

000332/35

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

# MR01

## Particulars of a charge



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](http://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 where there is no instrument Use form MR08

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

FRIDAY



A45 06/09/2013 #170  
COMPANIES HOUSE

You must enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record

### 1 Company details

Company number 0 0 0 0 4 4 6 6

Company name in full LIVERPOOL COLLEGE

14 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 2 8 0 8 2 0 1 3

### 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 THE SECRETARY OF STATE FOR EDUCATION

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

MRO1  
Particulars of a charge

<b>4</b>	<b>Description</b>	
	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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	THE FREEHOLD PROPERTY KNOWN AS WEST LODGE, IBBOTSON'S LANE, LIVERPOOL AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER MS411863	

<b>5</b>	<b>Fixed charge or fixed security</b>	
	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	
	<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> <b>Yes</b>	

<b>7</b>	<b>Negative Pledge</b>	
	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	
	<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	

**MR01**  
Particulars of a charge

**8**

**Trustee statement <sup>1</sup>**

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

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

**9**

**Signature**

Please sign the form here

Signature


Signature


X *Seale Wasbrough Vizards UP* X


This form must be signed by a person with an interest in the charge

**MRO1**

Particulars of a charge


 <b>Presenter information</b>						
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 <b>L CHESHAM</b>						
Company name <b>VEALE WASBROUGH VIZARDS LLP</b>						
Address <b>ORCHARD COURT</b>						
<b>ORCHARD LANE</b>						
Post town <b>BRISTOL</b>						
County/Region <b>BRISTOL</b>						
Postcode <table border="1"><tr><td><b>B</b></td><td><b>S</b></td><td><b>1</b></td><td><b>5</b></td><td><b>W</b></td><td><b>S</b></td></tr></table>	<b>B</b>	<b>S</b>	<b>1</b>	<b>5</b>	<b>W</b>	<b>S</b>
<b>B</b>	<b>S</b>	<b>1</b>	<b>5</b>	<b>W</b>	<b>S</b>	
Country <b>UNITED KINGDOM</b>						
DX <b>7831</b>						
Telephone <b>0117 925 2020</b>						


 <b>Certificate</b>
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.


 <b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing</b>

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


 <b>Important information</b>
Please note that all information on this form will appear on the public record.

 <b>How to pay</b>
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'.

 <b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

<b>For companies registered in Scotland</b> 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)
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<b>For companies registered in Northern Ireland:</b> 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
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 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
<b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a></b>

Dx



**FILE COPY**

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

Company number: 4466

Charge code: 0000 4466 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2013 and created by LIVERPOOL COLLEGE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2013

Given at Companies House, Cardiff on 10th September 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 28 August 2013

LIVERPOOL COLLEGE

in favour of

THE SECRETARY OF STATE FOR EDUCATION

LEGAL CHARGE

We certify this to be a true copy of the original

Veale Wasbrough Vizards LLP

Veale Wasbrough Vizards LLP

Orchard Court

Orchard Lane

Bristol BS1 5WS

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**LEGAL CHARGE**

Dated : 28 August 2013

made by LIVERPOOL COLLEGE a company registered in England and Wales (company number 00004466 and registered charity (number 526682) whose registered office is at Beechlands, Liverpool College, Mossley Hill, Liverpool, L18 8BG (the "Chargor"),

in favour of THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Lender").

**BACKGROUND**

- (A) The Chargor operates an independent school under the name Liverpool College and has agreed to transfer the majority of its assets and the majority of its liabilities to Liverpool College Independent School Trust, a company registered in England and Wales (company number 08565932) and exempt charity ("LCIST") in order that Liverpool College can open a new all-age academy, also to be known as Liverpool College (the "Academy").
- (B) Pursuant to a funding agreement having the same date as this deed and made between the Secretary of State and LCIST, the Secretary of State has agreed to provide funding for LCIST for the establishment and development of the Academy.
- (C) The Chargor is the principal sponsor of LCIST and has agreed to repay the sums paid by the Secretary of State to the Chargor in the circumstances set out in the Agreement
- (D) The Chargor has also agreed to provide security to the Secretary of State to secure its obligations under the Agreement

