

MR01

Particulars of a charge

002077/13  Companies House

A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

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 with an instrument. Use for

For further information please

visit www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration 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.

TUESDAY



A23 *A3BPCSNV* 08/07/2014 #356
COMPANIES HOUSE

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: 05342802
Company name in full: DOWN TO EARTH PROJECT

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: 20 06 2014

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: BIG LOTTERY FUND ✓
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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Land on the North-East
Side of Little Bryn, Gwyn Cottage,
Celibion, Llannrhidian, Swansea
Title number CYM583671

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- Yes
 No


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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.

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 **Presenter Information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Charlene Jenkins

Company name Sam Hawking + Co

Address 65A Station Road

Post town Port Talbot

Country/Region

Postcode S A 1 3 1 N W

Country

DX 39252 Port Talbot

Telephone 01639 884884

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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5342802

Charge code: 0534 2802 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2014 and created by DOWN TO EARTH PROJECT was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2014.

DX

Given at Companies House, Cardiff on 16th July 2014



Companies House



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

DATED 20 June 2014

DOWN TO EARTH PROJECT

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

Land on the North-East side of Little Bryn Gwyn Cottage, Cilibion, Llanrhydian, Swansea

We hereby certify that this
is a true copy of the original
Sam Hawkins
Sam Hawkins & Co

Big Lottery Fund
1 Plough Place
London
EC4A 1DE

LEGAL CHARGE dated

20 June

20~~14~~

BETWEEN

- (1) DOWN TO EARTH PROJECT (Company No 05342802) whose registered office is at 72A Manselfield Road, Murton, Swansea SA3 3AP ("the Grant Holder") and
- (2) **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("The Fund")

1. **Introduction**

1.1 In this Legal Charge the following expressions have the following meanings

"Grant" means the grant of £415,991 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 6th August 2013 to the Grant Holder and a copy of which is annexed to this Legal Charge in Schedule 1

"Grant Period" means the period of twenty years from the date of the Fund's grant offer letter dated 6th August 2013

"Project" means the acquisition of the Property and the establishment by the Grant Holder of the Down to Earth Project

"the Property" means all that freehold property known as land on the north-east side of Little Bryn Gwyn Cottage, Cilbion, Llanrhidian, Swansea registered at HM Land Registry under title number CYM583671

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 Legal Charge

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 Legal Charge

5. **Appointment of a Receiver**

5 1 At any time after the money secured by this Legal Charge 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 Legal Charge 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 Legal Charge and that they have obtained and considered proper advice regarding this Legal Charge in accordance with section 124(2) of the Charities Act 2011

12. Notices

12 1 Any notice given to a party under or in connection with this Legal Charge shall be in writing and shall be

12 1 1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or

12 1 2 sent by fax to its main fax number

12.2 Any such notice shall be deemed to have been received

12 2 1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address,

12 2 2 if sent by pre-paid first-class post or other next working day delivery service, at 9 00am on the second working day after posting,

12 2 3 if sent by fax, at 9 00am on the next working day after transmission

12 3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action

12 4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12

Mr Mark McKenna
Down To Earth Project
72a Manselfield Road
Murton
SWANSEA
SA3 3AP

6 August 2013

Reference: PPF/1/010461197

Dear Mr McKenna

**People and Places 2
Grant Offer**

I am pleased to tell you that our People and Places committee has agreed to offer a grant of £716,529 to your organisation. The grant will be made up of the following amounts for each year:

Year	Capital	Revenue	Overhead	Total
Year 1	£ 95,640	£ 116,657	£7,445	£ 219,742
Year 2	£ 163,510	£ 117,965	£7,578	£ 289,053
Year 3	£ 94,536	£ 102,603	£10,595	£ 207,734

You applied for £716,529. Our offer is for £716,529.

The grant is for the following project:

Building Community

The funding will cover the costs of building and engineering works, equipment, professional fees as well as revenue costs including four staff salaries, sessional workers and running costs.

Project outcomes, activities and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes, activities and indicators for the project are set out at the end of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making.

Accepting our terms and conditions

We can only pay you the grant if you accept our terms and conditions. Our standard terms and conditions are attached to this letter. Please read these carefully.

