



Registration of a Charge

Company name: **GATES GROUP LIMITED**

Company number: **03087549**



X6LTRCRC

Received for Electronic Filing: **22/12/2017**

Details of Charge

Date of creation: **21/12/2017**

Charge code: **0308 7549 0051**

Persons entitled: **HSBC BANK PLC**

Brief description: **357 CHIGWELL ROAD, WOODFORD GREEN, ESSEX (TITLE NUMBER: EGL 342053)**

Contains fixed charge(s).

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: **ADAM JONES, PARTNER, BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3087549

Charge code: 0308 7549 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2017 and created by GATES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2017 .

Given at Companies House, Cardiff on 28th December 2017


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

Checker's Initial	
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HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the 21 day of December two thousand and seventeen

BETWEEN Mortgagor: Gates Group Limited Number: 03087549
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) **the Property: Freehold property known as 357 Chigwell Road Woodford Green Essex registered at H M Land Registry with title number: ; EGL342053**
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt").

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by you under paragraph 24 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between Borrower and the Bank.

Form of Charge Filed at H M Land Registry under reference MD618J

3. Restriction

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

"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 *21 December 2017* in favour of the HSBC Bank plc referred to in the Charges Register".

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as deed by Gates Group Limited acting by

Signature _____ Director

Name in full _____
(Block letters)

(For use by a Company
without a Common Seal)

Signature _____ Director/Secretary

Name in full _____
(Block letters)

Signed as deed by Gates Group Limited acting by

Signature  Director

Name in full HEATH GREENALL
(Block letters)

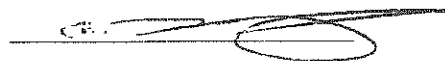
(For use where one director is
authorised to sign)

In the presence of:
Signature of witness  Witness

Full name of witness MATTHEW GRINDLEY
(Block letters)

BIRKETTS
BRIERLY PLACE
Address: NEW LONDON ROAD
CHELMSFORD CM2 0AP
Occupation: Solicitor

For and on behalf of HSBC Bank plc



HSBC Bank plc

MORTGAGE DEED CONDITIONS
(2006 edition)

- (i) pull down or remove the whole or any part of any building or remove or detach any fixture or fitting; or
- (ii) remove or detach any plant or machinery which belongs to, or is used by, you (except for replacement or repair).
- (d) If you, or anyone else, removes or detaches any fixture, fitting, plant or machinery or, if any is destroyed or damaged, you must immediately replace or repair it with one of the same or better quality.
- (e) Nothing in this paragraph requires you to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage.

Use of the Property

- 6
- (a) You must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with its authorised planning use.
 - (b) You must carry on any agricultural use of the Property in accordance with standards of good husbandry current from time to time.
 - (c) You must not, without the Bank's written consent:
 - (i) carry out any development as defined in the Town and Country Planning Act 1990; and/or
 - (ii) make or allow any change of use.

Your other responsibilities

- 7
- (a) You must comply with all obligations affecting the Property from time to time.
 - (b) You must immediately pay all rent and service charges and comply with all obligations under any lease of the Property.
 - (c) If the Bank reasonably requires, you must produce evidence sufficient to satisfy the Bank that you have complied with (a) and (b) above.
 - (d) You must comply with all statutory and other regulations affecting the Property.
 - (e) If you receive or become aware of any notice or proposal affecting the Property or its neighbourhood:
 - (i) you must inform the Bank immediately; and
 - (ii) if the Bank reasonably requires, you must at your own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations.

Inspection and valuation of the Property

- 8
- You will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency). The Bank may call for a valuation of the Property at your expense at any time the Bank reasonably requires.

Safeguarding the Bank's Security

- 9
- (a) You must not, without the Bank's written consent:
 - (i) agree to, or give, any licence or tenancy affecting the Property;
 - (ii) exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 (relating to grant and surrender of leases);
 - (iii) in any other way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Property;
 - (iv) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase; or
 - (v) apply for any improvement or other grant or do anything which might result in the Property being subject to a statutory charge.
 - (b) You must do everything in your power to prevent:
 - (i) any other person from being registered under the Land Registration Acts and Rules from time to time in force as proprietor of the Property and you will be liable for the expense incurred by the Bank in lodging from time to time notices against the registration of title to the Property; and
 - (ii) any person from becoming entitled to claim any right over the Property.
 - (c) You must do everything necessary to help the Bank to:
 - (i) confirm or protect its interest in the Property; and
 - (ii) exercise any of its rights under the Mortgage.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Mortgage has become enforceable.
 - (d) You must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the Assets.

When the Mortgage becomes enforceable

- 10
- You agree that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.
- 11
- The Mortgage shall become enforceable if:
- (a) the Debt, or any part of it, is not paid or discharged when due;

- 17 At any time after the Mortgage has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under the Mortgage, exercise all the powers of a receiver under the Mortgage.