**1 INTERPRETATION**

1.1 In this deed the following expressions have the following meanings:-

- "Additional Charges" the legal charge between the Chargor (1) and the Lender (2) in relation to The Sports Hall Liverpool College, North Mossley Hill Road, Mossley Hill having the same date as this deed, and  
the legal charge between the Chargor (1) and the Lender (2) in relation to Liverpool College, North Mossley Hill Road, Liverpool having the same date as this deed,
- "Agreement" the side agreement relating to Liverpool College between the Lender (1) the Chargor (2) and LCIST (3) ~~having the same date as this deed,~~ dated 31 July 2013, Ww
- "Charged Property" the freehold property described in the Schedule and charged by clause 3,
- "Encumbrance" any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the



	effect of creating security or payment priority,
"Enforcement Event"	the occurrence of any of the events listed in clause 5.
"Insolvency Event"	the occurrence of any of the following events in relation to the Chargor
	(a) the Chargor suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
	(b) the Chargor enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Chargor with one or more other companies or the solvent reconstruction of the Chargor, or
	(c) the winding up of the Chargor other than for the sole purpose of a scheme for a solvent amalgamation of the Chargor with one or more other companies or the solvent reconstruction of the Chargor; or
	(d) a creditor or encumbrancer of the Chargor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
	(e) an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Chargor; or
	(f) a floating charge holder over the assets of the Chargor has appointed an administrative receiver, or
	(g) a receiver is appointed over the assets of the Chargor; or
	(h) any event occurs, or proceeding is taken, with respect to the Chargor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-paragraphs (a) to (g) (inclusive)

"Obligations"	the obligation of the Chargor to pay the Repayment Amount (as defined in the Agreement) when it becomes due and payable to the Lender in accordance with clause 6 of the Agreement;
"Payment Default"	the failure by the Chargor to pay the Repayment Amount (as defined in the Agreement) when it becomes due and payable by the Chargor to the Lender in accordance with clause 6 of the Agreement
"Planning Acts"	any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction;
"Receiver"	any person appointed as receiver, administrative receiver, manager or receiver and manager;
"Tax"	any form of taxation, levy, duty, charge, contribution or impost (including any applicable fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs and/or excise authority, body or official anywhere in the world; and
"VAT"	value added tax or any other tax on added value or on turnover for the time being in force

1.2 In this deed, each reference to -

- 1.2.1 "Charged Property or "Obligations" includes a reference to any part of them or it,
- 1.2.2 "LCIST" includes a reference to any person deriving title through LCIST,
- 1.2.3 "Lender" includes a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender is transferred,
- 1.2.4 any document (including this deed) or a provision of such document includes a reference to such document or provision as supplemented, varied or replaced from time to time,
- 1.2.5 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it,
- 1.2.6 the singular includes the plural and vice versa,
- 1.2.7 any gender includes any other gender;
- 1.2.8 a person includes a body corporate, unincorporated association, government, state, partnership or trust (in each case, whether or not having separate legal personality); and

1 2.9 "dispose" includes charging, selling, leasing, assigning or transferring, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation or agreeing to do any of the same.

1 3 Except where this deed expressly states otherwise, each term used in this deed which is defined in the Agreement has the same meaning as in the Agreement

1 4 Headings in this deed are for convenience only and shall not affect its interpretation

## 2 **SECURED LIABILITIES**

The Chargor covenants to discharge on demand from time to time all the Obligations when they become due pursuant to the Agreement

## 3 **SECURITY**

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Chargor charges to the Lender by way of legal mortgage the Charged Property

## 4 **REGISTRATION**

4 1 The Chargor shall apply to Companies House for the registration of this deed in accordance with section 870 of the Companies Act 2006

4 2 The Chargor shall apply to the Chief Land Registrar to enter a restriction on the Register of Title of the Charged Property in the following terms: *"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 [date] in favour of The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"*

## 5. **ENFORCEMENT**

This deed will become enforceable upon:-

5 1 the occurrence of a Payment Default, or

5.2 the occurrence of an Insolvency Event in relation to the Chargor; or

5 3 the disposal of the Charged Property by the Chargor without the Lender's prior written consent, or

5.4 the Lender becoming entitled to enforce the Additional Charges

## 6 **POWERS OF THE LENDER**

6 1 The Lender may without restriction grant or accept surrenders of leases of the Charged Property or any part of it and grant or vary or reduce any sum payable under any lease.

