



Registration of a Charge

Company name: **DELVES & CO LIMITED**

Company number: **08261006**



X715KI7V

Received for Electronic Filing: **06/11/2018**

Details of Charge

Date of creation: **01/11/2018**

Charge code: **0826 1006 0006**

Persons entitled: **SOCIETE GENERALE EQUIPMENT FINANCE LTD.**

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: **TRACY MILLS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8261006

Charge code: 0826 1006 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2018 and created by DELVES & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2018 .

Given at Companies House, Cardiff on 8th November 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 1st November 2018

DELVES & CO LIMITED

(1)


-and-

SOCIETE GENERALE EQUIPMENT FINANCE
LIMITED

(2)

CHattel MORTGAGE

I certify this to be a true
copy of the original.


Authorised Signature

Societe Generale Equipment Finance Limited is authorised and regulated by the Financial Conduct Authority

THIS MORTGAGE is made on 1st November 2018
BETWEEN

- (1) **DELVES & CO LIMITED** (registered in England and Wales with company number 08261006) of Craven Centre, Craven Arms, SY7 9PY (the "Company"); and
- (2) **SOCIETE GENERALE EQUIPMENT FINANCE LIMITED** of Parkshot House, 5 Kew Road, Richmond, Surrey, TW9 2PR (the "Mortgagee").

WHEREAS:

- (A) The Mortgagee has or is proposing to enter into a lease agreement with the Company on or about the date of this Mortgage (the "Lease Agreement").
- (B) In consideration of the Mortgagee agreeing to enter into the Lease Agreement with the Company, the Company has agreed to provide this Mortgage.

IT IS HEREBY AGREED as follows:

1. The Company hereby covenants with the Mortgagee to pay to the Mortgagee on demand all monies and discharge all liabilities which now are or any time hereafter may be due, owing or incurred from or by the Company to the Mortgagee and for which the Company may be or become liable to the Mortgagee on any current or other account or in any manner whatsoever and whether actual or contingently and whether as principal or surety and whether alone or jointly with any other person and in whatever name, style or form TOGETHER WITH discount, commission, charges, legal and other costs and expenses incurred or charged according to the usual practice of the Mortgagee with similar accounts.
2. Any notice demand or request to be given hereunder by either party to the other shall be given in writing or by telex or facsimile and (without prejudice to any other effective mode of service) shall be deemed to have been sufficiently served if sent to the recipient at its address given above or to its registered office or to such other address as may have been notified in accordance with the provisions of this Clause 2. Service if by post shall be deemed to have been effected on the business day following posting and if by telex or facsimile on the date of despatch.
3. The Company will pay interest at the rate specified in the Lease Agreement from time to time on the money due under Clause 1 above from the due date therefor until the actual date of payment (whether before or after any judgment which may be recovered therefor) upon such days in each year as the Mortgagee shall from time to time fix and such interest shall be compounded quarterly in each year in the event of it not being punctually paid on the said days but without prejudice to the right of the Mortgagee to require payment of such interest.
4.
 - (a) The Company with full title guarantee HEREBY CHARGES with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including any expenses and charges arising out of or connection with the acts or matters referred to in Clause 6 hereof) the interest from time to time of the Company in the equipment set out in the Schedule hereto ("the Equipment")
 - (b) The Company shall not without the prior consent in writing of the Mortgagee:

- (i) sell assign charge alienate or otherwise dispose of the Equipment or any part thereof;
 - (ii) create or allow to subsist any specific or other mortgage, debenture, charge or lien (save for a lien arising by operation of law in the ordinary course of business and discharged within 14 days) upon the Equipment or any part thereof ranking or purporting to rank either in priority to or pari passu with any charges hereby created.
- (c) Upon the irrevocable payment or discharge in full of the obligations secured by this Mortgage, the Mortgagee shall at the request and cost of the Company transfer to the Company all of the Mortgagee's right, title and interest in or to the Equipment free from this Mortgage.
- 5.
 - (a) At any time after the Mortgagee shall have demanded payment of any money or liability or other sum hereby secured the Mortgagee may exercise in respect of any of the Equipment the power of sale conferred upon mortgagees by Section 101 of the Law of Property Act 1925 without the restrictions imposed by Section 103 of that Act.
 - (b) Any sale pursuant to Clause 5(a) may be for cash debentures or other obligations shares stocks or other valuable consideration and may be payable as a lump sum or by instalments (with or without payment of interest thereon) spread over such period as the Mortgagee shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby.
- 6.
 - (a) At any time after the Mortgagee shall have demanded payment of any money or liability or other sum hereby secured the Mortgagee may in writing appoint any person or persons to be a receiver or receivers or an administrative receiver or administrative receivers (a "Receiver or Receivers") of the Equipment or any part thereof and remove any Receiver or Receivers so appointed and appoint another or others in his or their place and a Receiver or Receivers so appointed shall have power (in addition to the powers conferred by Section 109 of the Law of Property Act 1925 and Schedule 1 to the Insolvency Act 1986) in the name or on behalf and at the cost of the Company or at his or their option (but only with the specific approval in writing of the Mortgagee) in the name of the Mortgagee or at his or their option in his or their own name(s) (and in any case notwithstanding any liquidation of the Company) to do or omit to do in relation to the Equipment all or any of the following:-
 - (i) take possession of collect and get in any of the Equipment and for that purpose take defend or otherwise conduct settle and/or dispose of any proceedings in the name of the Company or otherwise as may seem expedient
 - (ii) in conjunction with any Receiver or Receivers appointed under any other security over any of the assets of the Company, carry on manage or concur in carrying on and managing the business of the Company or any part thereof and for any of those purposes raise or borrow any money from or incur any other liability with the Mortgagee or any other person and on such terms as to interest or otherwise and with or without security as the Receiver or Receivers may think expedient and so that any such security may be or include a charge on the whole or any part of the Equipment hereby charged

- (iii) sell or concur in selling any of the Equipment in accordance with the provisions of Section 101 of the Law of Property Act 1925 and otherwise upon such terms as the Receiver or Receivers shall think fit but without the restrictions imposed by Section 103 of that Act and so that the provisions as to the consideration for sales contained in Clause 5(b) shall apply also to the exercise by the Receiver or Receivers of the powers granted by this Clause 6(a) (iii)
 - (iv) make any arrangement or compromise which he or they shall think expedient
 - (v) make and effect all repairs renewals and any improvements of the Equipment and maintain or renew all insurances
 - (vi) do all such acts and things as may be considered by such Receiver or Receivers to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Mortgagee's security
- (b) All money received by such Receiver or Receivers shall be applied first in payment of his or their remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred secondly in providing for the matters specified in the first three paragraphs of Section 109(8) of the Law of Property Act 1925 thirdly in or towards the payment of any debts or other imposts which are by statute made payable in preference to the monies hereby secured to the extent to which such debts or imposts are made so payable and fourthly (when so required) in or towards satisfaction of the money and liabilities and other sums hereby secured and all the foregoing provisions shall take effect as and by way of variation and extension of the provision of Section 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein.
- (c) Any Receiver or Receivers so appointed shall at all times and for all purposes be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration
- (d) Any such Receiver or Receivers shall be entitled to remuneration for his or their services and the services of his or their firm(s) appropriate to the works and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or Receivers in accordance with the current practice of the Receiver or Receivers or his or their firm(s) and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925
- (e) Any such Receiver or Receivers so appointed shall be a receiver and manager provided that only money actually paid by the Receiver or Receivers to the Mortgagee shall be capable of being applied by the Mortgagee in or towards satisfaction of any money or liabilities or other sums hereby secured.
7. During the continuance of this security the Company shall:
- (a) furnish to the Mortgagee a copy of its annual balance sheet and profit and loss account required to be produced by law (together with all reports and accounts required by law to be annexed thereto) duly audited and also from time to time such other financial information as the Mortgagee may reasonably require.

