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LOAN DEED (INCORPORATING TABLE CHARGE)

(1) << Name of Borrower'

(2) << Name of the Lender'



**THIS DEED IS MADE** the << day >> << Year >>

**BETWEEN:**

- (1) << Name of Director >> (the "Director") and  
(2) << Name of Company >> (the "Company") incorporated in England & Wales with company number << Co >> whose registered office is situated at << Registered Address >>

**NOW IT IS HEREBY AGREED** as follows:

**BACKGROUND**

The Borrower is [connected] to the Lender. The Lender has agreed to provide the Borrower with a loan on a secured basis.

**1. Definitions and Interpretation**

1.1 In this Deed:-

**"Advance"**

made or to be made by the Lender under this Deed and construed accordingly;

**"Commencement Date"**

this Deed;

**"Event of Default"**

circumstances as specified in

**"Existing Security"**

outstanding which has been created prior to the execution of this Deed or created with the prior written consent of the Lender following the execution of the

**"Occupation Leases"**

of the leases or tenancies and/or sub-leases or tenancies and each and all of them and any occupational interest and any right to occupy the Property including any rent payable thereon. The Property has the benefit of or is subject to time;

**"Potential Event of Default"**

circumstances which would, on the occurrence of any event, result in the expiry of any grace period or any determination under this Deed of Default;

**"Property"**

specified at Schedule 1;

**"Rents"**

other sums (other than the sums payable in respect of insurance premiums, interest and the like) payable under any agreement or arrangement including without limitation any agreement or arrangement payable on or in respect of the



<p><b>“Repayment Date”</b></p>		<p>the moneys payable in respect of the instalments specified in clause 7 where the instalment becomes due;</p>
<p><b>“Repayment Instalment”</b></p>		<p>the instalments specified in clause 7</p>
<p><b>“Security”</b></p>		<p>the debenture, charge (whether fixed or equitable), pledge, lien, mortgage, security, title retention or any other arrangement having a similar effect to a mortgage as created by this Deed);</p>
<p><b>“Unpaid Amount”</b></p>		<p>the amount of the Loan which has not been repaid when it falls due under this Deed;</p>
<p><b>“Warranties”</b></p>		<p>the warranties set out at clause 10.</p>
<p>1.2 Any reference in this Deed to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant date.</p>		
<p>1.3 The headings in this Deed shall not affect their interpretation.</p>		
<p><b>2. The Loan</b></p>		
<p>Subject to and in accordance with the terms of the Borrower on the Commencement of the “Loan”).</p>		<p>The Lender agrees to lend to the Borrower a sum of £&lt;&lt; amount &gt;&gt; (the “Loan”).</p>
<p><b>3. Purpose</b></p>		
<p>3.1 The Borrower shall use the Loan for the purpose for which the loan is made.</p>		<p>The Borrower shall use the Loan for the purpose for which it is made under this Deed for &lt;&lt; purpose &gt;&gt;.</p>
<p>3.2 The Lender is not obliged to monitor how any amount under this Deed is used.</p>		
<p><b>4. Drawdown</b></p>		
<p>4.1 The Loan is available to the Borrower in [not more than &lt;&lt; number &gt;&gt; Advances] [one Advance].</p>		<p>The Loan is available to the Borrower in [not more than &lt;&lt; number &gt;&gt; Advances] [one Advance].</p>
<p>4.2 The Lender shall pay the Advances to the Borrower in immediately available cleared funds to the account of, the Borrower.</p>		<p>The Lender shall pay the Advances to the Borrower in immediately available cleared funds to the account of, the Borrower.</p>
<p>4.3 [The Advances are payable in the following amounts and on the following dates]</p>		<p>The Advances shall be payable by the Lender in the following manner:</p>



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
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nothing in this sub-clause shall  
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## 9. Warranties

The Borrower warrants as follows:

- 9.1 The Borrower is the legal owner of and has good title to the Property and no Security exists in respect of the Property except for the Existing Security.
- 9.2 The Borrower has taken all necessary steps to obtain all required or desirable consents to the use of the Property and will deliver and perform its obligations under this Deed. Any such consents shall be in full force and effect.
- 9.3 The information, in writing, supplied by the Borrower to the Lender in connection with the making of this Deed was, at the time it was supplied, to the best of the Borrower's knowledge and belief, true and correct in all material respects at the time it was supplied; and
  - 9.3.1 complete, true and correct in all material respects at the time it was supplied; and
  - 9.3.2 not misleading in any material respect, nor rendered misleading by a failure to disclose any material fact.
- 9.4 There has been no material change in the financial condition of the Borrower since the information supplied by the Borrower to the Lender in connection with the making of this Deed was last updated or superseded or updated by more recent information supplied to the Lender.
- 9.5 No Event of Default has occurred or is occurring at the date of this Deed.