This offer of grant is made on the additional condition that

Before we pay any grant funds to you, you will enter into a (signed) project delivery agreement, with Valleys Kids which you have named in the application form in a form satisfactory to us. You will provide us with written confirmation that the matched/ additional funding detailed in your application form is in place and ready for you to use for this project delivery, together with your undertaking that you will inform us in writing if there are any changes to the provision of this funding. One year prior to the end of your grant you must provide an exit strategy which is satisfactory to us. If you do not intend the project to continue, you must outline your plans for ensuring the beneficiaries you work with continue to receive support after our grant ends.

You must not detach the terms and conditions from the signed offer letter. They are part of the grant agreement between us. If you do detach them we will have to send you a new offer letter and this may delay the start of your project.

If you accept our offer and agree to meet our terms and conditions, please return a signed copy of this letter attached to the terms and conditions by **2nd September 2013**. You should return the signed copy of the offer letter to:

**Big Lottery Fund
10th Floor
Helmont House
Churchill Way
CARDIFF
CF10 2DY**

Please keep the other copy of the offer letter and terms and conditions for your records.

If you have any questions about this offer or our terms and conditions, contact us as soon as possible but please note that the terms and conditions are not negotiable

By accepting our terms and conditions you agree to meet our monitoring requirements, which may vary depending on the grant. Your grant officer will advise you on how we want you to monitor your grant.

If you do not meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any further applications from your organisation until the situation is resolved. In some circumstances we might take legal action to recover all or part of the grant.

This also means if your organisation does not meet our requirements for any other grant contracts with the Big Lottery Fund, payment of this grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.

Starting the grant

Mr Roy Skelton will be your contact for this grant. They will be in touch with you soon to arrange a time to discuss the grant in more detail. They will tell you more about how we will pay and monitor your grant. You will have the opportunity to ask any questions you may have.

You can contact Mr Roy Skelton on (02920 678240), textphone 01686 610205 or by email at roy.skelton@biglotteryfund.org.uk

Your grant officer will advise you on what to do after you have accepted our offer. Make sure you understand this and send us all the information we ask for.

Please note that you must start the project within six months of the date of this letter. You should contact us if you think there may be a problem with this.

Publicising the grant

We will announce this grant offer and all the others we are making at the same time with a press release on 17 August 2013 and we will publish details of it on our website. You may of course arrange your own publicity, but please make sure that the news of the grant is not made public until this date.

Within the next 10 days you will be sent our 'Grant Acknowledgement Requirements' booklet that will give you information on our branding and how to use our logo for publicity purposes. It is a condition of your grant to acknowledge our funding and you will be asked to sign and send back confirmation of receipt of the 'Grant Acknowledgement Requirements' booklet.

We wish you every success with your project and look forward to talking to you shortly

Yours sincerely

Andrew Owen

Andrew Owen
Head of Funding

Enclosed

- Standard terms and conditions (attached to this letter)
- Copy of this offer letter and the terms and conditions for your records

Reference: PPF/1/010461197
Down To Earth Project

I am / we are authorised on behalf of the organisation name above to accept this offer of grant on the terms and conditions stated

Name _____ Position _____

Signature _____ Date _____

Name _____ Position _____

Signature _____ Date _____

Who can sign? Please make sure you follow these rules.

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign
- For local authorities and statutory health bodies, the chief executive or an equivalent accountable officer must sign
- For schools, the head teacher must sign. Alternatively for LEA schools an accountable officer from the relevant local authority can sign in place of the head teacher
- For other organisations, the chair, vice chair, secretary or treasurer must sign

Outcomes, indicators and timescales

Outcome	Increased employment, education and personal development opportunities for 'hard to reach' groups and the local community
Indicator	129 participants achieving accreditation in total (77%)
Timescale	By the end of the project
Indicator	168 participants in total (100%) experiencing increased self-esteem
Timescale	By the end of the project
Indicator	21 programmes in total provided to 'hard to reach- groups
Timescale	By the end of the project
Indicator	36 participants completing accredited learning in practical vocational sustainable skills
Timescale	By the end of Year 1
Indicator	48 participants experiencing increased self-esteem
Timescale	By the end of Year 1
Indicator	6 eight week training programmes provided to 'hard to reach- groups
Timescale	By the end of Year 1
Indicator	9 additional eight week training programmes provided to 'hard to reach- groups
Timescale	By the end of Year 2
Indicator	An additional 55 participants completing accredited learning in practical vocational sustainable skills
Timescale	By the end of Year 2
Indicator	An additional 72 participants experiencing increased self-esteem
Timescale	By the end of Year 2
Outcome	Increased community cohesion through engagement in sustainable development and the challenges of climate change, resulting in increased equality
Indicator	129 participants in total with increased understanding of Education for Sustainable Development and Global Citizenship (ESDGC)
Timescale	By the end of the project
Indicator	168 participants in total who have met new people and reported improved social interaction through the project

