



Registration of a Charge

Company Name: **CHARLES DAY (STEELS) LIMITED**

Company Number: **01289020**



XC85VSP4

Received for filing in Electronic Format on the: **20/07/2023**

Details of Charge

Date of creation: **29/06/2023**

Charge code: **0128 9020 0018**

Persons entitled: **INVESTEC ASSET FINANCE PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KAIDEN BASI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1289020

Charge code: 0128 9020 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2023 and created by CHARLES DAY (STEELS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2023 .

Given at Companies House, Cardiff on 24th July 2023

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



Chattel Mortgage



Lender's details

Investec Asset Finance plc (No. 02179313) of Reading International Business Park, Reading RG2 6AA, 0330 123 9613, laf@investec.co.uk, www.investec.co.uk/assetfinance

Company's details

Company name **Charles Day (Steels) Ltd**

Company number **01289020**

Registered office address **6 Dowgate Dr, Sheffield**

Postcode **S4 8BT**

Date of Agreement **29/06/23**

Whereas the Company has agreed to assign all right title and interest it has or may have in the Assets with full title guarantee by way of legal mortgage to the Lender.

It is agreed

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Mortgage:

Assets means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule (including all engines, appliances, parts, spare parts, instruments, appearances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the Execution Date end, where the context so permits, any part or parts of them

Default Interest means the interest payable at the rates and at the times specified in clause 2(d) (Covenant to pay).

Event of Default means any event entitling the Lender to terminate any agreement which gives rise to any Secured Obligations.

Execution Date means the date this Mortgage is executed by the Company

LPA 1925 means the Law of Property Act 1925

Markings means labels, plates or markings

Mortgage means this chattel mortgage

Security means any mortgage, charge (fixed or floating), debenture, hypothecation, assignment by way of security, pledge, lien or any other arrangement or agreement which has the effect of creating security or payment priority

Security Period means the period beginning on the Execution Date and ending on the date when all sums due to the Lender have been irrevocably and unconditionally repaid in full and the Company has ceased to be under any further actual or contingent liability to the Lender under or in connection with this Mortgage

Receiver means any one or more receivers, managers or administrative receivers appointed by the Lender pursuant to this Mortgage in respect of the Company or over all or any of the Assets and an administrative receiver shall have on addition to the powers in clause 6 (Appointment of receiver) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986

1.2 Interpretation

In this Mortgage:

- (a) words denoting the plural number include the singular and vice versa;
- (b) references to clauses and the schedule are references to clauses of and the schedule to, this Mortgage;
- (c) references to this Mortgage include the mortgals and the schedule;
- (d) the headings and contents pages are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Mortgage;
- (e) references to any document are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;
- (f) references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;
- (g) references to the Lender include its successors, transferees and assignees; and
- (h) references to a person shall include any individual, person, firm, company, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality).

2 COVENANT TO PAY

The Company covenants with the Lender on demand (the Secured Obligations):

- (a) to pay to the Lender the balance from time to time unpaid of all monies now due or after the Execution Date to become due to the Lender by the Company;
- (b) to discharge all liabilities now owing or after the Execution Date to become owing to the Lender by the Company, either actual and/or contingent;
- (c) to pay all commissions, costs, expenses and charges incurred by the Lender in connection with this Mortgage and in claiming or seeking to enforce payment under this Mortgage; and
- (d) to pay interest on such monies both before and after such demand is made or judgment obtained. Interest shall be computed and compounded according to the Lender's usual practice from time to time and at rates in force for the time being for monies owing to the Lender by the Company, from when due to payment.

In each case whether the same monies or liabilities shall be due or owing alone or jointly with any other person, or by any firm in which the Company may be a partner, on overdraft or otherwise and whether as principal or surety.

3 CHARGING CLAUSE

- As a continuing security for the payment and discharge of the Company's obligations under clause 2, the Company charges and assigns absolutely and unconditionally to the Lender with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of:

- (a) any and all obligations, guarantees and warranties given by any manufacturer or supplier of the Assets;
- (b) any and all obligations, guarantees and warranties given by any other party in respect of the Assets to or in favour of the Company; and
- (c) the benefit of all maintenance agreements and all copyrights, patents, trade marks and other intellectual property rights relating to the Assets entered into between the Company and any such third party.

- 3.2 Following the expiry of the Security Period the Lender shall, upon the request and at the cost and expense of the Company, resell the Assets to the Company, to the extent that still subsisting and capable of reassignment.

