13-08-2019</u> Date
	..... Director/Secretary Signature
	..... Director/Secretary Name
	..... Date

*Signed before me:*

Form of charge filed at HM Land Registry under reference MD1491B

  
**Sajjad Hussain Kayani**  
Solicitor - Commissioner for Oaths  
128 Ilford Lane, Ilford IG1 2LE  
DX: 200859 Ilford 4

13/08/2019

## SCHEDULE

### Mortgage Conditions

1. The Mortgagor with full title guarantee charges all legal estates or interests in the Property (which for the avoidance of doubt includes all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property) which belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities.
2. The Mortgagor further charges to the Lender:
  - i. by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest); and
  - ii. by way of floating charge, all the undertaking, property, assets and rights of the Mortgagor (present and future) wherever situate not effectively mortgaged or charged pursuant to clauses 1 and 2.1.
3. The Mortgagor authorises the Lender to correct any incorrectly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge.
4. The Mortgagor further covenants with the Lender and agrees and declares as follows:-
  - i. the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risks for its full reinstatement value including site clearance and architects fees and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the Insurers for any monies receivable under such policy of insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand;
  - ii. the Mortgagor will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premium paid;
  - iii. the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities;
  - iv. the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not do anything which will devalue them and shall not make any structural alterations without the Lender's consent;
  - v. the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it;
  - vi. the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property or his possession or use of it, served on him by any local authority or any other person or both;
  - vii. the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement;
  - viii. the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property;
  - ix. the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the Property its use or occupation, whether imposed by English or EU law or regulation or by any other public or local authority or utility company, and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency;
  - x. the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property;
  - xi. Where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an application for planning permission at any time during the term of the loan the Borrower hereby agrees as a condition of this loan proceeding to:-
    - a. develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached to the relevant planning permission ("the Works");
    - b. notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (sent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Security. The Borrower hereby waives any professional legal privilege in respect of the same;
    - c. notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to triggering the relevant planning permission that authorises the Works;
    - d. procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;
    - e. procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the Lender;
    - f. abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security;
    - g. abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's cost on a full indemnity basis;
    - h. without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Security of the ongoing progress of the Works as the Lender sees fit;
    - i. agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the Security.
5. In any case where the Property consists of registered land the Lender applies for a restriction to be entered on the Proprietorship Register in the following terms:  
 "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of the Lender referred to in the charges register" and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case:
  - i. by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and;
  - ii. The Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower.
6. Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry.
7. Where this Legal Charge is not a first mortgage and any prior mortgagees or chargees is in possession of the Property, in the event that the Lender reasonably considers that (i) the Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagees or chargees is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagees or chargees of any sums outstanding to them (in full or in part). All money paid in doing so (including all reasonable costs and disbursements) shall be added to the Liabilities and shall bear interest at the interest rate prevailing at that time to the prior mortgagees or chargees or the interest rate being charged by the Lender under the Credit Agreement, whichever is the lower.
8. Subject to clause 9, the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides.
9. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debt to the relevant account) be appropriated towards or have the effect of discharging or part of the Liabilities outstanding at the time of receiving such notice.

## TERMS AND CONDITIONS

- SEE A TRUE COPY OF

## DECLARATION

a copy of the buildings insurance schedule relating to the Property with our interest noted on it. Where you fail to insure (or keep insured) the Property to our satisfaction we may insure the Property as we see fit. The costs of such insurance are payable by you, including an administration fee relating to our time spent in arranging this. You acknowledge that any insurance effected by us at any time is for our benefit only and may be cancelled at any time by us without notice to you. No action by us in insuring the Property obviates your obligation to ensure that the Property is insured to our satisfaction.

CERTIFIED THIS TO  
BE A TRUE COPY OF  
THE ORIGINAL

*David Williams*  
*24/07/19*

**DAVID WILLIAMS LTD**  
COMMISSIONERS FOR OATHS  
74 ILFORD LANE, ILFORD  
ESSEX, IG1 2LA  
Tel: 020 8478 5599 Fax: 020 8478 7728

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 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.

CERTIFIED THIS TO  
BE A TRUE COPY OF  
THE ORIGINAL

*David S. G. Jones*  
*26/07/19*

**DAVID S. G. JONES LTD**  
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ESSEX, IG1 2LA  
Tel: 020 8478 5599 Fax: 020 8478 7728

16.07.19