



**Registration of a Charge**

Company name: **LLAMAU LIMITED**

Company number: **02396224**

Received for Electronic Filing: **04/04/2019**



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**Details of Charge**

Date of creation: **29/03/2019**

Charge code: **0239 6224 0002**

Persons entitled: **THE WELSH MINISTERS**

Brief description: **THE FREEHOLD PROPERTY AT ACT BROOK ACADEMY, UNIT 23 WERNDDU COURT, CAERPHILLY, CF83 3SG REGISTERED AT HM LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER WA796481. FOR MORE DETAILS OF THE LAND CHARGED, PLEASE REFER TO THE INSTRUMENT.**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **HBT**



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

Company number: 2396224

Charge code: 0239 6224 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2019 and created by LLAMAU LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2019 .

Given at Companies House, Cardiff on 5th April 2019

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

29 03

2019

**LLAMAU LIMITED**

and

**THE WELSH MINISTERS**

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**LEGAL CHARGE**

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relating to Act Brook Park Academy, Unit 23 Wernddu  
Court, Caerphilly, CF83 3SG

**Legal Services  
Welsh Government  
Crown Building  
Cathays Park  
Cardiff  
CF10 3NQ**



THIS DEED OF LEGAL CHARGE made on this day 29<sup>th</sup> of  
MAY 2019

**BETWEEN:**

- (1) **THE MORTGAGOR** LLAMAU LIMITED (Company  
Registration Number 02396224)  
of 23 Cathedral Road, Cardiff,  
CF11 9HA
- (2) **THE MORTGAGEE** THE WELSH MINISTERS of  
Crown Building, Cathays Park,  
Cardiff CF10 3NQ

**WHEREAS** pursuant to the Agreement the Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee under the Agreement

**WITNESSETH** as follows:

**1. Definitions and interpretations**

The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations:

- 1.1 "the Agreement" shall mean the grant offer letter dated 18 February 2019 providing funding for the purchase of the Property to house the Caerphilly Multi Agency Centre whereby the Mortgagee has agreed to provide to the Mortgagor a grant subject to the terms and conditions set out therein

"this Charge" shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

"LPA 1925" shall mean the Law of Property Act 1925

"the Property" shall have the meaning ascribed to it in the Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

"Secured Obligations" shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the

Mortgagee under or pursuant to the Agreement including for the avoidance of doubt the carrying out of the Works in accordance with the Agreement

"Qualifying Use" shall mean use as the Caerphilly Multi Agency Centre

- 1.2 The expressions "the Mortgagee" and "the Mortgagor" shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor
- 1.3 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or such bodies shall be deemed to be the default of all
- 1.4 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.5 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation
- 1.6 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.7 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1.8 This Charge incorporates the Schedule annexed hereto

## **2. Charge**

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

**3. Perform Agreement**

The Mortgagor hereby covenants with the Mortgagee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

**4. Repair**

The Mortgagor shall keep the Property in a good and substantial repair and condition

**5. Restrictions on Disposal etc**

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee:

5.1 sell or dispose of the Property;

5.2 grant any lease of the Property for more than 15 years

5.3 mortgage charge or otherwise encumber the Property

and as a precondition to such consent ensure that any transferee tenant or chargee enters into a direct covenant and charge with the Mortgagee on the terms of this Legal Charge

**6. User**

6.1 The Mortgagor shall not use the Property or any part of the Property for any purpose other than for the Qualifying Use

6.2 The Mortgagor shall actively and continuously use substantially the whole of the Property for the Qualifying Use at all times unless prevented from doing so by circumstances beyond the Mortgagors control

6.3 The Mortgagor shall not enter into any agreement with a Public Body in relation to the use of the Property without the prior consent of the Mortgagee

**7. Compliance with legislation**

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property

**8. Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

**9. Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Mortgagee

**10. Power to Appoint and Powers of Receiver**

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Mortgagee. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses. Such remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers:

- 10.1 to take possession of the Property
- 10.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 10.3 to sell lease or otherwise dispose of or deal with the Property
- 10.4 to take any proceedings as he shall think in respect of the Property



- 10.5 to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property
- 10.6 to enter into any agreement arrangement or compromise as he shall think fit
- 10.7 to insure the Property as he shall think fit
- 10.8 to appoint employees managers officers and workmen
- 10.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 10.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment

## **11. Power of Attorney**

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

## **12. Protection of the Mortgagee**

### **12.1 The Mortgagee's receipts**

The Mortgagee's obligation to account (whether to the Mortgagor or to any other person) shall be limited to the Mortgagee's own actual receipts which the Mortgagee must distribute or pay to the person entitled (or who the Mortgagee, acting reasonably, believes to be entitled) in accordance with the requirements of this Charge

### **12.2 Exclusion of liability**

The Mortgagee will not be liable to the Mortgagor for any expense, loss, liability or damage incurred by the Mortgagor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

12.3 The Mortgagor may not take any proceedings against any officer, employee or agent of the Mortgagee in respect of any claim it might have against the Mortgagee or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed.

12.4 **Effect of possession**

If the Mortgagee or any receiver enters into possession of the Property this will not oblige either the Mortgagee or the receiver to account as mortgagee in possession and if at any time the Mortgagee enters into possession of the Property it may at any time at its discretion go out of such possession.

13. **Further Assurance**

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

14. **Consolidation**

Section 93 of the LPA 1925 (restricting the Mortgagee's right of consolidation) shall not apply to this Charge

15. **Notices**

Notices and demands by the Mortgagee may be given or served:

15.1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service

15.2 by first class pre-paid post. Service shall be deemed to have been effected 24 hours after posting

15.3 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre- paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

16. **Indemnity for Costs etc**

The Mortgagor shall indemnify the Mortgagee in respect of all costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with any enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

17. **Certification**

A certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

18. **H M Land Registry Restriction**

The Mortgagor requests the Chief Land Registrar to enter a restriction on the Register of any registered land hereby charged in the following form:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [29/03/2019] in favour of the Welsh Ministers or its conveyancer "

19. **Enforcement by Third Parties**

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

20. **Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with English and Welsh Law.

21. **Delivery**

This Charge is intended to be and is hereby delivered on the date hereof

**SCHEDULE**

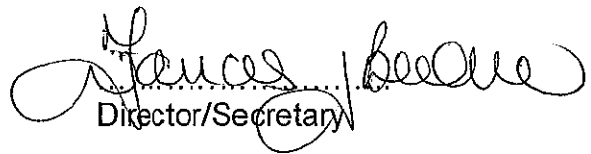
**The Property**

ALL THAT part of the freehold property known as Act Brook Academy, Unit 23 Wernddu Court, Caerphilly, CF83 3SG being the land registered at the Land Registry with absolute title under title number WA796481 together with the building or buildings erected and to be erected thereon or on part thereof

EXECUTED AS A DEED by  
LLAMAU LIMITED  
acting by two directors or a director and its  
secretary



.....  
Director



.....  
Director/Secretary

