

MR01
Particulars of a charge



010793/13

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

You can use the WebFiling service to file this form online
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 NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery



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

MONDAY



A61

A2NBM3C3

16/12/2013

#37

COMPANIES HOUSE

1 Company details

Company number 0 5 2 6 2 0 4 3

Company name in full AEROSPACE & ENGINEERING TOOLS LIMITED

→ **Filing 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 d 1 2 m 1 2 y 2 0 1 3

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 ANTHONY LESLIE ECKERSLEY

Name ANNE WINNIFRED ECKERSLEY

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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4	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description			

5	Fixed charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
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7	Negative Pledge	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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Particulars of a charge

8

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 *Apian* X

as Solicitors and agents for the persons entitled to the charge

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

MR01

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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5262043

Charge code. 0526 2043 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2013 and created by AEROSPACE & ENGINEERING TOOLS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2013

A handwritten signature, possibly 'P', in black ink.

Given at Companies House, Cardiff on 19th December 2013



Companies House



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

Date and parties

THIS DEBENTURE is made on *12th December* 2013 between Aerospace & Engineering Tools Limited company 05262043 whose registered office is at Unit 3 Riverside Waters Meeting Road Bolton Lancashire BL1 8TU (Borrower) and Anthony Leslie Eckersley and Anne Winnifred Eckersley both of 40 The Beeches Bolton BL1 7BS ('Lender')

Part 1 Introduction

Definitions

1 In this deed the following terms have the following meanings

'Book Debts'

all or any one or more of the book debts and other debts now and from time to time owing to the Borrower

'Proceeds of the Book Debts'

any money paid or in any way directly or indirectly received by or to the order of the Borrower in respect of the Book Debts

'Indebtedness'

the Loan

—

all expenses incurred by the Lender or any receiver appointed by it in connection with the preparation of this deed and the exercise and enforcement of its rights and powers under it, and

—

all interest and other money payable under this deed

'Loan'

£60,000 00 (Sixty thousand pounds) lent by the Lender to Borrower

'Payment Dates'

every twentieth day of every month

'Rate of Interest'

an annual rate equal to 5% plus the base rate from time to time in force of Barclays Bank plc

'clause'

clauses in this deed unless the context shows a contrary meaning

'observe'

includes 'perform'

'parties'

the parties to this deed

We hereby certify that this is a true copy of the Original document

Aspinall + Co
Aspinall & Co Solicitors
Bolton 12/12/13

Part 2 Financial provisions

Receipt

2 The Borrower acknowledges the receipt of the Loan lent to it today by the Lender

Payment of principal and interest

- 3.1 The Borrower shall pay the Loan to the Lender by instalments of £1666 67 each on each of the next 36 Payment Dates the first payment to be made on the first of the Payment Dates after the date of this deed
- 3.2 Subject to subclause 3.3 the Borrower shall pay to the Lender in arrears on every Payment Date interest on the Indebtedness calculated on a day-to-day basis at the Rate of Interest
- 3.3 For as long as the powers of sale and appointing a receiver under this deed have not become exercisable the Lender shall waive all interest payable under this deed but if those powers become exercisable interest shall without notice accrue and be payable upon the balance of the Indebtedness at the Rate of Interest from the date on which the powers became exercisable

Exclusion of set-off

- 4 The Indebtedness shall be paid and this security shall be transferable without regard to any set-off, cross-claim or equities between the Borrower and the Lender

Part 3 Security

Security

- 5.0 As security for the payment and discharge of the Indebtedness the Borrower with full title guarantee charges
- 5.1 by way of fixed charge all book debts now and from time to time due or owing to the Borrower,
- 5.2 by way of floating charge all other assets of the Borrower of whatever nature both present and future save that the Borrower shall be free to dispose of such assets in the ordinary course of its business

Qualifying floating charge

- 6 This Deed contains a qualifying floating charge, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 5.7

Part 4. Borrower's obligations

Restrictions on Borrower

- 7 Except with the Lender's written consent the Borrower may not
- create any further mortgage charge or lien ranking in priority to or pari passu with this debenture,
 - sell, let or part with the possession or otherwise dispose or deal with any property charged by clauses 5.1 to 5.5 of this debenture and shall not do so in respect of any property charged by clauses 5.6 of this debenture except in the ordinary course of business,

