



Registration of a Charge

Company name: **New Sandfields Aberafan and Afan - Community Regeneration**
Company number: **03674953**



X58BFAGW

Received for Electronic Filing: **02/06/2016**

Details of Charge

Date of creation: **27/05/2016**
Charge code: **0367 4953 0009**
Persons entitled: **BIG LOTTERY FUND**
Brief description: **BETTWS BOYS AND GIRLS CLUB, BETTWS, BRIDGEND, CF32 8TA**

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: **RIA COLEMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3674953

Charge code: 0367 4953 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2016 and created by New Sandfields Aberafan and Afan - Community Regeneration was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2016 .

Given at Companies House, Cardiff on 3rd June 2016

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 May

2016

New Sandfields Aberafan and Afan-Community Regeneration

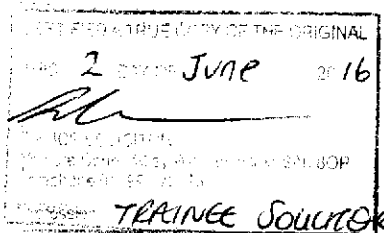
-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

Bettws Boys and Girls Club, Bettws, Bridgend, CF32 8TA



Big Lottery Fund
1 Plough Place
London
EC4A 1DE

LEGAL CHARGE dated

27th May

2016

BETWEEN

- (1) NEW SANDFIELD ABERAFAN AND AFAN – COMMUNITY REGENERATION
(Company No 03674953) (Registered Charity No 1088934) whose registered office is at
Ty Arian, Silver Avenue, Sandfields, Port Talbot, SA12 7RX ("the Grant Holder") and
- (2) BIG LOTTERY FUND of 1 Plough Place London EC4A 1DE ("The Fund")

1. Introduction

1.1 In this Deed the following expressions have the following meanings:

- "Grant" means the grant of £ 388,384.00 offered by the Fund to the Grant Holder in connection with the Project and subject to the Grant Conditions
- "Grant Conditions" means the terms and conditions attached to the Fund's grant offer letter dated 8th December²⁰⁰⁹ to the Grant Holder and a copy of which is annexed to this Deed in Schedule 1
- "Grant Period" means the period of twenty years from the date of the Fund's grant offer letter dated
- "Project" means the acquisition of the Property and the establishment by the Grant Holder of [describe project] Providing a sustainable income for the charity.
- "the Property" means all that Leasehold property known as Bettws Boys and Girls Club, Bettws, Bridgend, registered at HM Land Registry under title number CYM532438

1.2 In this Legal Charge where the context so admits the expressions "the Grant Holder " and "the Fund" include their respective successors in title and assigns

1.3 It is a condition of the Grant that the Grant Holder grants a Legal Charge on the Property on the terms set out in this Deed

2. Payment of the Grant by the Fund

The Fund shall pay the Grant to the Grant Holder in accordance with the Grant Conditions for the purpose of the Project

3. Repayment of the Grant by the Grant Holder

3.1 If the Grant Holder shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) shall be repayable forthwith upon receipt of a written demand from the Fund to the Grant Holder and the Fund shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice

3.2 Interest shall be payable by the Grant Holder to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) from the date of the notice referred to in Clause 3. 1 until the actual date of repayment at a rate equal to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after as before any judgment)

4. Legal Charge

The Grant Holder hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to the Fund of the Grant in accordance with the terms of this Deed

5. Appointment of a Receiver

- 5.1 At any time after the money secured by this Deed shall have become payable the Fund may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place
- 5.2 Any receiver appointed by the Fund may if so directed in writing by the Fund in his absolute discretion have power to:
- 5.2.1 enter upon and take possession of the Property or any part of it and complete any buildings on it which may be unfinished
 - 5.2.2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings whether or not in accordance with the Works then being carried on at the Property
 - 5.2.3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this Deed) in such manner as the receiver shall in his absolute discretion think fit
 - 5.2.4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit
 - 5.2.5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto
 - 5.2.6 manage any building or carry on any business carried on at the Property as agents for the Grant Holder in such manner as he may think fit
 - 5.2.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary

- 5.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grant Holder
- 5.2.9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held
- 5.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours
- 5.2.11 compromise any claim or claims of or against the Property or arising out of the Property
- 5.2.12 effect indemnity insurance and other like insurance and obtain Bonds
- 5.2.13 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Grant Holder
- 5.2.14 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of the Grant Holder

- 5.3 All moneys expended by the receiver shall on demand be repaid by the Grant Holder with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property

- 5.4 Any receiver appointed by the Fund shall so far as the law allows be deemed to be the agent of the Grant Holder for all purposes who shall solely be responsible for his acts and the Fund shall not be under any liability for his remuneration or otherwise
- 5.5 The Fund shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

6. Power of Attorney

The Grant Holder hereby irrevocably appoints the Fund and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 the Grant Holder hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund or any such receiver shall do or purport to do by virtue of this clause

7. Advice

The Grant Holder hereby certifies that the Grant Holder has power to grant this Legal Charge

8. Execution

This Legal Charge was executed as a deed but not delivered until the date hereinbefore written

9. Registration

By executing this deed the Grant Holder applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry "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 [] in favour of the Big Lottery Fund referred to in the Charges Register"

10. Statements – applicable where Grant Holder is a Charity

10.1 The Property charged is held by (or in trust for) the grant holder, a non-exempt charity, and this mortgage is not one falling within section 124(9) Charities Act 2011 so the restrictions on disposition imposed by section 124 of that Act apply to the Property

10.2 The restrictions on disposition imposed by sections 117 – 121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)

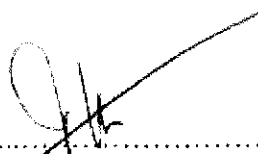
11. Certificate


The Charity Trustees of the Grant Holder certify that they have power under the trusts of the charity to enter into this charge and that they have obtained and considered proper advice regarding this charge in accordance with section 124(2) of the Charities Act 2011

SCHEDULE 1

(the grant offer letter)

EXECUTED as a DEED by
**NEW SANDFIELDS ABERAFAN
AND AFAN –COMMUNITY
REGENERATION** acting by
two Directors


.....
Director


.....
Director

SIGNED as a DEED by
BIG LOTTERY FUND acting by:



~~Chief Executive~~/Solicitor to the Fund