4 REPRESENTATIONS

The Company represents and warrants to the Lender:

- (a) that it is the absolute legal and beneficial owner of the Assets free from any Security, (except for any liens arising by operation of law, in the ordinary course of the Company's business); and
- (b) that this Mortgage does not contravene any of the provisions of the Memorandum and Articles of Association of the Company and has been duly authorised and executed.

5 COVENANTS

The Company covenants with the Lender that, throughout the Security Period, it will:

- 5.1 Further assurance
- 5.2 Documents of title
- 5.3 Payment
- 5.4 Possession
- 5.5 Identification
- 5.6 Order and permissions
- 5.7 Power of entry
- 5.8 Repair
- 5.9 Value Added Tax
- 5.10 Indemnity
- 5.11 Yield up

At any time after the Lender shall have demanded payment of any monies secured by this Mortgage or if the Company defaults in the performance of any of its obligations under this Mortgage, the Company shall pay to the Lender on demand an amount equal to any Value Added Tax or other sums payable or incurred by the Lender under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Mortgage or any transaction secured by this Mortgage or exercising any of its rights under this Mortgage. The Company shall indemnify the Lender against any liability in respect of Value Added Tax.

5.12 Insurance

To insure and keep insured the Assets with such insurer and against such risks (including, without limitation, liability to third parties, loss or damage to property and statutory liability), in such amounts and otherwise upon such terms as the Lender may require. The Company will punctually pay all premiums and other monies necessary for the purpose of such insurance immediately on the same becoming due and will deliver to the Lender the receipt after every such payment. The Company will procure that the interest of the Lender is noted upon all insurance policies or (if the Lender so requires) that the policy is held in the joint names of the Company and the Lender. The Company will apply all monies which may be received by virtue of any such policy either in making good the loss or damage in respect of which the monies may have been received or (if so required by notice given by the Lender not later than 7 days after notice to the Lender of the receipt of such monies and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Mortgage) in discharge or reduction of the monies secured by this Mortgage. If the Company shall at any time make default in keeping up such insurance or delivering any policy or receipt to the Lender in accordance with clause 5.2 the Lender shall be entitled to exercise the powers of insurance against fire contained by Statute on mortgages and to effect such insurance as the Lender shall consider necessary or desirable and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and, together with Default Interest thereon, shall be repaid by the Company to the Lender on demand.

5.13 Use

Not use or permit the Assets to be used for any purpose for which they are not designed or reasonably suited.

5.14 Alterations

Not, without the Lender's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs in accordance with clause 5.8.

5.15 Disposals

Not, without the Lender's prior written consent sell, attempt to sell, assign, charge, hire, lease, part with, share possession, dispose of, permit or suffer any distress or execution to be levied upon the Assets.

5.16 Statutory requirements

Not, without the Lender's prior written consent, use nor permit the Assets to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relates to or affects the Assets or their use and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

5.17 Value

Not, without the Lender's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted.

5.18 Further encumbrance

Not, without the Lender's prior written consent, create or permit to subsist, save any further Security (other than a lien arising by operation of law in the ordinary course of the Company's business) ranking in priority to or pari passu with this Mortgage upon the Assets or on the interest of the Company in the Assets.

5.19 Annexure

Not, without the Lender's prior written consent, annex the Assets to any premises of the Company if the result of such annexure is that the Assets would or might become a fixture or fixtures.

6 APPOINTMENT OF RECEIVER

6.1 At any time after the Lender shall have demanded payment or discharge of any monies or liabilities or other sums secured by this Mortgage the Lender may appoint any person to be a receiver of the Assets and remove (subject, in the case of an administrative receiver, to the sanction of the Court) any receiver so appointed and appoint another in his place and a receiver so appointed shall have power in the name of or on behalf and at the cost of the Company or at his option (but only with the prior written consent of the Lender) in the name of the Lender or at his option in his own name (and in any case notwithstanding the liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Assets and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power:

- (a) to take possession of or collect and get in the Assets and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient and for that purpose to enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence);
- (b) to raise or borrow any moneys that may be required upon the security of the Assets;
- (c) forthwith and without the restriction imposed by either section 103 or section 93 LPA 1925 to sell, convert into money and realise all or any part of Assets by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- (d) to make any arrangements or compromise which he shall think expedient;
- (e) to make and effect all repairs, renewals and any improvements of the Assets as he may determine;
- (f) and to maintain or renew all insurances;
- (g) re-appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine;
- (h) to lease, let on hire, purchase, store, alter or improve all or any part of the Assets for such term and at such rent and on such other terms as he may think proper and accept a surrender of any lease or tenancy thereof;
- (i) to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets;
- (j) to use the name of the Company for all or any of the purposes and in any legal proceedings with full power to convey any property sold in the name of the Company; and
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of these matters or powers and which he lawfully may or can do as agent for the Company.

