



Registration of a Charge

Company name: **AFC BOURNEMOUTH LIMITED**

Company number: **06632170**

Received for Electronic Filing: **29/03/2018**



X72S4LAI

Details of Charge

Date of creation: **28/03/2018**

Charge code: **0663 2170 0008**

Persons entitled: **SONIA ANN MASON
SALLY VANESSA HARDING
ESTATES RESOURCES & MANAGEMENT LIMITED**

Brief description: **THE FREEHOLD PROPERTY AT CANFORD MAGNA GOLF CLUB, MAGNA ROAD, WIMBORNE, DORSET REGISTERED AT LAND REGISTRY UNDER TITLE NUMBER DT175834.**

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: **LESTER ALDRIDGE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6632170

Charge code: 0663 2170 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2018 and created by AFC BOURNEMOUTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2018 .

Given at Companies House, Cardiff on 3rd April 2018

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

28 March

2018

- (1) Sonia Ann Mason
Sally Vanessa Harding
Estates and Resources Management Limited
- (2) AFC Bournemouth Limited

Frederick

2

LEGAL CHARGE
IN RESPECT OF LAND AT
CANFORD MAGNA GOLF CLUB, CANFORD MAGNA, WIMBORNE,
DORSET

Lester Aldridge LLP
Solicitors
Real Estate Team
Russell House
Oxford Road
Bournemouth
Dorset
BH8 8EX

Tel: 01202 786161
Fax: 01202 786143

E mail: catherine.rawles@la-law.com
Ref: 6.CLR.EST.15.1

THIS LEGAL CHARGE is made

28 March

2018

BETWEEN:

- (1) **SONIA ANN MASON** of Green Farm Cottage, Benham Lane, Fawley Green, Henley-on-Thames, Oxon, RG9 6JF **AND SALLY VANESSA HARDING** of Harry's Cottages, Knighton Lane, Wimborne, Dorset, BH21 3AS and **ESTATE & RESOURCES MANAGEMENT LIMITED** (company registration number 02667540) whose registered office is at Energy Control Centre, Arena Way, Off Magna Road, Wimborne Dorset BH21 3BW (**Chargee**) *Freeholders*
- (2) **AFC BOURNEMOUTH LIMITED** (company registration number 06632170) whose registered office is at Vitality Stadium Dean Court Kings Park Bournemouth Dorset BH7 7AF (**Owner**)

BACKGROUND

- (A) By an overage deed of today's date and made between the Sonia Ann Mason and Sally Vanessa Harding (1) Estate & Resources Management Limited (2) and the Owner (3) ("the Overage Deed") the parties agreed that the Owner will pay a proportion of any uplift in value of the Property as a result of any residential development of the Property within the Overage Period (as defined in the Overage Deed) to the Chargee in accordance with the terms of the Overage Deed.
- (B) It was agreed by the parties to the Agreement that this Deed would be executed by the Owner in order to secure payment to the Chargee of the sums agreed to be paid by the Owner under the terms of the Overage Deed.
- (C) The parties intend insofar as such payments can be secured by way of a charge by way of legal mortgage that such payments will be so secured under the terms of this Deed but insofar as they cannot be so secured that they will be secured by way of an equitable charge.

1 Definitions

- 1.1 In this Legal Charge (unless the context otherwise requires) the following words and expressions have the following meanings:

1925 Act the Law of Property Act 1925;

2002 Act the Land Registration Act 2002;

Agreement An Agreement for the sale and purchase of the Property dated 24 August 2017 made between (1) Sonia Ann Mason and Sally Vanessa Harding and (2) Estate & Resources Management Limited and (3) AFC Bournemouth *TS*

Disposal a disposition within the meaning of section 27(2) of the Land Registration Act 2002 (other than an Exempt Disposal);

Exempt Disposal any disposal or the grant of any easement or wayleave for nominal

consideration for the siting of an electricity substation gas governor pumping station road or other similar service facility or the grant of any easements or rights wholly for the benefit of the development of the Property as a football training ground.

Interest interest at 3% above the base rate from time to time of National Westminster Bank plc calculated on a daily basis during the period beginning on the first day on which the relevant sum is due and ending on the date on which the payment is made whether before or after any judgment and compounded on the usual quarter

Overage Deed An Overage Deed of even date and made between the Sonia Ann Mason and Sally Vanessa Harding (1) Estate & Resources Management Limited (2) and the Owner (3); *Letters*



Overriding Interest (in the case of registered land) all those interests listed in schedule 3 to the 2002 Act and (in the case of unregistered land) all those interests listed in schedule 1 to the 2002 Act and any interests which fall within section 11(4)(c) of the 2002 Act (including in the case of both registered and unregistered land all those interests inserted into those schedules by schedule 12 to the 2002 Act);

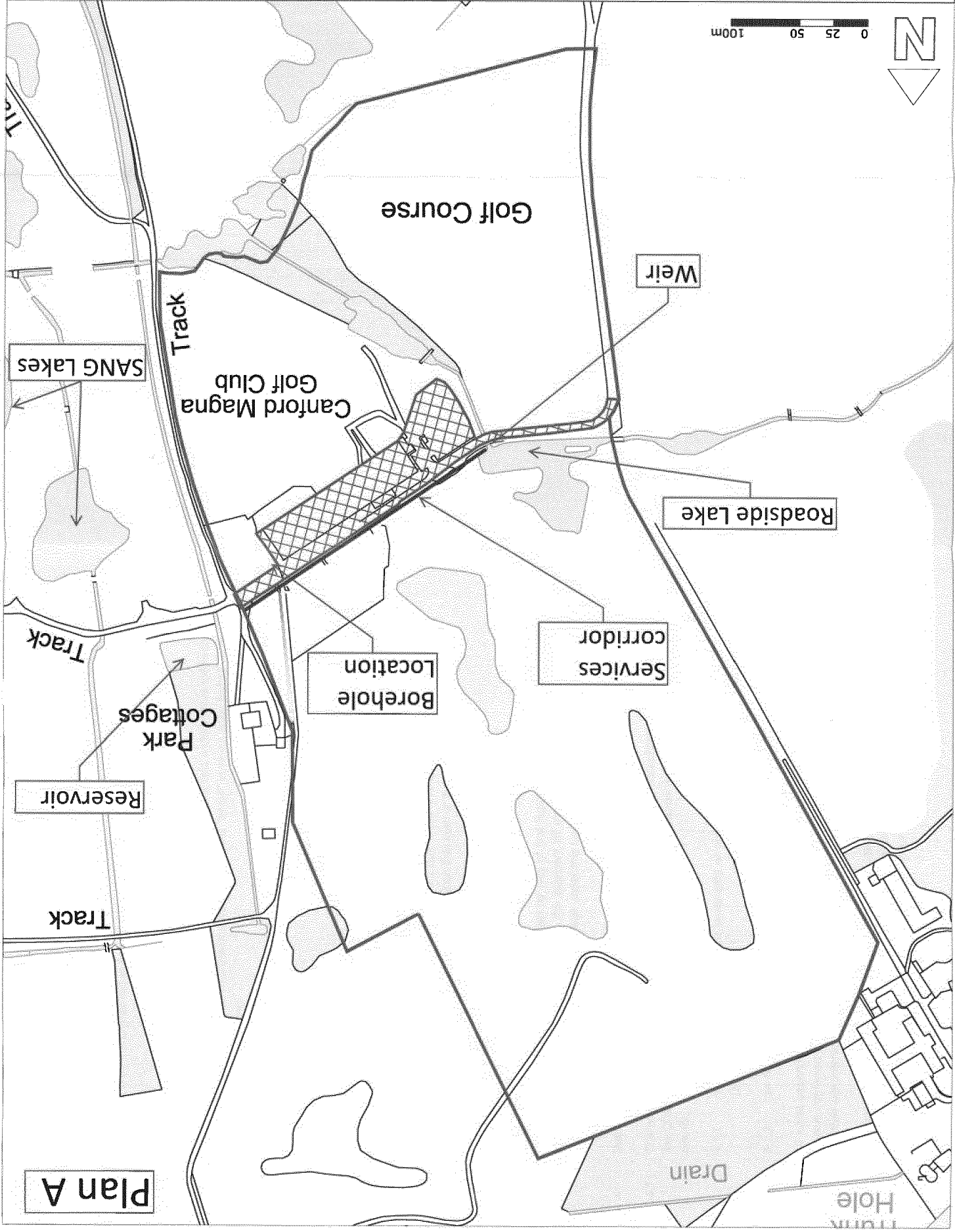
Property the freehold property at Canford Magna Golf Club, Magna Road, Wimborne, Dorset registered at the Land Registry with absolute title formerly part of title number DT175834 and shown edged red on the attached Plan

Secured Sums all moneys which may become due to the Chargee under the terms of the Overage Deed

- 1.2 **Owner** includes the person for the time being entitled to redeem this security.
- 1.3 Where the **Owner** comprises more than one person, a reference to the **Owner** includes a reference to each such person and the obligations of the **Owner** are joint and several.
- 1.4 **Chargee** includes the **Chargees'** successors in title and assigns.
- 1.5 Save where otherwise stated, a reference to the **Property** includes the whole or any part of it (as appropriate).
- 1.6 A reference to an Act of Parliament includes all derivative instruments, orders, regulations and other matters and in each case any re-enactment, amendment, consolidation or modification from time to time of that Act and any derivative instruments, orders, regulations or other matters.
- 1.7 Save where otherwise expressly stated, a reference to a clause is a reference to a clause of this Legal Charge.
- 1.8 The headings to clauses do not affect the interpretation of this Legal Charge.

CLIENT: WH White		PROJECT: Canford Park		DRAWING TITLE: Red Line Boundary	
DATE: 23.06.17		JOB NO.: 1667		DRAWING NO.: DA.1667.1001.01	
SCALE: 1:2500@A3		DRAWN BY: AH		REV: J	
DAVISLANDSCAPE ARCHITECTS Suite F1, Grand Haven Road, South, Gloucestershire, GL12 9JH T: 01453 732000 E: info@dl.co.uk W: www.dl.co.uk					

 Buildings - 0.85ha (2.1 acres)
 Area - 23.05ha (56.96 acres)



- 1.9 A provision of this Legal Charge which is void or unenforceable shall be severed from all other provisions of this Legal Charge and the remaining provisions shall continue to have effect.
- 1.10 An obligation by the Owner not to do something includes an obligation not to permit or allow it to be done.
- 1.11 **includes** and **including** are deemed to be followed by the words "without limitation".
- 1.12 Unless the context otherwise requires, "or" has both a conjunctive and a disjunctive meaning except where it is used in an expression involving the word "either" in which case it shall have only its disjunctive meaning.
- 1.13 General words introduced by **other** do not have a restrictive meaning.

2 Covenant to Pay

- 2.1 The Owner covenants with the Chargee to pay to the Chargee:
- 2.1.1 the Secured Sums in the manner set out in and pursuant to the terms of the Overage Deed; and
- 2.1.2 if the Owner fails to make any payment due under this Deed on the due date for payment, the Owner shall pay Interest on that sum or the part of it from time to time outstanding.

3 Charge

The Owner with full title guarantee charges by way of first legal mortgage the Property as a continuing security to the Chargee with the payment of the Secured Sums and all other moneys covenanted to be paid by the Owner under this Legal Charge.

4 Date Chargee's powers arise

- 4.1 The power of sale and leasing conferred by virtue of this Deed is immediately exercisable by the Chargee without notice at any time or times after the happening of any of the following events:
- 4.1.1 the Owner is in breach of its covenants or obligations under clause 2.1.1 of this Deed; or
- 4.1.2 an Act of Insolvency occurs.
- 4.2 All sums expended by any receiver appointed (in relation to this Deed) in pursuance of the powers conferred on it by this Deed will on demand be repaid by the Owner and will be paid together with Interest.
- 4.3 Any receiver appointed in relation to this Deed is the agent of the Owner. The Owner is solely responsible for the receiver's acts defaults and remuneration. The Chargee and the receiver are entitled to be indemnified by the Owner in respect of all liability suffered or incurred

directly or indirectly by either of them in the execution of any powers authorities or discretions vested in either or both of them or in respect of any matter or thing done or omitted to be done in relation to the Property.

5 Covenants by Owner

The Owner covenants with the Chargee to:

5.1 Security

Execute and do all such assurances and things as the Chargee may require:

5.1.1 for perfecting this security or preserving the Property or for facilitating the realisation of the Property in such manner as the Chargee may reasonably think fit and shall direct; and

5.1.2 for exercising all powers, authorities and discretions conferred by this Legal Charge or by law on the Chargee or any receiver appointed by it;

5.2 Title covenants

5.2.1 Comply with all covenants, restrictions and stipulations for the time being affecting the Property;

5.2.2 comply with the obligations, covenants, restrictions and stipulations contained within the Overage Deed.

5.3 Outgoings

Pay and discharge all present and future rates, taxes, charges, duties, assessments, impositions and outgoings (whether or not of a capital or non recurring nature and including any of a novel nature) which are now or may at any time be payable, charged or assessed on or in respect of the Property or the owner or occupier of the Property;

5.4 Statutory requirements

Comply with the provisions of all statutes, orders and regulations for the time being in force and the requirements of any competent authority relating to the Property or anything done on it;

5.5 Costs etc

Pay and discharge on demand on a full indemnity basis all reasonable and proper costs, charges and expenses (whether in the nature of income or capital) incurred by the Chargee or by any receiver appointed by it in or in connection with:

5.5.1 the exercise of any powers conferred by this Legal Charge or by statute;

5.5.2 the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property;

5.5.3 the remuneration of any receiver;

6 Representations/Warranties/Agreements

6.1 The Owner represents and warrants to the Chargee that the execution of this Legal Charge and the observance and performance of its obligations under this Legal Charge do not contravene any charge, mortgage, lease, loan facility or other agreement.

6.2 The restrictions imposed by section 103 of the 1925 Act will not apply to this Legal Charge and, in addition to any statutory protection to which any purchaser (as defined in section 205 of the 1925 Act) or other person dealing with the Chargee is entitled, such purchaser or other person will be entitled and bound to assume that a demand for repayment of the Secured Sums and all other moneys covenanted to be paid by the Owner under this Legal Charge has been duly made and that the Secured Sums remain outstanding and the Chargee's powers are immediately exercisable.

6.3 In the event of the Chargee taking possession of the Property the Chargee is by this Legal Charge authorised as agent for the Owner to remove, store or sell or otherwise deal with any goods or equipment belonging to the Owner which the Owner fails or refuses to remove from the Property within fourteen (14) days of being requested to do so by notice from the Chargee and the Chargee will not be liable for any loss or damage occasioned to the Owner. The Owner shall indemnify the Chargee against all expenses incurred by the Chargee in relation to this clause 6.3 and the Chargee shall account to the Owner for the proceeds of any such sale after deducting any such expenses and any outstanding moneys due under this Legal Charge.

7 Chargee's Powers/Power of Attorney/Receiver's Powers

7.1 The Chargee's powers (in addition to those conferred by statute) are as follows:

7.1.1 the power of sale whether or not the Chargee is in possession of the Property;

7.1.2 the power to appoint a receiver having all the powers specified in clause 7.3;

7.1.3 the power to grant a lease or leases of the Property for such term or terms of years with or without a premium or any rent or any rent reviews and for such other consideration and upon such other terms as the Chargee in its absolute discretion may decide.

7.2 For the purpose of better securing the rights and powers conferred on the Chargee and on any receiver under this Legal Charge, the Owner irrevocably appoints the Chargee and any receiver severally as attorney(s) of the Owner in the name and on behalf of the Owner to execute any documents and carry out any acts as the Chargee or such receiver may decide are required in the exercise of those rights and powers and any matter ancillary to them.

7.3 Any receiver appointed under this Legal Charge will have the following powers in addition to those conferred by statute, namely to:

7.3.1 enter upon and take possession of the Property and undertake any works on it;

- 7.3.2 pay any rent or other outgoings and payments charged on or otherwise relating to the Property or the ownership, occupation or use of it as he may decide;
- 7.3.3 collect all or any income, rent or other due receipts from the Property;
- 7.3.4 effect such insurances and obtain such bonds and other like matters in relation to the Property or the use and management of it upon such terms as he may decide and from time to time to make all requisite payments to effect or maintain them or fulfil their terms or the terms of any indemnity given in relation to them;
- 7.3.5 give receipts and releases for any sums received;
- 7.3.6 obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary for the development or use of the Property as he may decide;
- 7.3.7 cancel or otherwise determine any agreements or contracts in any way relating to the Property upon such terms as he may decide;
- 7.3.8 in all other respects commence, carry out and complete such acts and other matters and execute such contracts, deeds or other documents as he may think fit for the preservation or improvement of this security including the reasonable expenditure of money for any such purposes;
- 7.3.9 employ for any such purpose solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen and others and purchase or otherwise acquire such materials and other things and rights as he may think fit and upon such terms as he may think fit.

8 TRUST POWERS

- 8.1 The Owner declares that as and when the security created by this Deed is enforceable the Owner will hold the Property (subject to its rights of redemption) upon trust to convey assign or otherwise deal with the Property in such manner and in favour of such person as the Chargee directs.
- 8.2 Insofar as the Property is charged by way of equitable mortgage the Owner declares that it holds the Property on trust so that the Chargee will have such powers of sale and leasing as the Chargee would have had under a charge by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially.
- 8.3 The Owner declares that it is lawful for the Chargee by deed to appoint a new trustee or trustees of the Property whether in addition to or in substitution for the Owner as if the Owner wished to be discharged from the trust or in place of any trustee or trustees as if he or they were dead.

9 NOTICES

- 9.1 All notices under this Deed must be in writing.

9.2 Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand sent by special or recorded delivery or sent by fax (provided in the case of sending by fax the fax is properly addressed and transmitted as evidenced by a fax delivery report) and served:

9.2.1 at its registered office where the receiving party is a company incorporated in the United Kingdom; or

9.2.2 where the receiving party is the Owner at the Property; or

9.2.3 where the receiving party is the Chargee at that party's address shown in this Deed or at an address specified in a notice given by that party to the other.

9.3 Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received.

9.4 A notice sent by fax is to be treated as served on the day on which it is sent unless the fax is sent after 4.00pm or sent on a day that is not a working day in which case service is on the next working day.

10 Governing Law and Jurisdiction

This Legal Charge and the rights and obligations of the parties under it will be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts.

11 Disposals

11.1 The Owner covenants with the Chargee not to make any Disposal of the whole or part of the Property without a consent in writing signed by the Chargee, such consent not to be unreasonably withheld or delayed.

11.2 The Owner consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property:

11.2.1 "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1 of a legal charge dated ~~X 28 March 2018 X~~ and made between Sonia Ann Mason, Sally Vanessa Harding and Estate ~~X~~ Resources Management Limited (1) and AFC Bournemouth (2) have been complied with or that they do not apply to the disposition."

Replies.

12 Discharge

12.1 On the expiry of 50 years from the date of this Legal Charge and when the Owner is no longer liable to make any payments to the Chargee under the Overage Deed, then the Chargee shall duly discharge this Legal Charge on the written request of the Owner

13 THIRD PARTY RIGHTS

- 13.1 Save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

THIS LEGAL CHARGE has been executed as a deed and is delivered and takes effect on the date set out at its beginning

EXECUTED as a DEED)
by Sonia Ann Mason)
in the presence of:)
)
)
)
)
)

Witness: Signature:
Name:
Address:
Occupation:

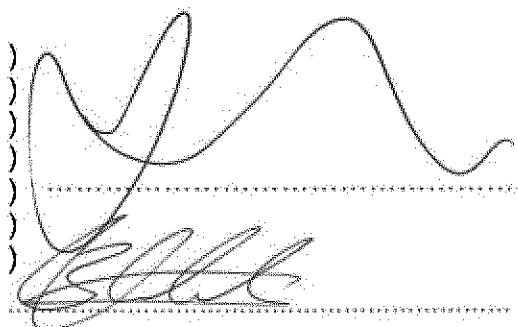
EXECUTED as a DEED)
by Sally Vanessa)
Harding)
in the presence of:)
)
)
)

Witness: Signature:
Name:
Address:
Occupation:

EXECUTED as a DEED)
by Estate Resources &)
Management Limited)
acting by a director in)
the presence of:)
)
)

Witness: Signature:
Name:
Address:
Occupation:

EXECUTED as a DEED)
by AFC Bournemouth)
Limited acting by a)
director in the presence)
of:)



Witness: Signature: _____

Name: BEN CORB _____

Address: c/o FRETTENS SOLICITORS, THE SAXON CENTRE, CHRISTCHURCH, BH23 1PZ _____

Occupation: SOLICITOR _____