



**Registration of a Charge**

Company Name: **CORIEL ORTHOPAEDICS GROUP LTD**

Company Number: **14063095**



Received for filing in Electronic Format on the: **05/04/2024**

XD0EXDF4

**Details of Charge**

Date of creation: **27/03/2024**

Charge code: **1406 3095 0001**

Persons entitled: **INDUSTRIAL PALLET AND TRANSPORT SERVICES LIMITED**

Brief description: **THE FREEHOLD LAND SHOWN EDGED WITH RED ON THE PLAN OF  
TITLE NUMBER SYK88071 FILED AT THE REGISTRY AND BEING 138  
BECKETT ROAD, WHEATLEY, DONCASTER DN2 4BA.**

**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: **AUSTIN MOORE**



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

Company number: 14063095

Charge code: 1406 3095 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2024 and created by CORIEL ORTHOPAEDICS GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2024 .

Given at Companies House, Cardiff on 9th April 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**

DATED 27th March 2024

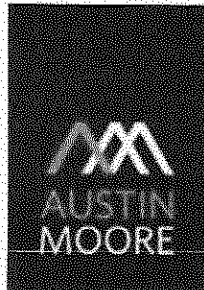
- LTD
- (1) CORIEL ORTHOPAEDICS GROUP LIMITED and  
(2) INDUSTRIAL PALLET AND TRANSPORT SERVICES LIMITED

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**LEGAL CHARGE**

in respect of  
138 Beckett Road, Wheatley,  
Doncaster (DN2 4BA)

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Solicitors

LEGAL CHARGE

2024

BETWEEN:

1 **CORIEL ORTHOPAEDICS GROUP LIMITED** (registered in England and Wales number 14063095) having its registered office at 138 Beckett Road, Doncaster, South Yorkshire, DN2 4BA ("Borrower"); and

2 **INDUSTRIAL PALLET AND TRANSPORT SERVICES LIMITED** (registered in England and Wales number 03148044) having its registered office at The Offices, Glassworks Way, Snape Lane, Harworth, Doncaster DN11 8SP ("Lender").

## RECITALS

- A The Lender has agreed to make available to the Borrower a loan facility of Three Hundred and Two Thousand Seven Hundred and Fifty pounds (£302,750.00) and it is a condition to that loan facility that the Borrower enters into this deed.
- B The Borrower has agreed to enter into this deed in order to secure for the Lender the right to recover the Borrower's Obligations in the event that the Borrower defaults on its obligations contained in clause 2 of this deed.

## THIS DEED WITNESSES THAT:

### 1. INTERPRETATION

- 1.1. In this deed the following terms shall have the meanings set out below:

**"Loan Agreement"** means an agreement bearing even date with this deed made between the parties hereto relating to a loan in a principal amount of Three Hundred and Two Thousand Seven Hundred and Fifty pounds (£302,750.00).

**"Borrower's Obligations"** means amounts payable by the Borrower to the Lender pursuant to the Loan Agreement and/or this deed.

**"Property"** means all that property referred to in the Schedule hereto.

**"Receiver"** means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Lender pursuant to clause 6.

- 1.2. **Successors and assigns**

The expressions "Borrower" and "Lender", where the context admits, include their respective successors in title and assigns.

- 1.3. **Headings**

Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this deed.

#### 1.4. **Construction of terms**

In this deed, unless the context otherwise requires:

- (a) references to clauses and the schedule are to be construed as references to the clauses of, and the schedule to, this deed and references to this deed include its schedule;
- (b) references to (or to any specified provision of) this deed, or any other document, shall be construed as references to this deed, that provision or that document as in force for the time being and as amended, supplemented, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;
- (c) words importing the plural shall include the singular and vice versa; and
- (d) references to the "Property" includes any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same.

#### 1.5. **Effect as a deed**

This deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

### 2. **CHARGE**

The Borrower covenants to discharge the Borrower's Obligations when due and as a continuing security for such discharge and with full title guarantee, charges to the Lender by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Borrower's interest in the Property or its proceeds of sale).

### 3. **COVENANTS ETC.**

3.1. The Borrower will not without the Lender's prior written consent:-

- (a) create or permit to arise any mortgage, charge or lien on the Property other than as permitted pursuant to the Loan Agreement;
- (b) grant or accept a surrender of any lease or licence of the Property other than as permitted pursuant to the Loan Agreement;

- (c) dispose of or part with or share possession or occupation of the Property other than as permitted pursuant to the Loan Agreement.
- 3.2. The Borrower hereby consents to the Lender's application to the Chief Land Registrar in Form RX1 for the registration of the following restriction against the registered title specified in the Schedule:

"RESTRICTION: 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 on behalf of INDUSTRIAL PALLET AND TRANSPORT SERVICES LIMITED (registered in England and Wales number 031480441912 having its registered office at The Offices, Glassworks Way, Snape Lane, Harworth, Doncaster DN11 8SP or its conveyancer".