- 6 2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 6 3 At any time after the Lender has demanded payment of any of the Obligations or any step or proceeding has been taken for the appointment of a liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Chargor or if requested by the Chargor, the Lender may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Charged Property and the security created by this deed shall in any of such events become immediately enforceable
- 6 4 The Lender may, to the extent permitted by law, remove a Receiver or Receivers from all or any of the Charged Property of which he or they is or are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts, defaults and remuneration
- 6 5 Once a Receiver is appointed, the Lender will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act.
- 6 6 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by clause 7 1 may be exercised by the Lender, whether as the Chargor's attorney or not, without first appointing a Receiver or notwithstanding any such appointment
- 6 7 The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender and if the Lender or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part)
- 6 8 If the Chargor is in default of any of its obligations under this deed, the Lender or any Receiver may perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession
- 6 9 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed

## **7 RECEIVERS**

- 7.1 Any Receiver appointed by the Lender shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit -
- 7.1 1 to take possession of and generally to manage the Charged Property;
- 7.1 2 to carry out on the Charged Property or on any other property which it may in his opinion be necessary or desirable to work upon, any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing of equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works,

- 7 1 3 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Charged Property or any part of it,
- 7 1 4 to sell, lease, licence, surrender or accept surrenders of leases, deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land,
- 7 1 5 to complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor,
- 7.1 6 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security,
- 7 1 7 to call up any uncalled capital of the Chargor with all the powers conferred by the Articles of Association of the Chargor in relation to calls,
- 7 1.8 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others,
- 7 1 9 to purchase materials, tools, equipment, goods or supplies,
- 7 1 10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
- 7 1 11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- 7.1 12 to make any elections for VAT purposes, and
- 7.1.13 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property
- 7 2 In the case of joint Receivers any power may be exercised jointly or severally
- 7 3 Any moneys received under the powers conferred by this deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority.-
  - 7 3 1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver including the remuneration of any Receiver,
  - 7 3 2 in or towards satisfaction of the Obligations,
  - 7 3 3 as to the surplus (if any) to the Chargor

## **8 PROTECTION OF PURCHASERS AND POWER OF ATTORNEY**

- 8.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender, any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers
- 8.2 The receipt of the Lender or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.
- 8.3 Neither the Lender nor any Receiver shall be liable to the Chargor in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Charged Property
- 8.4 The Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers. The parties hereby agree that prior to the occurrence of an Enforcement Event the Lender shall not be permitted to exercise any of its rights arising under this clause

## **9 PROTECTION OF SECURITY**

- 9.1 This deed shall be a continuing security
- 9.2 This deed is in addition to any other rights or security, present or future, held by the Lender from the Chargor or any other person for the Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. Such rights or security may be enforced in whatever order the Lender decides
- 9.3 No security or payment which may be avoided or adjusted under any law relating to insolvency or similar legislation binding on the Chargor in whatever jurisdiction and no release, settlement or discharge given or made by the Lender on the faith of any such security or payment shall prejudice or affect the right of the Lender to recover from the Chargor (including the right to recover any monies refunded under the Insolvency Act 1986 and any costs payable by it or incurred in connection with any such process) or to enforce the security created by or pursuant to this deed to the full extent of the Obligations. Any such release, settlement or discharge will be deemed to have been made upon the condition that it will become entirely void if the security or payment on the faith of which it was made or given is at any time avoided (in whole or in part)

## **10 FURTHER ASSURANCE**

The Chargor will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action reasonably required by the Lender or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Lender or any Receiver or for establishing the nature or extent of the Charged Property

## **11. ARRANGEMENTS WITH THE CHARGOR AND OTHERS**

The Lender may without releasing or affecting the security created by this deed do any of the following:-

- 11.1 allow to the Chargor or any other person any time or indulgence,
- 11.2 renew, vary, refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Chargor or any other person, and
- 11.3 compound with the Chargor or any other person.

## **12 PAYMENTS TO BE MADE WITHOUT DEDUCTION**

12.1 All sums payable by the Chargor shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be made in full without set-off of any sum owing by the Lender to the Chargor or counter-claim and free and clear of any deduction of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law

12.2 If at any time the Chargor is required by law to make any deduction or withholding from any payment due from the Chargor to the Lender, the Chargor shall simultaneously pay to the Lender whatever additional amount is necessary to ensure that the Lender receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made

## **13 PRIOR CHARGES**

If there is any Encumbrance which ranks in priority to the security created by this deed and the person with the benefit of such Encumbrance does anything to enforce it, the Lender or any Receiver may repay the monies owed under that Encumbrance or arrange for it to be transferred to the Lender

## **14. NOTICES**

- 14.1 All notices or demands must be in writing
- 14.2 Any notice or demand to the Chargor, or LCIST may be sent by prepaid post or delivered to those parties at their respective registered offices or the last known place of business (or, if more than one, any one of such places)
- 14.3 Any notice to the Lender must be sent by prepaid post or delivered to the Lender at its address as set out in this deed unless it has communicated another address to the Chargor, or LCIST in which case it must be sent to the last address so communicated.
- 14.4 The address for service of the Lender in the case of any registered land is the Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT marked for the attention of - The Secretary of State for Education
- 14.5 A notice or demand by the Lender sent by post will be deemed served on the third day after posting.

