

MR01

Particulars of a charge



Companies House

700317/23

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the web form
Please go to 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 for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02.

WEDNESDAY



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01/11/2023

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COMPANIES HOUSE

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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.



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

1

Company details

For official use

Company number 01751701

Company name in full BOYCE AND DAUGHTERS LIMITED

→ **Filling 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 27/10/2023

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 DAVENHAM ASSET FINANCE LIMITED

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.

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Description

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.

Continuation page

Please use a continuation page if you need to enter more details.

Description

None.

5

Fixed charge or fixed security

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.

☒ Yes☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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.

☒ Yes☐ No

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Trustee statement ¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

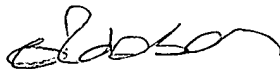
Signature

Please sign the form here.

Signature

Signature

X



X

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

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Particulars of a charge

**Presenter information**

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 Emma Smith

Company name Davenham Asset Finance Limited

Address 6th Floor

55 King Street

Post town Manchester

County/Region

Postcode M 2 4 L Q

Country

DX

Telephone 0161 832 8484

**Certificate**

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.

**Checklist**

We may return forms completed incorrectly or with information missing.

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.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

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.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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).

For companies registered in Northern Ireland:

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.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

DATED 27 October 2023

BETWEEN

BOYCE AND DAUGHTERS LIMITED

AND

DAVENHAM ASSET FINANCE LIMITED

DEED OF ASSIGNMENT

I CERTIFY THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENT

A handwritten signature in black ink, appearing to read 'C.H. Burke', is positioned above the printed name.

C.H. BURKE - DIRECTOR

DAVENHAM ASSET FINANCE LIMITED
DEED OF ASSIGNMENT
(Corporate)

THIS DEED OF ASSIGNMENT is made on the 27th day of October 2023
BETWEEN

- (1) **BOYCE AND DAUGHTERS LIMITED** whose registered office is situated at 8 Boundary Street, Liverpool, Merseyside L5 9UF (Registered number 01751701) (the "Company"); and
- (2) **DAVENHAM ASSET FINANCE LIMITED** whose registered office is at 55, King Street, Manchester M2 4LQ (Registered number 08356079) ("Davenham" which expression shall include its successors and assigns).

WHEREAS: -

- (a) The Company has on or before today entered into a lease, hire purchase, hire or bailment agreement with Davenham in relation to certain equipment.
- (b) The Company has on or before the date hereof entered into hire agreements with its customers relating to such equipment.

Schedule of Goods forming part of Agreement number 71413			
Description of Goods	Registration Number	Chassis Number	Date First Registered
One new Iveco Model ML75E19S 4x2 Rigid Truck MY2015	MF73 EJZ	ZCFA875D902735252	2023

NOW THIS DEED WITNESSETH as follows: -

1. DEFINITIONS AND INTERPRETATION

1.1. In this Assignment (except where the context otherwise requires): -

"Act" means the Law of Property Act 1925;

"Encumbrance" means any mortgage, charge (fixed or floating), pledge lien or other security interest of any kind whatsoever;

"Equipment" means each and every item of plant, machinery, equipment and/or other goods (fixed or moveable) hired by the Company from Davenham pursuant to the Principal Agreement including all accessories, replacements and spare parts for the time being attached thereto and/or forming part thereof;

"Events of Default" means the events or circumstances referred to in clause 5.2 or any of them;

"Hire Contracts" means each and every contract for the lease, hire purchase, hire or bailment of the Equipment entered into on or before the date hereof between the Company and any other person apart from Davenham together with the benefit of any guarantees or other securities provided in connection with such contracts.

"Hire Debts" means all sums now and from time to time hereafter due owing or incurred to the Company under the Hire Contracts;

"Principal Agreement" means the contract for the lease, hire purchase, hire or bailment of the Equipment entered into on or before today between the Company and Davenham together with any other documents entered into under or in connection therewith; and

"Secured Liabilities" means all moneys and liabilities which are now or shall at any time hereafter be due owing or incurred to Davenham by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well

after as before any demand made or judgement obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and Davenham relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of Davenham.

- 1.2 In this Assignment (a) any reference to any document shall be deemed to include a reference to such document as extended, amended, modified or renewed from time to time (b) the expression "person" shall be deemed to include any individual, firm or body whether corporate or non corporate (c) words importing the singular shall include the plural and vice versa; and (d) clause headings are for convenience of reference only.