- (b) procure that the Equipment is kept fully insured in the joint names of the Company and the Mortgagee or with the interest of the Mortgagee endorsed on the policy or policies or noted as the Mortgagee endorsed on the policy or policies or noted as the Mortgagee requires. If default is made by the Company in keeping up such insurance the Mortgagee may effect or renew the insurance and any sum or sums so expended by the Mortgagee shall be repayable by the Company to the Mortgagee on demand together with interest as provided in Clause 3 from the date of payment by the Mortgagee. All money which may at any time be received or receivable under any insurance covering the Equipment shall be held in trust for the Mortgagee and (at the Mortgagee's option) shall either be paid to the Mortgagee or shall be applied in replacing or restoring the Equipment destroyed or damaged.
 - (c) pay and indemnify the Mortgagee and as a separate covenant any Receiver or Receivers appointed by it against all existing and future rents rates taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and whether of a nature of capital or revenue and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the Equipment or any part thereof or by the owner thereof. If any such sums shall be paid by the Mortgagee or any such Receiver or Receivers the same shall be repaid by the Company on demand with interest as provided in Clause 3 from the time or respective times of the same having been paid or incurred by the Mortgagee or such Receiver or Receivers as the case may be and the payment of any such sum by the Mortgagee shall not constitute it a mortgagee in possession of the Equipment or properties in respect of which such payment is made.
 - (d) pay the storage charges and any rent rates and taxes in respect of the premises where the Equipment is kept ("the Premises") and will keep the Equipment from being distrained for rent rates or taxes or from being taken under any execution and will at all times on demand produce to the Mortgagee or its agents the receipts for such charges rents rates or taxes and it shall be lawful for the Mortgagee to pay and discharge all charges rents rates taxes assessments or outgoings which at any time during the subsistence of this mortgage may be or become due assessed or payable in respect of the Premises and all sum or sums so expended by the Mortgagee shall be repayable by the Company on demand together with interest as provided in Clause 3 from the date of payment by the Mortgagee.
 - (e) not permit or suffer any distress or execution to be levied on the Equipment or any part thereof.
 - (f) not remove the Equipment or any part thereof from the United Kingdom without the prior written consent in writing of the Mortgagee.
 - (g) keep the Equipment and ensure that it is kept in good and substantial repair and condition and it shall be lawful for the Mortgagee from time to time and at all reasonable times during the continuance of this mortgage to enter on the Premises and to view or inspect the Equipment. If default shall at any time be made by the Company in keeping the Equipment in good and substantial repair and condition the Mortgagee may enter into the Premises and repair and maintain the Equipment and any sum or sums expended by the Mortgagee shall be repayable by the Company on demand together with interest as provided in Clause 3 from the date of payment by the Mortgagee.
8. (a) The Company hereby covenants with the Mortgagee that it will sign and execute and do all such deeds documents acts things as the Mortgagee or any Receiver or Receivers appointed by the Mortgagee hereunder may require for perfecting any

security hereby constituted for facilitating the exercise of any of their respective powers hereunder and for facilitating the realisation of any security hereby constituted.

- (b) For the purpose of securing the interest of the Mortgagee in the Equipment the Company hereby irrevocably and by way of security appoints the Mortgagee and any Receiver or Receivers appointed by the Mortgagee hereunder to be its attorney (with full power to appoint substitutes and to sub-delegate in both cases with regard to all or any part or parts of the Equipment) on its behalf in its name or otherwise and as its act and deed to sign execute or do any deed document act or thing which the Company is or may become obliged to sign execute or do hereunder or which the Mortgagee or any such Receiver or Receivers may in its or his or their absolute discretion consider appropriate in connection with the exercise of any of the powers of the Mortgagee or of such Receiver or Receivers or the realisation of any security hereby constituted.
9. If the Mortgagee receives notice of any subsequent charge or assignment or other interest affecting the Equipment or any part thereof the Mortgagee may open a new account or accounts with the company. If the Mortgagee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by or on behalf of the Company to the Mortgagee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Mortgagee at the time when it received notice.
10. The restriction on consolidation of mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.
11. (a) The Company unconditionally covenants with the Mortgagee to indemnify the Mortgagee and any Receiver or Receivers appointed by it hereunder (on a full complete and unqualified basis) against all claims proceedings expenses and liabilities which the Mortgagee or any such Receiver or Receivers may incur otherwise than by reason of negligence or any fraudulent activity on the part of it or him or them or any of its or his or their respective employees or agents (and in the case of the Mortgagee whether before or after it has demanded payment of any monies hereunder):-
- (i) in connection with this mortgage or in consequence of anything done hereunder by the Mortgagee or any Receiver or Receivers appointed by it or of anything omitted to be done hereunder by the Company in breach of the terms hereof and
- (ii) by reason of any payment or discharge in respect of any monies hereby secured (whether made by the Company or a third party) being impeached or declared void for any reason whatsoever
- (b) The amounts payable under sub-clause (a) above shall carry interest in accordance with Clause 3 from the date on which they were paid or incurred by the Mortgagee or a Receiver or Receivers (as the case may be) and such amounts and interest may be debited by the Mortgagee to any account of the Company
12. References in this mortgage to the provisions of any statute include references to the same as in force (including any amendment or re-enactment) at the time by reference to which the same falls to be interpreted.
13. No failure to exercise and no delay in exercising on the part of the Mortgagee any right power or privilege under this mortgage shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the

exercise of any other right power of privilege. The rights and remedies provided in this mortgage are cumulative and not exclusive of any rights or remedies provided by law

14. The expression "the Mortgagee" hereinbefore used shall include the Mortgagee's assigns (whether immediate or derivative) and any person firm or body corporate or unincorporate with which it may merge or amalgamate and any branch or subsidiary wherever situate

Any appointment or removal under Clause 6 hereof or consents hereunder may be made or given by writing signed or sealed by any duly authorised representative of the Mortgagee and the Company hereby irrevocably appoints any such duly authorised representative of the Mortgagee to be its Attorney in the terms and for the purposes set forth in Clause 8

15. The security hereby created is in addition to any other security or securities which the Mortgagee may now or from time to time hold or take from the Company
16. (a) Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or any contractual or other right which the Mortgagee may at any time have for any money or liabilities or other sums due or incurred by the Company to the Mortgagee or any right or remedy of the Mortgagee thereunder and any receipt release or discharge of the security provided by or of any liability arising under this mortgage shall not release or discharge the company from any liability to the Mortgagee for the same or any other monies which may exist independently of this mortgage
- (b) Where the security hereby given to the Mortgagee initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this mortgage operates as collateral or further security the security hereby provided shall in respect of any monies which were originally intended to be secured by an independent security for any such monies.
17. Each of the provisions in this mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
18. This mortgage shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS of which the Company has executed this mortgage as a Deed

THE SCHEDULE

The Equipment

Description

1x 3750mm Arneg Osaka 3 – extra height 2160mm high for off-licence Serial No: K180329024
2x 1x1875mm & 1 x 2500mm Arneg Osaka 3 – extra height 2160mm high Serial Nos: K180329025/K180201006
7x 2x1875mm, 4 x 2500mm Arneg Panama 3, extra height 2160mm high, Serial Nos: K180412016/K180521063/K180417064/K180417065/K180417066/K180417067/
2x 2 x 3750mm Arneg Panama 3, extra height 2160mm high for dairy produce Serial Nos: K180417056/K180417057
1x 1 x 3750mm Arneg Panama 3, extra height 2160mm high for dairy produce Serial No: K180417059
1x 1x 3898mm (5 door) Arneg mini Astana freezer Serial No: K180614065
1x Chiller room 2400mm x 2400mm with shelving to 3 walls Serial No: 18224907
1x Freezer room 2500mm x 3500mm with shelving to 3 walls Serial No: 18150510
Shopfitting works:
1x Corner section of counter, approx. 800mm x 800mm, counter section approx. 1000mm long for lottery Hermes machine, counter security door and end panel
1x Full gondola end panel in ral 7024
2x Wall end panels in ral 7024
4x Pasadena pine side wing units to the refrigeration Flower stand in Pasadena pine
5x 800mm brass effect metal frame with Pasadena pine shelves
2x Timber crate units as per craven arms to off licence section
1x 1300mm solid surface food to go counter
24x Shelving Arneg IMZ 25: Wall shelving bays 22x Gondola shelving bays
9x EPU bays

EXECUTED as a Deed by)
Delves & Co Limited)
acting by:)

Director.....

Secretary/Director.....