## 10. Covenants

The Borrower covenants with the Lender as follows:

- 10.1 The Borrower shall not, without the Lender's consent, create any Security (except for the Existing Security) in respect of the Property or any part thereof nor agree to do so.
- 10.2 The Borrower shall notify the Lender of any Potential Event of Default or Event of Default (and the steps taken to remedy it) promptly on becoming aware of it.

## 11. Events of Default

- 11.1 Each of the events set out below is an Event of Default.
  - 11.1.1 Non-payment of any instalment due under this Deed on or after >> days from the Repayment Date;
  - 11.1.2 Any of the Verbal Representations made by the Borrower (or to have been) incomplete, untrue or incorrect;
  - 11.1.3 Commencement of proceedings against the Borrower or the Borrower's assets by any creditor or creditors;



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- 11.1.4 Any procedure for the taking of possession of the property shall be agreed in writing by the Borrower to attach or take possession of the property in satisfaction of a debt;
- 11.1.5 Any Security shall become enforceable and is not subject to any period of grace or payment commencing;
- 11.1.6 The Borrower shall not be liable to the Lender for any reason;
- 11.1.7 The death of the Borrower shall not discharge the obligations of the Borrower;
- 11.1.8 Where any event occurs (including but not limited to changes in the financial position of the Borrower) which, in the opinion of the Lender, is likely to materially and adversely affect the ability of the Borrower to perform all or any of its obligations under the terms of this Deed.

11.2 The Borrower shall be required to take any steps to obtain payment of the debt as required by the Lender in taking any action under this Deed.

## 12. Enforcement

The Unpaid Amount plus interest shall (subject to the service of notice and/or the obtaining of a court order) become immediately due and payable without further notice and the security created under clause 9 shall become immediately enforceable on the occurrence of any Event of Default without the Lender needing to take any action.

## 13. Power of sale

13.1 Section 103 of the Law of Property Act 1925 shall not apply to the Loan and the security constituted by this Deed shall become immediately enforceable and the power of sale conferred on mortgagees by the Law of Property Act 1925 by this Deed shall become immediately exercisable on the occurrence of any Event of Default. The Loan or any part thereof shall become immediately due and payable on the occurrence of any Event of Default and the restrictions contained in that Act shall not apply.

13.2 Notwithstanding anything to the contrary in this Deed or any other document, the Loan shall be due and payable within the meaning of Section 103 of the Law of Property Act 1925 immediately on the execution of this Deed.

13.3 The restriction of the power of sale contained in Section 103 of the Law of Property Act 1925 shall not apply to this Deed.

13.4 For the purpose of Section 103 of the Law of Property Act 1925 the expression "mortgage" shall not apply to the Loan and subsection (18) of that Act shall not apply.

## 14. Receivers

14.1 At any time after the occurrence of any Event of Default, the Lender may do by the Borrower or after the occurrence of any Event of Default, the Lender may



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and at all times and for all purposes shall be solely responsible for his remuneration.

to remuneration for his services  
him and the Lender (or failing such  
appropriate to the work and  
charging from time to time adopted  
the current practice of his firm and  
specified in Section 109(6) of the

to be entered on the registered

to be entered on the registered title  
not object to such an application.

the meanings ascribed to them by



16. **Land Registry Restriction**

16.1 The Borrower consents to the Lender applying to the Land Registry to enter the following restriction in the register of the Property:

"No disposition of the registered estate in favour of any person other than the proprietor of the registered estate is to be registered without the prior written consent (signed by << Name of Lender >> (company number << >>) or << Name of Lender >> (individual) of << Address of Lender >> or their conveyancer."

16.2 If requested by the Borrower, the Lender shall provide written consent for the purposes of the restriction in the register of the Property after either:

- a) the Loan has been repaid in full;
- b) alternative property security to the Lender has been provided in satisfaction for the Property.

17. **Assignment and Transfer**

17.1 The Lender may assign or transfer any of its rights or obligations by novation.

17.2 The Borrower may not assign or transfer any of its rights or obligations under this Deed.

18. **Appropriation**

The Lender may appropriate any sums or assets which the Borrower makes to the Lender towards satisfaction of the Loan, whether or not the Lender is entitled to such sums or assets as the Borrower has with third parties, in whole or in part, as the Lender sees fit.

19. **Set-Off**

19.1 The Lender may set off any sums due to it under this Deed against any Unpaid Amount.

19.2 The Lender shall not be obliged to exercise any rights given to it under this clause.

20. **Release and Reassignment**

Following the date on which the Loan has been repaid in full the Lender shall, at the request and cost of the Borrower, release the Property from the security of the Loan and shall reassign to the Borrower all its interests assigned to the Lender.

21. **Cumulative and Continuous**

21.1 This Deed is a continuing security for the Loan regardless of any intermediate payments made by the Borrower to the Lender in whole or any part of the Loan and shall not be affected by any omission or circumstance which, in any way, may affect the security.



- but for this Clause, is effectiveness.
- 21.2 The security consisting of the Deed is in addition to and is not in any way prejudiced by any rights or remedies the Lender may have in respect of the Loan including any rights arising under any other Security.
22. **Remedies, Waivers, Amendments**
- 22.1 Any amendment to the Deed must be made in writing and signed by or on behalf of each party.
- 22.2 Any waiver of any right or remedy under this Deed is only effective if it is in writing and signed by the Lending party, and applies only in the circumstances for which it is given.
- 22.3 No delay or failure to exercise a right or remedy under this Deed shall operate as a waiver of that right.
- 22.4 No single or partial exercise of a right or remedy under this Deed shall prevent any further exercise of the right or remedy under this Deed.
- 22.5 The parties' rights and remedies under this Deed are cumulative and not exclusive of any other rights or remedies provided by law or otherwise.
23. **Severance**
- If any provision of this Deed is held by a court of competent authority to be invalid or unenforceable in whole or in part, the other provisions of this Deed and the remainder of the provisions of this Deed shall not be affected thereby.
24. **Third Party Rights**
- A person who is not a party to the Deed has no rights under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
25. **Communications**
- 25.1 All communications between the Lender and the Borrower in connection with the loan shall be in writing and delivered by hand or by post or sent by fax or e-mail:
- 25.1.1 (in the case of communications from the Lender) to its registered office or such change of address as may be notified to the Borrower by the Lender; or
- 25.1.2 (in the case of communications from the Borrower) to any address of the Borrower notified to the Lender by the Borrower or such other address as may be notified to the Lender by the Borrower.
- 25.2 Communications shall be deemed to have been received:
- 25.2.1 if sent by post, on the fifth Business Days after posting (exclusive of the day of posting);
- 25.2.2 if delivered by hand, on the day of delivery; or



25.2.3 if sent by fax  
of transmiss  
25.3 Communications add  
<< Name of person >

Day prior to 5.00 pm, at the time  
next Business Day.  
all be marked for the attention of

26. **Governing Law and Juris**

This Deed (including any n  
associated therewith) shall  
laws of England and Wales  
the Parties relating to this  
obligations arising therefrom  
the courts of England and V

nd obligations arising therefrom or  
onstrued in accordance with, the  
rsy, proceedings or claim between  
any non-contractual matters and  
) shall fall within the jurisdiction of

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**IN WITNESS OF WHICH** the parties have delivered this Deed the day and year first above written.

Signed as a deed by  
<<Name of Borrower>>  
in the presence of:

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

Executed as a deed by <<Lender's Name>> [two directors and its secretary] [two directors]

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of [Director] [Secretary]

**[Alternative execution clause for <<Lender's Name>>]**

Executed as a deed by affixing  
the common seal of  
<<Lender's Name>>  
in the presence of \_\_\_\_\_ seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary]



[Alternative execution clause for  
witness)

Executed as a deed by  
<<Lender's Name>>  
acting by a director in the  
presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ ]

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Property Address: << Insert full address of property to be charged >>  
Freehold or leasehold? << Insert "Freehold" or "Leasehold" >>  
Land Registry title number: << Insert Land Registry title number >>

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Loan Amount: £<<  
Interest payable: £<<  
Commencement Date: << D

Repayment Date	Capital Balance remaining	Repayment	Interest Repayment
<< Date >>	<< Loan A		
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			