6.2 A receiver or receivers so appointed shall be entitled to charge such amount for his remuneration as shall be agreed between such receiver and the Lender.

6.3 All monies received by such receiver shall be applied:

- (a) first in payment of his remuneration and the costs of realisation;
- (b) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 LPA 1925 and for the purposes aforesaid; and
- (c) thirty in or towards satisfaction of the monies secured by this Mortgage and all the foregoing provisions shall take effect as and by way of variation and extensions of the provisions of sections 99 to 129 inclusive LPA 1925 which provisions as varied and extended shall be regarded as incorporated in this Mortgage.

Any receiver so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and remuneration.

7 LENDER AUTHORISED TO EXECUTE DOCUMENTS

The Company hereby irrevocably appoints the Lender and any receiver appointed by the Lender under the Mortgage to be its attorney for it and in its name and on its behalf and as its act, deed or otherwise to sign, seal and deliver and otherwise perfect any such legal or formal mortgage or charge (whether legal or equitable) on any premises of the Company in which the Assets are stored, the Company shall promptly notify the Lender of the same and if requested so by the Lender shall procure from any mortgages, charges or debenture holder or other person having an interest (whether legal or equitable) in the Assets or any premises of the Company at which the Assets are stored, a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Assets.

8 OTHER CHARGES

Subject to clause 5.18 (if either encumbrance), if the Company creates a mortgage or charge (whether specific or floating) in relation to the Assets or any mortgage or charge (whether legal or equitable) on any premises of the Company in which the Assets are stored, the Company shall promptly notify the Lender of the same and if requested so by the Lender shall procure from any mortgages, charges or debenture holder or other person having an interest (whether legal or equitable) in the Assets or any premises of the Company at which the Assets are stored, a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Assets.

9 NOTICES

9.1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter post to the registered office of the Company or the address of the Company last known to the Lender.

9.2 Any notice by the Company shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter to the registered office of the Lender.

9.3 Any such notice or demand shall be deemed to have been served on the:

- (a) at the time of delivery if sent by hand;
- (b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day (upon which no delivery of letters is scheduled to be made), at 10.00 am on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post;

9.4 Each communication to be made under this Mortgage shall be made in writing.

10 NOTICE BY COMPANY TO DISCHARGE THE SECURITY

The Company may at any time give to the Lender 7 days' notice in writing of its intention to discharge this Mortgage and immediately upon expiration of such notice all monies secured by this Mortgage shall become payable.

11 CONTINUING SECURITY

This Mortgage shall be a continuing security and shall extend to cover the ultimate balance due from the Company to the Lender notwithstanding there may have been from time to time or at any time a balance to the credit of the Company on any account between the Company and the Lender or any other matter or thing whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Lender including (without prejudice to the generality of the foregoing) any charge, deposit, guarantee, indemnity, lien, set off or any other form of security whatsoever and no assurance, security or payment may be avoided under any agreements relating to liquidation and no release, settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall preclude or affect the rights of the Lender against the Company under this Mortgage.

12 COMPANY'S ACCOUNT MAY BE CLOSED ON NOTICE OF SECOND CHARGE

12.1 If the Lender shall receive notice actual or constructive:

- (a) that the Company has, whether with or without the consent of the Lender, encumbered or (other than in the ordinary course of trading) disposed of any interest in the Assets; or
- (b) of any other matter being inconsistent with the provisions of this Mortgage and affecting the property and Assets;

the Lender shall be entitled to close any account of the Company and to open a new account in its name and if the Lender does not in fact close such account and open such new account it shall nevertheless be deemed to have done so and all monies paid to the credit of such closed account shall be placed or deemed to have been placed to the credit of such new account so opened or deemed to have been opened and no such monies shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on such account so closed but this provision shall not prejudice any security which apart from this provision the Lender would have had for the discharge by the Company of monies borrowed and liabilities incurred after that date.

12.2 The Lender shall have in addition to any general lien or similar right to which it may be entitled by law the right at any time and from time to time, either with or without notice to the Company, (as well as after any demand under this Mortgage or otherwise) to combine or consolidate all or any of the then existing accounts with and liabilities to the Lender of the Company and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respect; whether such liabilities be actual, contingent, primary, collateral, several or joint.

