



Registration of a Charge

Company Name: **WPF SOLUTIONS UK LIMITED**

Company Number: **11254208**



Received for filing in Electronic Format on the: **13/03/2024**

XCYTJXF7

Details of Charge

Date of creation: **01/03/2024**

Charge code: **1125 4208 0001**

Persons entitled: **PHILLIP ANDREW DICK**

Brief description: **LAND AT 24 BRACKENDALE, BRADFORD, BD10 0SJ**

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: **UMBERTO VIETRI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11254208

Charge code: 1125 4208 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2024 and created by WPF SOLUTIONS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2024 .

Given at Companies House, Cardiff on 18th March 2024

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**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [privacy notice](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [our guidance](#).

1	Title number(s) of the property: WYK878382
2	Property: 24 Brackendale, Bradford BD10 0SJ
3	Date: 01 MARCH 2024
4	Borrower: WPF Solutions UK Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11254208 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

We hereby certify this to be a true and accurate copy of the original

AWB Charlesworth WPF

AWB CHARLESWORTH SOLICITORS LIMITED
AIRESIDE HOUSE, AIRESIDE BUSINESS CENTRE
ROYD INGS AVENUE, KEIGHLEY BD21 4BZ

Date: 01 March 2024

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

5 Lender for entry in the register:

Phillip Andrew Dick

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:
2 Wharfedale Court, Menston, Ilkley, LS29 6RJ

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

"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 01 MARCH 2024 in favour of Phillip Andrew Dick referred to in the charges register or their personal representatives or their conveyancer"

Insert details of the sums to be paid
(amount and dates) and so on.

9 Additional provisions

9.1 The following definitions apply in this legal charge:

"Agreement" means the loan agreement for the principal sum of £217,000.00 dated ~~01 March~~ 2024 and made between (1) the Lender and (2) WPF Solutions UK Limited ("borrower")

"Principal Sum" means the sum due to the Lender pursuant to the terms of the Agreement.

"Property" means the freehold property 24 Brackendale, Bradford BD10 0SJ

"BORROWERS obligations" all of WPF Solutions UK Limited liabilities to the Lender pursuant to the Agreement

"Receiver" means a receiver or a receiver and manager of any or all of the Property.

9.2 Charge

9.2.1 In consideration of the Lender paying the Principal Sum to WPF Solutions UK Limited and for the purpose of securing the discharge on demand of WPF Solutions UK Limited obligations the Borrower hereby charges to the Lender by way of a legal mortgage of all legal interests and otherwise by way of a fixed charge of the Property.

9.2.2 For the purposes of this deed, the Property shall include:

- a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the property;
- c) the benefit of any covenants for title given or entered into by the Borrower or any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- d) all rights under any license, agreement for sale or agreement for lease in respect of the Property

9.3 Representations and Warranties

The Borrower makes the following representations and warranties to the Lender on the date of this deed and the representations and warranties are deemed to be repeated each day with reference to the facts and circumstances existing at the time of repetition;

9.3.1 The Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;

9.3.2 the Property is free from any security or encumbrance other than this deed and any subsequent security created with the consent of the Lender;

9.3.3 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;

9.3.4 the Borrower has not received notice of any adverse claim by any person in respect of the Property or any interest in it;

9.3.5 there is no breach of any law or regulation that materially and adversely affects the Property; and

9.3.6 the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

9.4 Covenants

The Borrower hereby covenants with the Lender:

9.4.1 to keep the Property in a good and tenantable condition;

9.4.2 to pay all rates, taxes and other outgoings in respect of the Property as and when they become payable;

9.4.3 to comply with all regulations and legislation in respect of the Property, including without limitation, all environmental legislation

9.4.4 not to change the use of nor materially alter the Property or plans for the Property without the prior written consent of the Lender;

9.4.5 not to do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this deed;

9.4.6 to promptly give full particulars to the Lender of any notice, howsoever and in whatever form received, which relates to a matter that may affect the Property or the effectiveness of the security created by this deed and (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps in respect of such notice as the Lender thinks fit; and

9.4.7 not to mortgage, lease, let or otherwise part with or share possession of the Property or any part thereof without the prior written consent of the Lender.

9.5 Enforcement

9.5.1 The security constituted by this deed shall become immediately enforceable in the event of any breach by the Borrower of any provision of the Agreement or this deed.

9.5.2 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 9.5.1 above.

9.5.3 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire whether the power of sale has arisen.

9.5.4 At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver, who shall act as agent of the Borrower, of all or any part of the Property and the Lender shall have full discretion as to their remuneration and subsequent removal

9.5.5 To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to the Property whether or not it has taken possession of the Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver

9.5.6 By way of security, the Borrower irrevocably appoints the Lender and any Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that such attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or any Receiver

9.6 Indemnity

The Borrower shall full and effectually indemnify the Lender and any Receiver and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with this deed.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10

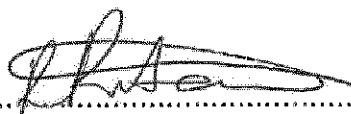
Execution

Executed as a Deed by
Phillip Andrew Dick



In the presence of:

Witness Signature:.....



Name of Witness:.....

Rebecca Pritchard

Address:.....

36 Moss Carr Road

BD21 4SD

Executed as a Deed by the said
WPF Solutions UK Limited

By two directors or one director
And the company secretary

In the presence of:

Witness Signature:.....

Name of Witness:.....

Address:.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in

Execution as a deed usually means that a witness must also sign, and add their name and address.

10

Execution

Executed as a Deed by
Phillip Andrew Dick

In the presence of:


Witness Signature:.....

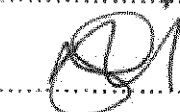
Name of Witness:.....

Address:.....
.....

Executed as a Deed by the said
WPF Solutions UK Limited

By two directors or one director
And the company secretary





In the presence of:

Witness Signature: 

Name of Witness: MARTIN HANSEN

Address:.....

2 KINGFISHER, GOSLEY, LS20 9PZ

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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