- exercise any statutory or other powers of granting or agreeing to grant or of accepting or agreeing to accept surrenders or leases or tenancies of the present or future freehold and leasehold property,
- make any substantial change in the nature of or scope of or discontinue or dispose of all or any part of its business,
- acquire any business, or
- to acquire or dispose of any shares in any company

Warranty of company powers

- 8 The Borrower shall do everything for the time being in its power to procure that anything reasonably intended or needed to be done under this Deed by a person who is not a party to it is done promptly by that person

Business and accounts

- 9 The Borrower shall carry on its business in a proper and efficient manner and provide to the Lender all information which it reasonably requires in relation to the business of the Borrower including (without limitation) copies of all management accounts no later than 30 days after the end of the period to which they relate and all audited balance sheets (with profits and loss accounts and directors' reports) not later than seven months after the end of each relevant accounting reference period

Part 5 Lender's rights

Borrower's defaults

- 10 1 If the Borrower fails to perform or observe any of its obligations under this Deed the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession
- 10 2 All money paid by the Lender in the exercise of their rights under this deed shall be money properly paid by them and Borrower shall pay them to the Lender on demand with interest at the Rate of Interest from the date of payment by the Lender until the date of payment by the Borrower

Consolidation

- 11 Section 93 of the Law of Property Act 1925 shall not apply to this deed

Automatic crystallisation of floating charge

- 12 The floating charge created by this debenture shall become a fixed charge over the respective assets to which it applies
- automatically in respect of all the assets of the Borrower to which the floating charge applies on the happening of any of the events mentioned in clauses 16 2 1 to 16 2 12 inclusive of this deed,
 - by written notice from the Lender to the Borrower specifying the date on which the floating charge becomes fixed and the assets to which it becomes attached and fixed upon the happening of any of the events mentioned in clauses 16 2 13 to 16 2 18 inclusive of this deed or the Lender's belief that any of those events has or might happen

Attornment

- 13 The Borrower irrevocably appoints the Lender as its attorney to execute any document or do anything which is required for any of the purposes of this Deed or the exercise or enforcement of any of the Lender's rights and remedies under it

Appointment of trustee

- 14 The Borrower declares that as and when the security created by this deed becomes enforceable and the Lender's powers of sale and appointing a receiver under this deed become exercisable
- the Borrower shall hold all the property charged (subject to the Borrower's right of redemption and to the rights of any person holding a security ranking in priority to this deed) upon trust to convey, assign or otherwise deal with it in such manner and to such person as the Lender directs, and
 - the Lender shall become entitled at any time by deed to remove the Borrower or any other person from office as a trustee of that property or any part of it and to appoint one or more trustees of it or any part of it as additional trustees or in the place of any person who has ceased to be a trustee

Part 6 Power of sale etc

Powers of sale and appointment of receiver

15.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed

15.2.0 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender immediately if

✓ 15.2.1 any payment of any money payable by the Borrower under this deed is not paid within 5 working days of the due date whether demanded or not,

15.2.2 the Borrower convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Lender) for the purposes of and followed by amalgamation or reconstruction,

15.2.3 for any reason anything is done or is omitted to be done as a result of which the Borrower is or is liable to be struck off the Register of Companies,

15.2.4 an administration order is made in relation to the Borrower,

15.2.5 an incumbrancer takes possession or a receiver is appointed of any part of the Borrower's assets,

15.2.6 the Borrower is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986,

15.2.7 any execution is levied upon the Borrower's goods,

15.2.8 the Borrower makes or seeks to make any composition or arrangements with its creditors,

15.2.9 if the Borrower requests the Lender to appoint a receiver,

15.2.10 if any floating charge given by the Borrower to any other person crystallises or otherwise becomes a fixed charge,

15.2.11 control (as defined by section 450 of the Corporation Taxes Act 2010) of the Borrower passes from the person or persons presently exercising it,

15.2.12 there is any change in the identity of the Borrower's shareholders,

15.2.13 there is any change in the identity of all or any of the Borrower's directors,

15.2.14 an administration order is made in relation to the Borrower,

Part 7 Receiver

Appointment and status of receiver

- 16 1** In this deed any reference to a receiver shall include a reference to a receiver and manager to an administrator and any substituted receiver
- 16 2** At any time after the power of appointing a receiver has become exercisable the Lender may appoint by writing any person or persons (whether or not an officer of the Lender to be a receiver of all or any of the property charged by this deed upon such terms as to remuneration and otherwise as the Lender thinks fit and may from time to time by writing remove any receiver so appointed or require him to resign and appoint another in his place
- 16 3** A receiver so appointed shall be the agent of the Borrower and the Borrower shall be responsible for the receiver's acts and defaults and for its remuneration costs, charges and expenses to the exclusion of liability on the part of the Lender

