



**Registration of a Charge**

Company name: **C.F. BOOTH (DONCASTER) LIMITED**

Company number: **01484886**



X80AYWOH

Received for Electronic Filing: **01/03/2019**

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**Details of Charge**

Date of creation: **27/02/2019**

Charge code: **0148 4886 0003**

Persons entitled: **LEUMI ABL LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **LUKE DOLMAN**



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

Company number: 1484886

Charge code: 0148 4886 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2019 and created by C.F. BOOTH (DONCASTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2019 .

Given at Companies House, Cardiff on 4th March 2019

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 27 FEB 2019

LEUMI ABL LIMITED (1)

and

C.F. BOOTH (DONCASTER) LIMITED (2)

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CHattel MORTGAGE

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**DATE OF CHATTEL MORTGAGE**

**27 FEB 2019**

**PARTIES**

- (1) **LEUMI ABL LIMITED** (Company Number 00620951) whose registered office is at 126 Dyke Road, Brighton, East Sussex, BN1 3TE ("**Leumi**")
- (2) **C.F. BOOTH (DONCASTER) LIMITED** (Company Number 01484886) of Clarence Metal Works, Armer St, Rotherham, S60 1AF whose registered office is at Clarence Metal Works, Armer St, Rotherham, S60 1AF (the "**Mortgagor**").

**THIS DEED WITNESSES THAT:**

**1 DEFINITIONS AND INTERPRETATION**

In this Charge unless the context otherwise requires:

**the "Chattels"** means the items referred to in the schedule or where the context requires any one or more of them and every interest in them or in the proceeds of sale of them which the Mortgagor may charge at law or in equity.

**the "Secured Sums"** means the sum of £311,300 together with all and any interest accrued thereon from time to time.

**the "Mortgagor"** shall where the context so admits include all the persons for the time being entitled to redeem this security.

**"Leumi"** shall where the context so admits include its successors in title and assigns.

**2 PAYMENT OF SECURED SUMS**

The Mortgagor covenants with Leumi that as and when the Secured Sums or any part of them are due for payment or upon written demand by Leumi, the Mortgagor shall pay to Leumi the Secured Sums or as the case may be the part of them due to be paid.

**3 LEGAL CHARGE**

The Mortgagor with full title guarantee assigns the Chattels to Leumi as security for the Secured Sums.

**4 RECONVEYANCE**

If the Mortgagor shall pay the Secured Sums to Leumi in full Leumi shall at the request and cost of the Mortgagor reassign the Chattels or such of them as are then held by Leumi to the Mortgagor or as it directs.

**5 USE AND CARE OF CHATTELS**

The Mortgagor shall keep the Chattels in its own custody and control and in good and substantial order and repair and shall be responsible for all risks (damage by fire

included) and shall not remove the Chattels from their present address or other permitted address without Leumi's written consent. The Mortgagor shall not use the Chattels or permit them to be used contrary to any statute or regulations for the time being in force.

## **6 INSURANCE**

The Mortgagor shall keep the Chattels insured against fire and such other risks as Leumi from time to time in writing direct for its full reinstatement value for the time being with an insurer approved in writing by Leumi, in the joint names of Leumi and the Mortgagor and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to Leumi the policy of insurance and the receipt for any premium payable in respect of it.

## **7 ACCESS**

- 7.1 The Mortgagor shall duly and punctually pay all rent, taxes and outgoings payable by the Mortgagor in respect of the premises where the Chattels are installed or located and protect Leumi against any distress, execution or seizure of the Chattels and compensate Leumi in full on demand for all losses and expenses incurred by it in respect of them.
- 7.2 The Mortgagor shall permit Leumi at all reasonable times on reasonable notice to have access to the Chattels and any property where it is for the purposes of inspecting, repairing or repossessing it.

## **8 FREEDOM FROM CLAIMS**

The Mortgagor shall:

- 8.1 keep Leumi informed in writing where the Chattels are located;
- 8.2 ensure that the Chattels do not become a fixture to any property in which they are placed; and
- 8.3 ensure that the Chattels do not become subject to any charge or other encumbrance;
- 8.4 ensure that all persons having any interest in any property in which the Chattels are placed consent to Leumi's right of access to the Chattels; and
- 8.5 obtain and give to Leumi written waivers by all persons having any interest in any property in which the Chattels are placed or any claim or interest in the chattels.