**15 LAW AND JURISDICTION**

15.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law

15.2 The Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts

**16 ASSIGNMENT AND TRANSFER**

16.1 The successors in title of the parties shall have the benefit of and be subject to this deed

16.2 Subject to clause 16.3, the rights and obligations of the Lender under this deed shall not be assigned, novated or otherwise transferred other than to a person, body or executive agency (being a single entity) having the legal capacity, power and authority to become a party to and perform the obligations of the Lender under this deed

16.3 Any assignment under clause 16.2 may only be to an assignee which has all (or substantially all) the responsibilities for education services as the Lender

16.4 The Lender may give such information relating to the Chargor, its affairs or this deed as it thinks fit to any of its associated companies or to any third party proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this deed

**17 INDEMNITY**

The Chargor will indemnify the Lender on demand against any loss or expense (including legal fees) sustained or incurred as a result of a failure by the Chargor to perform any of its obligations under this deed

**18 WAIVER**

18.1 No failure to exercise or any delay in exercising any right or remedy under this deed shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.

18.2 Any waiver given by the Lender must be in writing and expressly stated by the Lender to be a waiver. Such waiver will only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, past or future

**19 SEVERANCE**

19.1 If any provision of this deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this deed which remain in full force and effect to the extent permitted by law

19.2 If any provision of this deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid



**20 MISCELLANEOUS**

- 20 1 Interest will be calculated both before and after judgment on a daily basis and on the basis of a 365 day year and be compounded quarterly
- 20 2 A certificate signed by an official of the Lender as to the amount due or owing from the Chargor shall be conclusive evidence against the Chargor, except in the case of obvious error
- 20.3 The terms of the documents under which the Obligations arise and of any side letters between the Chargor and the Lender in relation to the Obligations are incorporated into this deed to the extent required for any purported disposition of the Charged Property (or any part of it) contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

**21 DISCHARGE**

Upon the irrevocable and unconditional payment and discharge in full of the Obligations, the Lender shall, or shall procure that its appointees will, at the request of the Chargor

- 21 1 release the Charged Property from this deed, and
- 21 2 re-assign to the Chargor any assets that have been assigned to the Lender pursuant to this deed

**22 CHARITIES ACT**

- 22 1 The Chargor, being the legal owner of the Charged Property, is a non-exempt charity
- 22.2 The Chargor hereby certifies that the Legal Charge granted hereunder is not one falling within section 124(9) of the Charities Act 2011 and that the restrictions imposed by section 124 of the Charities Act 2011 shall apply to this deed
- 22 3 The trustees of the Chargor being the persons responsible for the general management and administration of the charity hereby certify that the Chargor has the power under its constitutional documents to grant this Legal Charge and that they have obtained and considered such advice as is required by and stated in section 124(2) of the Charities Act 2011

**IN WITNESS** whereof this deed was duly executed as a deed and delivered on the date specified on page 1

**SCHEDULE**

**The Charged Property**

**Registered Land**

Administrative Area Merseyside Liverpool

Title Number MS411863

Class of Title Absolute

Property Description West Lodge, Ibbotson's Lane, Liverpool

NOTICE TO ACADEMY TRUST : THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT THE ACADEMY TRUST TO BE LEGALLY BOUND.

EXECUTED AS A DEED by THE CHARGOR acting by a director, in the presence of -

) *Wm Eccles*  
)  
) DR H.I ECCLES

Witness Signature

*[Handwritten Signature]*

Witness Name

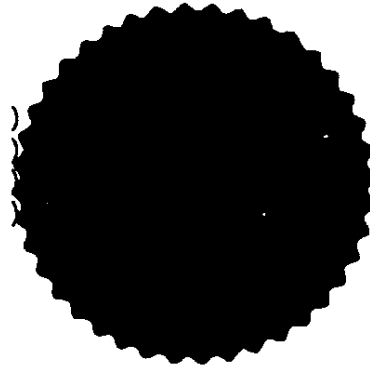
*WILLIAM RICHARD EDWARDS  
LISIE THOMPSON*

Witness Address

*LIVERPOOL COLLEGE  
QUEENS DRIVE LIVERPOOL L18 8GG*

Witness Occupation

THE CORPORATE SEAL of THE SECRETARY OF STATE FOR EDUCATION hereunto affixed is authenticated by -



*[Handwritten Signature]*

*HONA MONGREDA*