2. COVENANT FOR REPAYMENT

- 2.1 The Company covenants that it shall pay and discharge on demand each of the Secured Liabilities.
- 2.2 The Company shall pay to Davenham on demand interest at such rate and calculated on such basis (if any) as agreed between Davenham and the Company or, in the absence of such agreement, at the rate of 2% per month on any of the Secured Liabilities in respect of which demand has been made hereunder calculated day by day from the date on which the same became due until full payment or discharge (both before and after judgement).

3. ASSIGNMENT

- 3.1 As security for the payment and discharge by the Company of the Secured Liabilities and all other sums intended to be hereby secured, the Company as beneficial owner hereby assigns absolutely as a continuing security to Davenham all of the Company's title, rights and interest of whatever nature in and to all the Hire Contracts including, without limitation, the right to receive the Hire Debts.
- 3.2. The security constituted by this Assignment shall be in addition to and shall be independent of every other security which Davenham may at any time hold in respect of any of the Secured Liabilities.

4. NEGATIVE PLEDGE

The Company hereby covenants that without the prior written consent of Davenham it shall not nor shall it agree to purport to:

- (a) Otherwise than in favour of Davenham, create or permit to subsist any Encumbrance over the Hire Contracts or the Hire Debts whether in any such case ranking in priority to or pari passu with or after the charge hereby created; or
- (b) Release, exchange, compounds, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of the Hire Contracts or the Hire Debts.

5. FURTHER ASSURANCE

The Company shall from time to time, at the request of Davenham and at the Company's cost (1) give notice of this Assignment to the hirers from whom the Hire Debts are due owing or incurred and otherwise take such steps as may be required by Davenham to perfect the same and (ii) execute in such form as Davenham may require such other deeds and documents, in each case, for the purpose of more effectively providing security to Davenham for the payment or discharge of the Secured Liabilities. The obligations of the Company under the clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of Section 76(1)(C) of the Act.

6. RE-ASSIGNMENT

Following payment and discharge of all the Secured Liabilities Davenham will at the request and cost of the Company reassign the Hire Contracts to the Company or as it directs.

7. UNDERTAKINGS BY THE COMPANY

7.1 The Company hereby undertakes with Davenham that it will during the subsistence of the security hereby created:

- (a) duly and punctually discharge all the Company's obligations under the Hire Contracts and the Principal Agreement;
- (b) keep full and proper books, accounts and records relating to the Equipment, the Hire Contracts and the Hire Debts.

7. Permit Davenham or any person from time to time authorised by it at any time during normal business hours to enter the Company's premises to examine all or any of the Equipment, and to inspect the Company's books, accounts and records relating to the Equipment, the Hire Contracts and the Hire Debts.

8. Notify Davenham as soon as payment due under any of the Hire Contracts is in arrears for 21 days and forthwith of any material breach of any term of the Hire Contracts by the relative hirer and take at the Company's expense such steps as Davenham may require to enforce the Company's contractual rights to terminate the relative Hire Contract and recover possession of the Equipment hire out thereunder and not take any action in respect of any Hire Contract without the prior consent of Davenham and

9. Conduct its business in a proper and efficient manner and not make any substantial alterations in the nature of its business.

7.2 If default shall be made by the Company in complying with clause 7.1 Davenham may take any steps in the name of the Company in order to enable compliance to be made with such obligations and all costs and expenses incurred by Davenham in connection therewith shall be payable by the Company on demand.

7.3 The Company hereby represents and warrants to Davenham that: -

- (a) each of the Hire Contracts is valid and enforceable and binding on the other parties thereto;
- (b) there is no set-off, counterclaim, deduction or extension of time applicable to any of the Hire Contracts and no justification for the non-payment of the full amount due in respect of each of the Hire Debts to the Company by the relevant hirer;
- (c) There are no disputes in existence in relation to any of the Hire Contracts; and
- (d) The Equipment has been delivered to the relevant hirer and none of the hirers is in breach of any terms of the Hire Contracts.