## **9 POWER OF SALE**

If the Secured Sums are not repaid to Leumi on demand or are not paid on the due date Leumi may at any time without giving notice to the Mortgagee sell or deal in any other way with the Chattels or any of them and apply the proceeds of sale:

- 9.1 first in payment of the costs of the sale;
- 9.2 secondly in the payment of any cost incurred by it in connection with the mortgage by the Mortgagor of the Chattels;

9.3 thirdly in the repayment to it of the Secured Sums or the balance of it remaining unpaid; and

9.4 finally any balance shall be paid to the Mortgagor.

## **10 BORROWER'S DEFAULTS**

10.1 If the Mortgagor fails to perform or observe any of its obligations under this Charge Leumi shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Mortgagor's default.

10.2 All moneys paid by Leumi in the exercise of its rights under this deed shall be moneys properly paid by it and the Mortgagor shall pay such moneys to Leumi on demand.

## **11 POWER OF ATTORNEY**

The Mortgagor irrevocably and by way of security appoints Leumi and any person nominated for the purpose by Leumi in writing under hand by an officer of Leumi and each of them severally as attorney of the Mortgagor to act for the Mortgagor and in its name on its behalf and to execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertaking and provisions contained in this Charge or which may be required or deemed proper in the exercise of any rights or powers under this Charge or otherwise for any of the purposes of this security and the Mortgagor covenants with Leumi to ratify and confirm all acts or things made, done or executed by such attorney as specified above.

## **12 CONTINUING SECURITY**

This security shall be a continuing security to Leumi and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held for in respect of the Secured Sums.

## **13 COUNTERPARTS**

This Deed may be executed in any number of documents or counterparts each in the like form, all of which when taken together will constitute one and the same document.

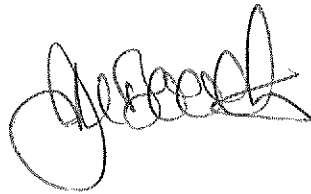
**IN WITNESS** whereof this Deed was executed as a deed by the parties hereto the day and year first above written.

**SIGNED** and delivered as a deed by  
**C.F. BOOTH (DONCASTER) LIMITED** acting by two directors or by one director  
and the secretary:

**Director**

Signature :

Name :

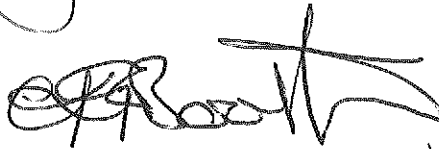


JAMES BOOTH

**Director** 

Signature :

Name :



KEN BOOTH

**SIGNED** as a deed by

Alan Couzins



Attorney for **LEUMI ABL LIMITED**

And

Kevin Yates



Attorney for **LEUMI ABL LIMITED**

as attorneys for

**LEUMI ABL LIMITED**

under a power of attorney dated

14th August 2012 in the presence of:



Name:

Luke Dolman



Address: Leumi ABL Ltd  
Pacific House  
126 Dyke Road  
Brighton

Occupation: Transaction Support East Sussex  
BN1 3TE

## Schedule

DESCRIPTION	MV EX SITU 360 DAYS	MV EX SITU 180 DAYS
20ft Jack Leg Site Office	400	400
20ft Jack Leg Site Office	400	400
20ft Steel Clad Site Office	400	400
20ft Steel Clad site Office	400	400
14ft Jack Leg Site Office	400	400
20ft Steel Clad Site Office	400	400
40ft Steel Clad Workshop	400	400
Weightron Free Standing Weighbridge, 50,000kg Cap, 50ft Floor Plate, c/w Personal Computer Controls and Radiation Detection System	5,000	4,000
JM Hydraulic 20ft Container Invertor 30,000kg Cap c/w Weigh Head and Controls	15,000	12,000
Fuch MHL 360 Wheeled Materials Handler Serial Number: 36011010077 Year of Manufacture: 2007 c/w 5 Tine Grab	35,000	35,000
Lefort Conqueror 600 Ton Hydraulic Shear and Baler c/w Self Contained Diesel Donkey Engine and Fuel Tank	70,000	65,000
Terex Atlas 1804 M1 AWE4 Wheeled Materials Handler Serial Number: 28X5301928 Year of Manufacture: 2006 c/w 5 Tine Grab	25,000	25,000
Terex Atlas 1804 Wheeled Materials Handler Serial Number: - Year of Manufacture: 1995 c/w 5 Tine Grab (Currently not on site)	8,500	8,500
Clarke Ranger Receiver Mounted Air Compressor	100	100
Karcher HDS Diesel Hot Water Pressure Washer	250	250
Arc Welder	50	50
Weightron Freestanding Weighbridge 50,000kg Cap	3,000	3,000
Pit Mounted Weighbridge, 50,000kg Cap	2,000	500
Case 788P Wheeled Materials Handler Serial Number: CGG0227588 Year of Manufacture: 2000 c/w Rotating Selector Grab	7,000	7,000