#### **4. POWERS OF THE LENDER**

- 4.1. Following the power of sale exercisable pursuant to this legal charge becoming enforceable the Lender may without restriction grant or accept surrenders of leases of the Property.
- 4.2. Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.
- 4.3. The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts defaults and remuneration.
- 4.4. All or any of the powers conferred on a Receiver by clause 6 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 4.5. The Lender will not be liable to account to the Borrower as Lender in possession for any money not actually received by the Lender.
- 4.6. As between the Borrower and the Lender the Lender will not exercise the statutory power of sale or of appointment of a Receiver or its power to take possession of the Property unless there has been a failure to pay the Borrower's Obligations for more than seven days after they have become due. In the event of any such non-payment or default the Lender shall be entitled to exercise such rights and to possession of the Property as if all moneys secured by this deed were immediately due and payable.
- 4.7. Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

#### **5. DEMAND AND ENFORCEMENT**

- 5.1. This deed shall become enforceable:-

- (a) upon any non-payment of the Borrower's Obligations when due;
- (b) upon request being made by the Borrower to the Lender for the appointment of a Receiver; and
- (c) upon the passing of any resolution, or the presentation of a petition for the winding up (save for a voluntary winding up for the purposes of amalgamation or reconstruction) of the Borrower or the making of an application for an administration order in relation to the Borrower.

## **6. RECEIVERS**

- 6.1. At any time after this deed has become enforceable the Lender may appoint any person or persons to be a Receiver or Receivers of all or any part of the Property hereby charged. The appointment of the Receiver shall be in writing and may be signed by any officer of the Lender.
- 6.2. Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which, in the case of two Receivers, may be exercised jointly or severally:-
  - (a) to take possession of and generally manage the Property and any business carried on at the Property;
  - (b) to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
  - (c) to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
  - (d) to sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property;
  - (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower;
  - (f) to take continue or defend any proceedings and enter into any arrangement or compromise;
  - (g) to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
  - (h) to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies;



- (i) to borrow any money and secure the payment of any money in priority to the Borrower's Obligations for the purpose of the exercise of any of his powers; and
- (j) to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.

6.3. A Receiver shall apply all money he receives:-

- (a) first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees; and
- (b) secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

## **7. POWER OF ATTORNEY**

The Borrower irrevocably appoints the Lender and any Receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which the Borrower is required to do pursuant to the terms of this deed.

## **8. APPROPRIATION**

The Lender may open a new account or accounts in the name of the Borrower 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 debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Borrower's Obligations outstanding at the time of receiving such notice.

## **9. FURTHER ASSURANCE**

The Borrower will (at the Borrower's own cost) at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security.

## **10. MEMORANDUM AND ARTICLES OF ASSOCIATION**

The Borrower certifies that this deed does not contravene the Borrower's memorandum and articles of association.



## **11. LENDER'S OBLIGATIONS**

- 11.1. The Lender will on the receipt in full of the Borrower's Obligations release from this deed (and from the restriction referred to in Clause 3.2) the Property.

## **12. NOTICES**

- 12.1. Any notice, demand or other communication by the Lender under this deed may be sent by first-class pre-paid post or delivered personally to the Borrower at the Borrower's address last known to the Lender.
- 12.2. Any notice shall be deemed to have been received, subject as otherwise provided in this deed, in the case of a first-class pre-paid letter, on the second day following posting and, in the case of a letter delivered by hand to the last known address of the party to be served at the time of delivery.

## **13. MISCELLANEOUS**

Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

## **14. GOVERNING LAW**

This deed shall be governed by and construed in accordance with English law.

## **15. ASSIGNMENT**

The Lender shall not be entitled to assign or otherwise deal with the benefit of this deed.

**IN WITNESS** of which this document has been executed and, on the date set out above, delivered as a deed.

## **SCHEDULE**

### **Property**

The Freehold land shown edged with red on the plan of Title Number SYK88071 filed at the Registry and being 138 Beckett Road, Wheatley, Doncaster (DN2 4BA).

EXECUTED as a DEED by

<sup>LTD</sup>  
**CORIEL ORTHOPAEDICS GROUP LIMITED**

acting by



D MORELL

a director

Director

in the presence of:

Witness' Signature:



Witness' Name:

NICOLA DIXON

Witness' Address:

KELLINGTON WINDMILL  
WEELAND ROAD  
KELLINGTON  
GOOLE DN14 0XT

EXECUTED as a DEED by

**INDUSTRIAL PALLET AND TRANSPORT SERVICES LIMITED**

acting by Nicholas Bennett,

a director

Director

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address: