



Registration of a Charge

Company name: **J.G. PLANT (HIRE) LIMITED**

Company number: **00922722**



X7A2HW2I

Received for Electronic Filing: **13/07/2018**

Details of Charge

Date of creation: **10/07/2018**

Charge code: **0092 2722 0005**

Persons entitled: **CNH INDUSTRIAL CAPITAL EUROPE LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NICHOLAS JAMES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 922722

Charge code: 0092 2722 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2018 and created by J.G. PLANT (HIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2018 .

Given at Companies House, Cardiff on 17th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED: 10 July 2018

JG Plant (Hire) Limited

- AND -

CNH Industrial Capital Europe Limited

CHARGE OVER HIRE AGREEMENT

THIS CHARGE is dated 10 July 2018 and is made

BETWEEN:-

- (1) whose registered office is at JG Plant (Hire) Ltd (Company Number 0922722) ("the Company") and
- (2) CNH Industrial Capital Europe Limited whose registered office is at Cranes Farm Road, Basildon, Essex SS14 3AD (Company Number 3420615) ("the Lessor").

WHEREAS:-

- (A) The Lessor has agreed to finance the equipment described in the hire agreements now deposited with the Lessor ("the Charged Agreements") to the Company under the terms of the hire purchase contract to be entered into (hereinafter referred to as "the Hire Purchase Agreement") subject to the Company entering into this Charge.
- (B) The Company has agreed to sub-hire the equipment to the Sub-Hirers listed in the Charged Agreements ("the Sub-Hirer") under the terms of the Charged Agreements and has agreed to enter into this Charge over the rentals to be paid to it by the Sub-Hirers as security for its obligations from time to time under the Hire Purchase Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. The Company hereby covenants on demand to pay or discharge to the Lessor all monies, obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Lessor by the Company under the terms of the Agreements (as from time to time varied extended or replaced).
2.
 - (A) The Company as beneficial owner hereby charges with full title guarantee by way of first fixed charge to the Lessor as a continuing security for the payment and discharge of all monies, obligations and liabilities hereby covenanted to be paid or otherwise hereby secured ALL the rights, title, benefits and interests of the Company whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or in respect of the Charged Agreements.
 - (B) The Charge hereby created shall be a fixed first charge and in the case of any debt or other legal thing in action shall constitute an assignment unto the Lessor absolutely (but subject to redemption upon payment of all monies, obligations and liabilities hereby covenanted to be paid or otherwise hereby secured).
 - (C) The Company covenants forthwith upon demand to deposit the Charged Agreements with the Lessor together with all documents and other security of whatsoever nature now or hereafter held by the Company in respect thereof.

3. The Company hereby COVENANTS with the Lessor that during the continuance of this security the Company shall at all times if so required by the Lessor pay to the Lessor forthwith on receipt all monies from time to time received under or by virtue of or arising out of or in connection with the rights of the company under the Charged Agreements.
4. (A) The Company shall at any time if and when required by the Lessor execute such further assignments, charges, assurances, authorities and documents as the Lessor may from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the monies, assets, rights, titles, benefits and interests hereby charged in the Lessor or its nominees or in any purchaser to secure all monies, obligations or liabilities hereby covenanted to be paid or otherwise hereby secured such further assignments, charges, assurances, authorities and documents to be prepared by or on behalf of the Lessor at the cost of the Company and contain an immediate power of sale without notice, a Clause excluding the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and such other Clauses for the benefit of the Lessor and the Lessor may reasonably require.
- (B) The Company will do or permit to be done each and every act or thing which the Lessor may from time to time require to be done for the purpose of enforcing the rights of the Lessor hereunder and will allow the name of the company to be used as and when required by the Lessor for that purpose.
- (C) At any time after the Lessor shall have demanded payment or discharge of any money, obligation or liability hereby covenanted to be paid or if so requested by the Company, the Lessor may exercise in respect of all or any of the monies, assets, rights, titles, benefits and interests hereby charged without further notice and without first appointing a Receiver or Manager all the powers conferred upon mortgagees by the Law of Property Act, 1925 as hereby varied or extended.
- (D) The Lessor may apply the proceeds and all other payments which may be received or receivable by the Lessor or the monies, assets, rights, titles, benefits and interests hereby charged in or towards discharge of the costs incurred and of the monies, obligations and liabilities hereby secured. The restrictions contained in Sections 93 and 103 of the Law and Property Act, 1925 shall not apply to this security or to any security given to the Lessor pursuant hereto.

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lessor to exercise any of the powers hereby conferred has arisen or not to be concerned with notice to the contrary.

5. (A) The Company by way of security hereby irrevocably appoints the Lessor and the persons deriving title under it to be its Attorney to execute and complete in favour of the Lessor or its nominees or of any purchaser any documents which the Lessor may require for perfecting its title to the monies, assets, rights, titles, benefits and interests hereby charged or for vesting the same in the Lessor or its nominees or in any purchaser and to receive all monies hereby charged to the Lessor and to give an effectual discharge on payment to take and institute on non-payment (if the Lessor in its sole discretion so decides) all steps and proceedings in the name of the Company or of the Lessor for the recovery of such monies and to agree accounts and make allowances and give time or other indulgence to any surety or other person liable and otherwise generally for it and in its name and on its behalf and as its act and deed or otherwise to execute seal and deliver and otherwise perfect and do any such further legal or other assignments, charges, assurance, authorities and documents required by the Lessor in respect of the Charged Agreements and the monies, assets, rights, titles, benefits and interests aforesaid and all such deeds, assurances, Agreements, instruments, acts and things which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed proper on or in connection with any sale or other disposition thereof or any of the purposes aforesaid and the appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971. The Company hereby ratifies and confirms and agrees to ratify and confirm any instrument act or thing which any such attorney may execute or do.
- (B) The Company declares that as and when the security hereby created shall become enforceable it will hold all the monies, assets, rights, titles, benefits and interests hereby charged (subject to the company's right of redemption) UPON trust to assign or otherwise deal with the same in such manner and to such person as the Lessor shall direct and declares that it shall be lawful for the Lessor by an instrument under its Common Seal to appoint new trustees of all or any of such monies, assets, rights, titles, benefits and interests.
6. (A) This security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of the Lessor or the security created by any deposit of documents or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Lessor and shall not be in any way prejudiced or affected thereby or by the invalidity thereof.
- (B) All monies received by the Lessor from the Company or any other person may be applied by the Lessor to such account or liability of the Company as the Lessor in its absolute discretion may from time to time conclusively determine.

7. No failure or delay by the Lessor in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted.
8. Any notice or demand for payment by the Lessor hereunder shall without prejudice to any other effective mode of making the same be deemed to have been sufficiently made hereunder on the Company if served on any one of the Directors or on the Secretary of the Company or left or sent by post to the Company at its Registered Office and shall be assumed to have reached the addressee within 24 hours of posting and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Company if signed by a Director, Manager or other officer of the Lessor.

IN WITNESS whereof this Deed has been executed and delivered the day and year first before written.

SCHEDULE
The Charged Agreement

Sub-Hirer	Date	Hire Period	Serial No.
Rhondda Cynon Taf County Borough Council	5th March 2018	60 months	HACT6145HJEG06120 HACT6145TJEG05926 HACT6145CJEG05858 HLRT5110JJLO04021 HLRT5110AJLO04833

Sub-Hirer	Date	Hire Period	VAN No.
Rhondda Cynon Taf County Borough Council	5th March 2018	60 months	0054005399 0054005400 0054005401

EXECUTED AS A DEED by
J G PLANT (HIRE) LIMITED
(pursuant to a resolution
of the Board) acting by:-

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Director

G. W. Lees

Secretary

[Signature]

43 The Woodlands
Buckley
CF31 2SF

~~12/07/18~~

RESOLUTION

At a meeting of the Board of Directors of JG Plant (Hire) Limited duly convened and held on 3rd July 2018 it was resolved that a charge in favour of CNH Industrial Capital Europe Limited (which was produced to the Board and approved) be executed and delivered as a deed and that a Director and the Company Secretary be authorised to execute the charge on behalf of the company. It was then noted that the charge is in consideration of the Hire Purchase Agreement made with CNH Industrial Capital Europe Limited by the Company and it is in the interests of the Company to give the charge.

Signed.....*g. w. Rees*..... Company Secretary

Dated.....*4th July 2018*.....