Powers of receiver

- 17** A receiver appointed under this deed shall be entitled to exercise in the interests of the Lender all powers conferred on a receiver by the Law of Property Act 1925 and by way of addition to and without limiting those powers he may
- take possession of and get in all or any part of the property charged by this deed,
 - carry on or concur in carrying on the Borrower's business,
 - raise money from the Lender or others on the security of any property charged by this deed,
 - sell or concur in selling any of the property charged by this deed or otherwise deal with it on such terms in the interests of the Lender as they think fit,
 - let or concur in letting and to terminate or to accept surrenders of leases or tenancies of any of the property charged in this deed in such manner and generally on such terms and conditions as [he] thinks fit,
 - make any arrangement or compromise between the Borrower and any other person which [he] thinks expedient,
 - call up all or any of the Borrower's uncalled capital,
 - do all other things as he considers to be incidental or conducive to any of the above matters and powers and which he may lawfully do as agent for the Borrower, and
 - appoint managers and agents for the above purposes at such salaries, commissions or other remuneration as he determines

Money realised by receivers

- 18 1** The net profits of carrying on the Borrower's business and the net proceeds of any sale by the receiver shall be applied by him (after provision for his remuneration and all matters specified in paragraphs (i), (ii) and (iii) of the Law of Property Act 1925, s 109(8), and the Insolvency Act 1986, s 386 and Sch 6) in or towards satisfaction of the Indebtedness and any surplus shall be paid to the Borrower
- 18 2** Any payment made by the receiver to the Lender may be made on account of principal money or interest or partly in one way and partly in the other as the receiver deems expedient

Part 8 Administrative and miscellaneous

Waiver

- 19 None of the demand for or the acceptance of payments under this Deed or the failure by the Lender to enforce any of the terms or conditions of this Deed at any time or for any period will release or exonerate or in any way affect the liability of the Borrower or be a waiver of
- those terms or conditions,
 - the right of the Borrower at any time afterwards to enforce each and every term and condition of this Deed, or
 - any penalty attached to their non-performance

Notices

- 20.1 Any notice given under this deed shall be in writing and may be served
- personally,
 - by registered or recorded delivery mail,
 - by any other means which any party specifies by notice to the others as a means by which he is willing to accept service
- 20.2 Each party's address for the service of notice is his above mentioned address or such other address as he specifies by notice to the others
- 20.3 A notice is deemed to have been served
- if it was served in person, at the time of service,
 - if it was served by post, 48 hours after it was posted
- 20.4 No notices may be served by email, telex or facsimile transmission

Interpretation

- 21.1 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Deed
- 21.2 In this Deed
- references to any statutory provision are to the provisions as extended, modified, amended, re-enacted or replaced the date on which its construction is relevant for the purposes of this Deed and not as originally enacted or as at the date of this deed
 - Any reference to a statute includes a reference to any regulations or orders made under or pursuant to it
 - If any statutory provision is repealed in part or in whole without re-enactment, extension or modification, this clause shall continue to apply [as though that provision remained in force]
- 21.3 Section 6 of the Interpretation Act 1978 applies to this Deed in the same way that it applies to an enactment
- 21.4 In this Deed
- (a) words expressed in any gender shall where the context so requires or permits include any other gender,
 - (b) words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa,
 - (c) words expressed in the singular shall where the context so requires or permits include the plural, and

(d) where any party is more than one person

- the benefits contained in this Deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately, and
- the receipt of the survivor of joint holders of this Deed shall be a good discharge to the Borrower

21 5 References in this Deed to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether

- direct or indirect,
- on his own account, or
- for or through any other person, and
- those which he permits or suffers to be done or not done by any other person

21 6 The effect of all obligations affecting the Lender under this Deed is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this Deed an express limitation or modification

21 7 Except where the context renders it absurd or impossible every reference to any party to this Deed shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties

Signed as a deed by **Aerospace & Engineering Tools Limited** acting by a director and its secretary (or two directors)

Sign here



Director



Secretary (or Director)