Buying out prior Interests

- 18 If someone else has a prior interest in the Assets, the Bank may, at any time, buy out the interest or have it transferred to the Bank. You will be fully bound by the transaction.

Adjustments to Law of Property Act powers and restrictions

- 19 The Bank's rights and remedies under the Mortgage are in addition to, and not in substitution for, any given by law.
- 20 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to the Mortgage.

Making good your defaults

- 21 (a) If at any time you fail to comply with any of your obligations under the Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.
- (b) For the purposes of (a) above, the Bank or its agents may (but having no duty or liability to you to do so) enter the Property and if it does so, it shall not be deemed to have gone into possession.

Items left at the Property

- 22 (a) At any time after the Mortgage has become enforceable, the Bank or any receiver may (but having no duty or liability to you to do so) as your agent and at your expense, remove, store, preserve, sell or otherwise deal with any furniture, goods, vehicles, plant or machinery or other chattels or produce, crops or animals which you fail or refuse to remove from the Property.
- (b) Neither the Bank nor any receiver will be liable for any resulting loss or damage.
- (c) So far as may be lawful, the Bank may set-off any sums realised on any sale against the Debt.
- (d) Where the Bank or any receiver is in possession of any income from the Property, and any of the items mentioned in (a) above are left there, and produce income, any income received will be apportioned only in respect of the Property.

Protection of Purchasers

- 23 No one dealing with the Bank or any receiver needs to check that the powers under the Mortgage have arisen or are being properly exercised.

Payment of the Bank's Fees, Expenses and Costs

- 24 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to:
- (i) the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of the Mortgage; and
- (ii) the exercise by the Bank of its rights and powers under the Mortgage.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence and duration of the Mortgage

- 25 (a) The Mortgage is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.
- (b) No prior security held by the Bank over the Assets shall merge with the Mortgage.
- (c) The Mortgage remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank releases it in writing.

Determination

- 26 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower in the Mortgage.
- If you, or if there is more than one of you, any of you, or, if you are an individual, your personal representative, give the Bank a written notice of determination of the continuing security of the Mortgage, the Debt will be:
- (a) so much of the Debt as is owing (whether actually or contingently and whether or not demand shall have been made) to the Bank by the Borrower at the expiration of three months after actual receipt of the notice by the Bank; and
- (b) money agreed to be paid by you under paragraph 24 and by the indemnity in paragraph 33 of these Conditions, whether falling due before or after expiry of the notice.

Retention of the Mortgage

- 27 If the Bank reasonably requires, it may decline to release the Mortgage unless it is satisfied that any payment of the Debt will not be avoided whether as a preference or otherwise.

- (b) You agree, as a separate obligation, to indemnify the Bank against all loss occasioned by, or arising from, any legal limitation, disability or want of capacity or authority of, or affecting, the Borrower or any person acting or purporting to act on behalf of the Borrower regarding the Debt. The Bank will not enforce this indemnity except by realisation of the Assets.

Negligence in Realisations

- 34 The Mortgage shall not be affected as security for the Debt by any neglect by the Bank, or by any agent or receiver appointed by the Bank, in connection with the realisation of any other security (whether by way of mortgage, guarantee or otherwise) which the Bank may hold now, or at any time in the future, for the Debt.

Notices, Governing Law and Jurisdiction

- 35 Any demand, notice or proceeding under the Mortgage may be served:
- (a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or
 - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If the Bank is unable to serve notice on all of you (where there is more than one of you) service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any HSBC manager or officer.

- 36
- (a) The Mortgage shall be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with the Mortgage, its subject matter, negotiation or formation will be determined in accordance with English law.
 - (b) Both you and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with the Mortgage.

Disclosure of Information

- 37 You consent to the disclosure by the Bank of any information about you, the Mortgage, the Assets or the Debt to:
- (a) the Borrower; and/or
 - (b) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights under the Mortgage and/or the Debt, and any rating agencies and any advisers to the Bank in connection with such transfer; and/or
 - (c) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in connection with the Mortgage and/or the Debt; and/or
 - (d) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; and/or
 - (e) any insurer who is to, or proposes to, provide insurance to the Bank in respect of the Assets and/or the Debt; and/or
 - (f) any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

- 38
- (a) The Bank may transfer all or any of its rights under the Mortgage and/or the Debt to any person at any time.
 - (b) If the Bank transfers all or any of its rights under the Mortgage and/or the Debt, yours and the Borrower's rights under the Mortgage and/or the Debt (as the case may be) will stay exactly the same.
 - (c) You and the Borrower will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to you and the Borrower so far as that person assumes the Bank's obligations.
 - (d) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of its rights under the Mortgage and/or the Debt.
 - (e) You will not transfer all or any of your rights under the Mortgage and/or the Debt without the prior written consent of the Bank.
 - (f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
 - (i) the term **transfer** means sale, assignment and/or transfer;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **persons** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement