

516803 / 23

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

**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

WEDNESDAY



\*A8J3BPV\*  
A14 27/11/2019 #18  
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 0 2 5 5 3 6 5 4 ✓

Company name in full Business in Focus Limited ✓

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 d 1 d 9 m 1 m 1 y 2 y 0 y 1 y 9 ✓

### 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 Merthyr Tydfil County Borough Council ✓

Name

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.

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**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

Crownford House, Swan Street, Merthyr Tydfil CF47 8EU

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**

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.

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.

# MRO1

## 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 **Pauline Dorricott, Legal Division**

Company name **Merthyr Tydfil CBC**

Address **Civic Centre**

**Castle Street**

Post town **Merthyr Tydfil**

County/Region **Merthyr Tydfil**

Postcode 

	C	F	4	7		8	A	N
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Country **South Wales**

DX

Telephone **01685 725283**

### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 2553654

Charge code: 0255 3654 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2019 and created by BUSINESS IN FOCUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2019.

②

Given at Companies House, Cardiff on 30th November 2019



**Companies House**



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

DATED 19<sup>th</sup> November 2019

I certify that this  
document is a true and  
exact copy of the original

**BUSINESS IN FOCUS LIMITED**

AND

**(2) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**

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**LEGAL CHARGE  
RELATING TO**

**CROWNFORD HOUSE, SWAN STREET,  
MERTHYR TYDFIL CF47 8EU**

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**Legal Services  
Merthyr Tydfil County Borough Council  
Civic Centre  
Castle Street  
Merthyr Tydfil  
CF47 8AN**

**THIS DEED OF LEGAL CHARGE** made on the 19<sup>th</sup> day of November 2019

**BETWEEN:**

- (1) **THE MORTGAGOR** **BUSINESS IN FOCUS LIMITED**  
(Company Registration No. 02553654)  
Unit 14/15, Bocam Park, Old Field Road,  
Pencoed, Bridgend CF35 5LJ
- (2) **THE MORTGAGEE** **MERTHYR TYDFIL COUNTY BOROUGH**  
**COUNCIL** of Civic Centre Castle Street  
Merthyr Tydfil CF47 8AN

**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:

"the Agreement" shall mean a property development grant agreement dated 14<sup>th</sup> August 2018 made between (1) the Mortgagee and (2) the Mortgagor whereby the Mortgagee 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 and which shall remain in force, either until the charge is redeemed or, if not redeemed within a period of 5 years, for a maximum period of 5 years.

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

"the Property" shall have the meaning ascribed to it in the First 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

- 1.1 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

- 1.2 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
- 1.3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.4 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
- 1.5 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.6 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
- 1.7 This Charge incorporates the Schedules 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 and Insurance**

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee. The said insurance shall be in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

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 at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property
- 5.3 mortgage charge or otherwise encumber the Property

6. **Compliance with legislation**

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

7. **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

8. **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

9. **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:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9.3 to sell lease or otherwise dispose of or deal with the Property



- 9.4 to take any proceedings as he shall think in respect of the Property
- 9.5 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
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit
- 9.7 to insure the Property as he shall think fit
- 9.8 to appoint employees managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9.10 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

10. **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

11. **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

12. **Consolidation**

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

13. **Notices**

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

- 13.1 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

13.2 by first class pre-paid post. Service shall be deemed to have been effected 2 working days after posting

13.3 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

When sending by post service shall be deemed to have been effected 2 working days after posting.

14. **Indemnity for Costs etc**

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper 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

15. **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

16. **H M Land Registry Restriction**

The Mortgagor requests the Chief Land Registrar to enter restrictions on the Register of any registered land hereby charged that:-

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Merthyr Tydfil County Borough Council (for the attention of the Head of Legal Services) of Civic Centre, Castle Street, Merthyr Tydfil CF47 8AN or its conveyancer"*

17. **Delivery**

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

18. **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.

19. **Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales.

**FIRST SCHEDULE**

**The Property**

The Property shall mean all that piece or parcel of land known Crownford House, Swan Street, Merthyr Tydfil CF47 8EU which is registered with absolute title at the Land Registry under Title Number CYM186300

**IN WITNESS WHEREOF** the parties to this Agreement have executed this document as a Deed on the day and year first above written.

Signed as a Deed of behalf of  
**BUSINESS IN FOCUS LIMITED**

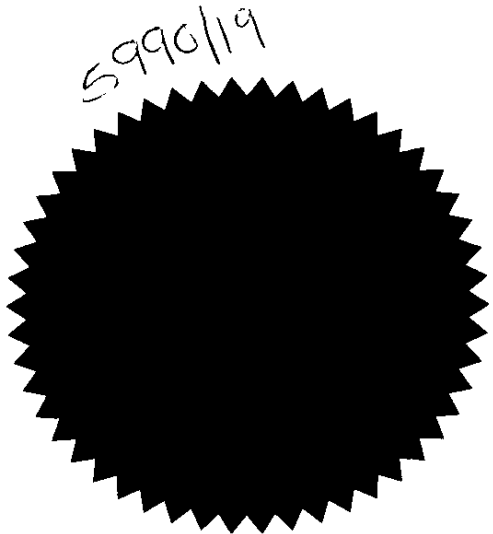
by Colin H. Chau

Position **Director**

by [Signature]

Position **Director**

The Common Seal of  
**MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**  
was hereunto affixed  
in the presence of:



[Signature]  
Simon O Jones  
Authorised Signatory