

MR01
Particulars of a charge



Companies House



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A fee is be payable with
Please see 'How to pay' o

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

☒ What this form is NOT for
You may not use this form to
register a charge where the
instrument Use form MR0



A25 11/10/2016 #122
COMPANIES HOUSE

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 09232487

Company name in full DARTMOUTH HOMES LTD

☒ For official use
→ Filing 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 06/10/2016

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 IAIN ANDREW TURNER ✓

Name ISABEL JOY PATRICIA TURNER ✓

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

MR01

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

LAND AT 1 ROWLEY ROAD, GLASTONBURY, SOMERSET, BA6 8HU

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

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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

☒ Yes

☐ 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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

X

This form must be signed by a person with an interest in the charge

MR01

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	BRUCE SCOBIE
Company name	CHUBB BULLEID SOLICITORS
Address	7 MARKET PLACE
Post town	WELLS
County/Region	SOMERSET
Postcode	B A 5 2 R J
Country	UNITED KINGDOM
DX	DX 44902 WELLS
Telephone	0174 9836104

**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: 9232487

Charge code: 0923 2487 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2016 and created by DARTMOUTH HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2016

pl

Given at Companies House, Cardiff on 19th October 2016



Companies House



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

**H M Land Registry
Land Registration Act 2002
CHARGE OF WHOLE**

We certify this to be a
true copy of the original

Chubb Bulleid
7 Market Place
Wells, Somerset
BA5 2R1 7/10/16

District: Mendip

Title No: WS4334

Property: Land at 1 Rowley Road Glastonbury Somerset BA6 8HU

THIS LEGAL CHARGE is made the 6th day of October 2016
BETWEEN

- (1) **DARTMOUTH HOMES LTD** (Registered Co No 09232487) whose Registered Office is at The Old Dairy Upton Lane Dundry Bristol BS41 8NS ('the Borrower') and
- (2) **IAIN ANDREW TURNER and ISABEL JOY PATRICIA TURNER** both of The Old Primary School Moorland Bridgwater Somerset TA7 0AS ('the Lender')

RECITALS

- (1) The Borrower is registered at HM Land Registry as proprietor with title absolute (of the property described in the schedule to this deed subject as mentioned in the schedule but otherwise free from incumbrances
- (2) The Lender has agreed to lend to the Borrower up to £200,000 00 on condition that its repayment together with interest is secured in the manner set out below

NOW THIS DEED WITNESSES as follows

1 Definitions

In this legal charge

- 1 1 'the Interest Payment Days' means the first day in each month,
- 1 2 'the Interest Rate' means 4% a year above the base lending rate for the time being of Barclays Bank Plc,
- 1 3 'the Principal' means the sum of £200,000 00 together with any incremental payments made by the Lender to the Borrower to a maximum of £50,000 00,
- 1 4 'the Property' means the property specified in the schedule below and all buildings and fixtures on it, and
- 1 5 'the Redemption Date' means 6th April 2018 or earlier by mutual agreement subject to the provisions of 2 1 below

2 Payment of principal, interest and costs

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out below

2.1 Principal

The Borrower covenants with the Lender to pay the Principal to the Lender on the Redemption Date or, if earlier, immediately on demand if

2 1 1 any interest or other sum payable under this security is not paid within 28 days of becoming due, or

2 1 2 the Borrower or any surety fails to comply with any term, condition, covenant or provision of, or to perform any of his obligations or liabilities under, this or any associated or collateral security, or

2.1.3 any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect, or

2 1 4 any judgment or order made against the Borrower or any surety by any court is not complied with within 28 days, or

2 1 5 the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or

2 1 6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this deed or any other property of the Borrower or of any surety, or

2 1 7 in the case of an individual

(a) the Borrower or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part, or

(b) a petition is presented for the bankruptcy of the Borrower or any surety, or

(c) the Borrower or any surety dies or becomes of unsound mind, or

2 1 8 in the case of a company

(a) the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business, or

(b) the Borrower or any surety makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or

(c) a petition is presented for the making of an administration order in respect of the Borrower or any surety, or

(d) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety, or

(e) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

2.2 Interest

2.2 1 Payment

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate applicable from time to time, from the 2018, by equal monthly payments on the Interest Payment Days, such interest to be payable as well after as before any demand or judgment or the administration or liquidation, bankruptcy, death or insanity of the Borrower and for the avoidance of doubt it is hereby agreed and declared that between the date hereof and 2018 no interest shall be payable on the Principal or any part thereof

2 3 Capital

2.3 1 Payment

The Borrower covenants with the Lender to repay the Principal or part thereof (or so much of it as may from time to time remain outstanding) from the date of this Deed on the following events -

Subject to payment of all monies outstanding under a First Legal Charge of the Property dated

2016 between the Borrower (1) Bath and West Finance Limited (2) the sum of up to Fifty

Thousand Pounds (£50,000 00) upon legal completion of the sale of the third completed property constructed on the Property **TOGETHER WITH** on the sale of each of the fourth and fifth completed properties constructed on the Property one half of the balance then remaining **TOGETHER WITH** one half of any additional amounts lent by the Lender to the borrower under the Terms of this Deed and outstanding as at the date of payment and -

In any event any remaining balance outstanding two years from the date of this deed in its entirety **PROVIDED THAT** the First Legal Charge referred to has been repaid in full

2.4 Costs, charges, expenses and other liabilities

2.4.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest charged to the Lender from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal

2.4.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 2.4.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed,
- (b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,
- (c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender,
- (d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,
- (e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower, and
- (f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

3 Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

4 Borrower's representations and warranties

The Borrower represents and warrants to the Lender that

- 4.1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990
- 4.2 the Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made,

5 Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below

5.1 Repair

5.1.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

5.1.2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession

5.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

5.1.4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property

5.1.5 In the case of any Buildings erected on the Property pursuant to and in accordance with all necessary Planning Permissions including for the avoidance of doubt that dated 16 January 2012 issued by Mendip District Council under reference 2011/1972 or any statutory modification thereof ("the Permission") and all associated Building Regulation Approvals and other Statutory Consents, that the same shall be constructed in a good and workmanlike manner and in accordance with the requirements of a Warranty Provider recognized by the Council of Mortgage Lenders

5.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property except in accordance with the Permission 2011/1972

5.3 Insurance

5.3.1 Duty to insure

The Borrower will

(a) insure and keep insured the Property and all buildings and fixtures on it or in the course of construction insured for the full replacement value thereof and

(b) make all payments required for this purpose as and they become due and will when required by the Lender deliver to him a copy of the policy of insurance and the receipt for each payment

5.3.2 Indemnity for payments by the Lender

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Principal) All such money and interest shall be charged on the Property

5.4 Outgoings

The Borrower will punctually pay, and indemnify the Lender against, all rents, rates, taxes, levies, assessments, impositions, Service Charges and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

5.6 General covenant to produce notices etc

5.6.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party and will allow the Lender to make a copy of it

5.6.2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve

5.7 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

5.7.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

5.7.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it save by way of Assured Shorthold Tenancy in accordance with all Statutory requirements applicable thereto

PROVIDED THAT sales of completed units on the Property shall be permitted as will any other disposal necessary or expedient for the development of the Property

5.7 Compliance with conditions and stipulations contained in the Registered Title

5.10.1 The Borrower will observe and perform the conditions and stipulations contained or referred to in the Registered Title from time to time affecting the Property and binding on the Borrower

5.10.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms

5.10.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4

6 Lender's powers and rights

6.1 Exercise of statutory powers

6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security

6.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

6 2 Extension of statutory powers

6 2 1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

6 2 2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)

6 2 3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

6 3 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security

7 Indulgence and waiver

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

8 Demands and notices

8 1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower by first class letter post, telex or fax addressed to the Borrower at or by delivery to his usual or last known place of abode

8 2 The methods of service described in clause 9 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196

8 3 If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

9 Validity and severability

9 1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

9 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

10 Interpretation

10 1 Unless the context otherwise requires

10 1 1 the singular includes the plural and vice versa,

10 1 2 references to persons include references to firms companies or corporations and vice versa, and

10 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

10 2 Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

10 3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

10 4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it

10 5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation

10 6 Any reference to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named

11 Governing law and jurisdiction

11 1 This mortgage shall be governed by and construed in accordance with English law

11 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

11 3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

12 Consents

12 1 The Lender shall issue consent to any sale of part of the Property and acknowledges that any payments received on any sale of part of the Property shall be payable to Bath and West Finance Limited until their charge is paid in full and the Lender shall not raise any objection to any sale of part of the Property provided always that the Borrower and/or Bath and West Finance Limited shall use all reasonable endeavours (having regard to the circumstances of any such sale) to obtain the market price available on the open market

12 2 The Lender shall not raise any objection to the registration of any sub charge created by Bath and West Finance Limited and any sub charge created by Bath and West Finance Limited shall be registered and rank ahead of the charge of the Lender and any further advances made by Bath and West Finance Limited or any of their sub chargees shall be registered and rank ahead of the Lender's charge BUT SUBJECT ALWAYS to the First Legal Charge being for a principal sum of no more than £670,000 plus any fees, costs, interest and any other amounts due to Bath and West Finance Limited and any further advances limited to a further £100,000 over the principal sum and thereafter any further sums shall rank after the Lender's charge unless the Lender consents to the same ranking ahead of the charge to the Lender subject at all times to the terms of the mortgage loan offer dated 5th August 2016

13 Land Registry Restriction

The parties hereby agree and request the Chief Land Registrar to insert the following restriction on the Proprietorship Register of the abovementioned title and any certificate shall be provided in accordance with the provisions of clause 12 above -

'No disposition of the registered estate by the Proprietor of the registered estate, or by the Proprietor of any future registered charge is to be registered without a written certificate signed by Dartmouth Homes Limited or its conveyancer that the terms of a charge dated 2016 and made between Dartmouth Homes Limited and Iain Andrew Turner and Isabel Joy Patricia Turner have been complied with '


IN WITNESS whereof the parties hereto have set their hands the day and year first above written

**SCHEDULE
The Property**

ALL THAT freehold land and premises situate and known as land at 1 Rowley Road Glastonbury Somerset BA6 8HU and being the of the Land comprised and Registered at the Land Registry under Title No WS4334

EXECUTED as a deed by
DARTMOUTH HOMES LTD
acting by JAMES STEVEN LESLIE
as a director in the presence of -



W	Sign	
I	Name	Isabel Joy Patricia Turner
T	Address	7 Market Lane
N		Wells
E		Somerset
S		
S	Occupation	Solicitor

SIGNED AS A DEED AND DELIVERED)
By the said **IAIN ANDREW TURNER** and)
ISABEL JOY PATRICIA TURNER both)
In the presence of -)