8. POWERS OF DAVENHAM

8.1 At any time after Davenham shall have made demand hereunder for payment or discharge by the Company of all or any of the Secured Liabilities, or if requested by the Company, Davenham may exercise without further notice and without restrictions contained in Section 103 of the Acts, whether or not it shall have appointed a Receiver, all the powers conferred on mortgages by the Act and all the powers and discretions conferred by this Assignment Section 93 of the Act shall not apply to the Assignment.

The Secured Liabilities shall become immediately due and payable on demand the security constituted by this Assignment shall become immediately enforceable upon the happening of any of the following events: -

- (a) If the Company defaults in the payment of any of the Secured Liabilities that have fallen due for payment or if Davenham is entitled for any reason to terminate the Principal Agreement or if the Principal Agreement should be terminated automatically, or
- (b) If there shall be any breach by the Company of the terms and conditions of this Assignment and if capable of remedy such breach is not remedied within 7 days of the date on which the Company receives notice from Davenham requiring same to be remedied provided always that

this sub-clause (b) shall not apply to any breach by the Company to which sub-clause (a) above applies: or

(c) If any of the representations or warranties given by the Company shall prove to be incorrect.

9. APPOINTMENT OF RECEIVER

9.1 At any time after the Secured Liabilities shall have become payable or if requested by the Company or after the presentation of a petition for an administration order in relation to the Company, Davenham may from time to time in writing under the hand of a duly authorised officer of Davenham appoint one or more persons to be a Receiver (which expression includes a receiver and manager and an administrative receiver) or Receivers of the whole or any part of the Hire Contracts and the Hire Debts and may similarly remove any Receiver and appoint any person instead of any Receiver. If more than one person is appointed Receiver of any assets, Davenham may give the relevant person power to act either jointly or severally.

9.2 Every Receiver shall have, in relation to such of the Hire Contracts and the Hire Debts in respect of which he was appointed: -

- (a) all the powers conferred by the Act on mortgages or receivers (except insofar as expressly or impliedly excluded hereby) and all the powers set out in Schedule 1 to the Insolvency Act 1986 (whether or not the receiver is an administrative receiver); and
- (b) power in the name or on behalf and at the cost of the Company to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Company itself could do.

9.3 All moneys received by any Receiver shall be applied in the following order, (1) in the payment of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration at such rate as may be agreed between him and Davenham at or at any time after his appointment; (2) in the payment and discharge of any outgoings paid and liabilities incurred by the Receiver on behalf of the Company in the exercise of any of his powers; (3) in or towards payment of any claims which are by statute payable in preference to the Secured Liabilities but only to the extent to which such claims have such preference; (4) in or towards the satisfaction of the Secured Liabilities; and any surplus shall be paid to the Company or other person entitled thereto.

9.4 Every Receiver shall be at all times and for all purposes the agent of the Company which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

10. POWER OF ATTORNEY

The Company hereby irrevocably appoints Davenham and any Receiver appointed hereunder jointly and also severally to be its attorney or attorneys (with full power of substitution) and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Company by or pursuant to this Assignment and generally for enabling Davenham and such Receiver to exercise the respective powers conferred on them by or pursuant to this Assignment or by law.

11. SUBSEQUENT CHARGES

If Davenham shall at any time receive or be deemed to be affected by notice of any subsequent Encumbrance or other event or transaction affecting the Hire Contracts or the Hire Debts, or any part thereof, Davenham may open a new account or accounts for the Company in its books.

If Davenham does not in fact open any such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time, all payments made to Davenham shall be credited, or treated as having been credited, to the new account(s) and not as having been applied in reduction of the Secured Liabilities.

12. CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar rights to which it may be entitled by operation of law, Davenham shall have the right at any time after it becomes entitled to appoint a Receiver hereunder and without notice to the Company to combine or consolidate all or any of the Company's then existing accounts with and liabilities to Davenham and to set off or transfer any sum or sums 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 Davenham on any other account or in any other respect. The liabilities referred to in this clause may be actual, contingent, primary, collateral, several or joint liabilities.

13. SUSPENSE ACCOUNT

All moneys received, recovered or realised by Davenham under this Assignment may at the discretion of Davenham be credited to any suspense or impersonal account and may be held in such account for so long as Davenham may think fit (with interest accruing thereof at such rate, if any, as Davenham deem fit) pending their application from time to time (at the discretion of Davenham in or towards the discharge of any of the Secured Liabilities).