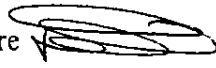
Timescale	By the end of the project
Indicator	2 celebration/open days held to network and recognise achievements
Timescale	By the end of Year 1
Indicator	3 celebration/open days held to network and recognise achievements
Timescale	By the end of Year 2
Indicator	36 participants with increased understanding of Education for Sustainable Development and Global Citizenship (ESDGC)
Timescale	By the end of Year 1
Indicator	48 participants who have met new people and reported improved social interaction through the project
Timescale	By the end of Year 1
Indicator	7 celebration/open days held in total to network and recognise achievements
Timescale	By the end of the project
Indicator	An additional 55 participants with increased understanding of Education for Sustainable Development and Global Citizenship (ESDGC)
Timescale	By the end of Year 2
Indicator	An additional 72 participants who have met new people and reported improved social interaction through the project
Timescale	By the end of the project
Outcome	Improved local facilities and an inspiring, sustainable example of the potential of community engagement and working together
Indicator	15 community group representatives have attended professional training and have the skills required to cascade project ideas and learning back to their community groups/projects
Timescale	By the end of Year 1
Indicator	An additional 15 community group representatives have attended professional training and have the skills required to cascade project ideas and learning back to their community groups/projects
Timescale	By the end of Year 2
Indicator	An additional 15 community group representatives have attended professional training and have the skills required to cascade project ideas and learning back to their community groups/projects (total of 45 at project end)

Timescale	By the end of Year 3
Indicator	Creation of a completely sustainable, exemplar training centre facility
Timescale	By the end of Year 1
Indicator	1 report produced and widely circulated to disseminate the learning from the project
Timescale	By the end of the project
Outcome	Enhanced volunteering opportunities resulting in improvements in transferable skills and employability
Indicator	12 volunteers gaining accredited training in 'green' building skills
Timescale	By the end of Year 1
Indicator	12 volunteers recruited as mentors for training programmes
Timescale	By the end of Year 1
Indicator	42 volunteers in total gaining accredited training in 'green' building skills
Timescale	By the end of the project
Indicator	42 volunteers in total recruited as mentors for training programmes
Timescale	By the end of the project
Indicator	An additional 24 volunteers gaining accredited training in 'green' building skills
Timescale	By the end of Year 2
Indicator	An additional 24 volunteers recruited as mentors for training programmes
Timescale	By the end of Year 2
Activities	
Activity	We will run 6 training programmes (1 day a week for 8 weeks) Each programme has 8 'hard to reach' participants, 2 volunteers and 2 referral agency staff = 72 beneficiaries These training programmes will construct the training centre
Timescale	Year 1
Activity	We will run 2 open/taster days/community evaluation events including a celebration of Year 1 achievements
Timescale	Year 1

Activity	We will run 1 professional training event for community group representatives
Timescale	Year 1
Activity	We will run 9 training programmes (1 day a week for 8 weeks) with 108 beneficiaries. These training programmes will construct the training centre
Timescale	Year 2
Activity	We will run 3 open/taster days/community evaluation events including a celebration of Year 2 achievements
Timescale	Year 2
Activity	We will run 1 professional training event for community group representatives
Timescale	Year 2
Activity	We will run 6 training programmes (1 day a week for 8 weeks) with 72 beneficiaries. These training programmes will construct the training centre
Timescale	Year 3
Activity	We will run 1 open/taster days/community evaluation event
Timescale	Year 3
Activity	We will run 1 professional training event for community group representatives
Timescale	Year 3
Activity	We will have a training centre opening ceremony including, a project celebration and an end of project report launch disseminating our findings
Timescale	Year 3

Helen Nelson

SIGNED as a DEED by
DOWN TO EARTH PROJECT
acting by (a Director and
its Secretary) (two Directors)

Signature  Director
Signature *Hready* (HANNAH PREEDY)
(Director)(Secretary)

SIGNED as a DEED by
BIG LOTTERY FUND acting by

Jeremy Pocke ~~Chief Executive~~
Secretary to the Fund