13 RETENTION OF SECURITY

The Lender shall be entitled to retain this security (including any documents relating to this Mortgage or deposited or held under this Mortgage) for a period of 25 months after the expiry of the Security Period notwithstanding any release, settlement, discharge or arrangement given or made by the Lender provided that if at any time within the period of 2 years after the expiry of the Security Period:

- (a) an administration order shall be made in relation to the Company; or
- (b) a petition shall be presented to a competent Court for an order for the winding up of the Company; or
- (c) the Company shall commence to be wound up voluntarily.

the Lender shall be at liberty to continue to retain such security or any part (including any documents aforesaid) for and during such further period as the Lender in its absolute discretion may determine in which event such security shall be deemed to have continued at all times to have been held by the Lender as security for the payment and discharge to the Lender of all or any monies and liabilities and other sums secured by this Mortgage or which shall or may become due and owing to the Lender either by virtue of the provisions hereof or as a consequence of any order made under or by virtue of sections 238 to 243 (inclusive) Insolvency Act 1986.

14 ENFORCEMENT OF SECURITY

14.1 When security is enforceable

On the occurrence of any Event of Default which is continuing or at any time after the Lender shall have demanded payment or discharge of the Secured Obligations, any Security created by and under this Mortgage is immediately enforceable.

14.2 Acts of enforcement:

- The Lender may, at its absolute discretion, at any time after the Security created by or under this Mortgage is enforceable:
- (a) enforce all or any part of the Security created by or under this Mortgage in any manner it sees fit;
 - (b) exercise all its rights and powers conferred upon mortgagors by the Law of Property Act 1925 as varied and extended by this Mortgage, and rights and powers conferred on a Receiver by this Mortgage, whether or not it has taken possession or appointed a Receiver to any of the Assets;
 - (c) appoint a Receiver to all or any part of the Assets; or
 - (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by the Mortgage).

14.3 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Mortgage.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Mortgage.

- (c) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

14.4 Contingencies

If the Lender enforces the Security constituted by or under this Mortgage at a time when no amounts are due to the Lender in respect of the Secured Obligations, but at a time when amounts may or will become so due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

14.5 Mortgagors in possession - no liability

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of an Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagor in possession might otherwise be liable.

14.6 Redemption of prior mortgages

At any time after the Security created by or under this Mortgage has become enforceable, the Lender may, at the sole cost of the Company (payable to the Lender on demand):

- (a) redeem any prior form of Security over any Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, charges or encumbrancer which once so settled and passed shall be conclusive and binding on the Company.

15 ASSIGNMENT

The Lender shall be entitled to assign or transfer any of its rights under this Mortgage without the consent of the Company, but the Company shall not be entitled to do so without the consent of the Lender. For the purposes of this Mortgage, any reference to the Lender shall include references to its principals, successors and assigns.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) 1999 by any persons not a party to it. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

17 PERFORMANCE

The Company shall remain liable to perform all the obligations assumed by it in relation to the Assets. The Lender shall be under no obligation of any kind in respect thereof nor under any liability in the event of any failure by the Company to perform, or breach by the Company of, any of those obligations.

18 ENGLISH LAW

This Mortgage shall be governed by and construed in accordance with English law.

- Executed as a deed by the parties or their duly authorised representatives on the date of this Mortgage.

Signatures

The Company

Executed as a deed by	[Redacted]
Charles Day (Steels) Ltd	[Redacted]
Signature(s) of Company	[Redacted]
Name(s) of signatory Charlie Day	[Redacted]
acting by a director in the presence of [Redacted]	[Redacted]
PLEASE PRINT	
Name of witness Paul Braithwaite	[Redacted]
Address of witness [Redacted]	[Redacted]
Date 29/06/23	[Redacted]

The Lender

EXECUTED and DATED this 04 day of July 2023 by INVESTEC ASSET FINANCE PLC acting by its duly appointed authorised signatories under a power of attorney as follows:	
Authorised Signatory [Redacted] Victoria Elms	Authorised Signatory [Redacted] Martin Marles
In the presence of [Redacted]	In the presence of [Redacted]
Witness	Witness
Witness Name: Allyson Robison	Witness Name: Allyson Robison
Witness Address: [Redacted]	Witness Address: [Redacted]
Date: 04 - 07 - 2023	Date: 04 - 07 - 2023

The Schedule

The Assets

Assets description
Water Jet Upgrade to 6200 bar 1.00 318,181.00 20.00 63,636.20 SL VI 125D PRO-3
YoM 2023
Serial number: 122092702
For individual component breakdown please see attached invoice from the supplier WJS UK Limited