DESCRIPTION	MV EX SITU 360 DAYS	MV EX SITU 180 DAYS
Ingersoll Rand Receiver Mounted Air Compressor	100	100
Harlequin 2500lt Plastic Bunded Fuel Tank	350	300
Contents to the Steel Container Workshop Inc Mig Welder, Workbench and Tools, etc	360	350

Shed		
Autotech AS-7251 Mobile Hydraulic Vehicle Lift Serial Number: 8010915 Year of Manufacture: 2016 SWL 2500kg	850	800
Autotech AS-7251 Mobile Hydraulic Vehicle Lift Serial Number: 8010914 Year of Manufacture: 2016 SWL 2500kg	850	800
7 Autodrain Mobile Decontamination Tanks	350	350
Bayer SAP800-1 Container 800lt Cap Serial Number: 209145 Year of Manufacture: -	350	350
Harris Hydraulic Baling Press c/w Infeed Hopper and Conveyor	35,000	35,000
Autodrain Wheel Popper Serial Number: A0422 Year of Manufacture: 2016	1,500	1,500
JMC 407 Hydraulic Shear Serial Number: 1610 Year of Manufacture: 2011	2,500	2,500
JMC 407 Hydraulic Shear Serial Number: 1429 Year of Manufacture: 2010	2,500	2,500
JMC 5000 Cable Stripper Serial Number: 5713 Year of Manufacture: 2010	2,500	2,500
Electromagnetic Inclined Belt Conveyor (Not in use)	100	100
4 VT200 Digital Platform Scales	1,200	1,200

DESCRIPTION	MV EX SITU 360 DAYS	MV EX SITU 180 DAYS
Allowance for: 2 Metal Analysers Cabinets Workbenches Power and Hand Tools Stihl TS460 Saw 10 x 20lt Jerry Cans	1,500	1,000
Allowance for Skips and Bins	15,000	15,000
Atlas 1804 Wheeled Materials Handler c/w Grab Serial Number: 2845301774 Year of Manufacture: 2004	22,500	22,500
R&M 6 Tine Grab	1,250	1,250
<b>Total</b>	<b>262,460</b>	<b>251,300</b>

REGISTRATION	MAKE	MODEL	DESCRIPTION	YEAR	MV IN SITU	MV EX SITU	2019 MV EX SITU
VU10MZG	Vauxhall	Astra SE CDTi 123	5 Door Hatchback	2010		2,600	2,200
BF52WNE	Scania	4-SRS D-Class P94	6X2 Skip loader	2003		10,500	8,000
EU05AGX	DAF	FAD CF85.340	Refuse Collection Vehicle	2005		4,500	3,600
NS76HPV	Scania	26 Tonne c/w Hydraulic Crane		1995		3,500	3,000
PG15AFJ	Ford	Ranger	Pick-Up	2015		16,500	1,300
NX59BZN	Volvo	FE E280 6X2	(Ex) Fire Engine	2009		5,000	4,500
YML7ADO	Mitsubishi	Outlander	Estate	2017			22,200
YP14VUS	Ford	Ranger	Pick-Up	2014			13,700
WK11WJY	Vauxhall	Combo	Van	2011			1,500
<b>TOTAL</b>					<b>£ 90,000</b>	<b>£ 42,600</b>	<b>£ 60,000</b>