14. MISCELLANEOUS

14.1 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

14.2 The Company hereby agrees to indemnify Davenham and any Receiver against all losses, actions, claims, costs, charges, expenses and liabilities incurred by Davenham or such receiver in relation to this Assignment or the Secured Liabilities (including those incurred in the carrying of this Assignment into effect or in the exercise of defence of any of the rights, remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of the security for or guarantee in respect of the moneys and liabilities) or occasioned by any breach by the Company of any of its covenants or obligations under this Assignment. The Company shall so Indemnify Davenham or such Receiver on demand and shall pay interest on the sum demanded at the rate referred to in clause 2.2 from the date of the same being incurred by Davenham or such Receiver and any sum so demanded together with any interest shall be a charge upon the Hire Debts in addition to the moneys hereby secured.

14.3 The Company hereby certifies that the entry into and performance of this Assignment does not contravene any of the provisions of the Memorandum and Articles of Association.

14.4 Any release, discharge or settlement between the Company and Davenham shall be conditional upon no security, disposition or payment to Davenham by the Company, or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled Davenham shall be entitled to enforce this Assignment subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

14.5 This Assignment is and will remain the property of Davenham.

14.6 If at any time Davenham does not insist on its strict rights under this Assignment, this shall not prevent it from doing so on any other occasion.

14.7 Any variation of this Assignment and any consent by Davenham relating to this Assignment shall only be effective if in writing.

14.8 References in this Assignment to any statutory provisions are to such provision as amended or re-enacted from time to time.

14.9 If any clause or part of a clause contained in this Assignment is declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other cause or part of a clause all of which shall remain in full force and effect.

14.10 The Company shall not assign this Assignment or any of its rights, liabilities, or obligations under it. Davenham may assign this Assignment or any of its rights, liabilities or obligations under it, as it thinks fit.

14.11 This Assignment contains all the terms agreed between Davenham and the Company relating to the subject matter thereof.

14.12 All notices required under this Assignment shall be in writing and sent by first class post or hand delivered to the party to be served at the registered office or (if not a company) a place of business last known to the party giving the notice and shall be deemed to have been received 2 days after posting if sent by first class post or on delivery if hand delivered.

14.13 All stamp, documentary, registration, excise, property or other like duties or taxes including any penalties, additions, fines, surcharges or interest relating thereto imposed or chargeable on or in connection with this Assignment or any other document connected with or contemplated by this Assignment or which is executed in connection with any provision in this Assignment shall be paid by the Company provided that Davenham shall be entitled to pay any such duties or taxes, whereupon the Company shall on demand indemnify Davenham against those duties and taxes.

14.14 If Davenham makes a payment or suffers a loss (the "Loss") in respect of which it is entitled to be indemnified or reimbursed pursuant to any provisions of this Assignment and Davenham is advised by its tax advisers that the payment by way of indemnity or reimbursement (the "Indemnity Payment") will or is likely to be taken into account as a taxable receipt in its hands in computing that tax liability of Davenham whilst the loss is not or is unlikely to be deductible in computing that tax liability then the Indemnity Payment shall be increased to such an amount (the "Grossed-up Payment") which is certified by its tax advisers as is necessary, after the subtraction of any tax which may be payable by Davenham in respect of the Grossed-up Payment, to put Davenham in the same net of tax position Davenham would have been in if the loss had not been deductible and the Indemnity Payment had not been taxable.

15. GOVERNING LAW

15.1 This Assignment shall be governed by and construed in accordance with English Law and the Company accepts the jurisdiction of the English Courts.

15.2 The Company's submission to such jurisdiction shall not prevent Davenham taking proceedings arising out of this Assignment against the Company in any other jurisdiction that Davenham may consider appropriate.

EXECUTED as a Deed by the above
Named **BOYCE AND DAUGHTERS LIMITED**
and signed by a Director and Secretary
or two Directors

)
)
)
)

Director

Witness Signature :

Witness Name :

MR DAVID DAVIES

Witness Occupation :

DIRECTOR

Witness Address :

C/O DAVIES FINANCE LTD, PO BOX 919
ALTRINCHAM, WA15 5PY.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1751701

Charge code: 0175 170 1 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2023 and created by BOYCE AND DAUGHTERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2023 .

Given at Companies House, Cardiff on 8th November 2023



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**