

MR01

Particulars of a charge



Companies House

711427/20



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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

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

This form must be delivered to the Registrar for registration
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.



A06 17/11/2017 #447
COMPANIES HOUSE



You must enclose a certified copy of the instrument with this form.
It must be scanned and placed on the public record. Do not send the original.

FRIDAY

1 Company details

Company number S C 1 4 4 0 6 5

Company name in full E.T. HIRE LIMITED

For official use
5

→ **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 0 3 1 1 2 0 1 7

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 RICHARD FAIRFIELD

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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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

~~None~~

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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

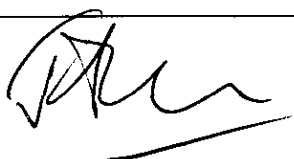
Signature

Please sign the form here.

Signature

Signature

X



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**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

JAMIE LLOYD

Company name

NEXUS SOLICITORS LIMITED

Address

CARLTON HOUSE

16-18 ALBERT SQUARE

Post town

MANCHESTER

County/Region

Postcode

M 2 5 P E

Country

DX

14355 MANCHESTER

Telephone

0161 819 4900

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 144065

Charge code: SC14 4065 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd November 2017 and created by E.T. HIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2017.

Given at Companies House, Edinburgh on 24th November 2017



Companies House



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

FLOATING CHARGE

by

E.T. HIRE LTD

in favour of

RICHARD FAIRFIELD

3 November
2017

I certify that this document is a true copy of the original

Signed 

Print name James Lloyd

Dated 9/11/2017

nexus solicitors

Carlton House, 16-18 Albert Square, Manchester. M2 5PE

Leslie Wolfson & Co.,

Solicitors

19 Waterloo Street

Glasgow G2 6BQ

DX GW106, Glasgow

JAC/SW/B3117

Doc Name: JAC/Floating Charge/2017/B3117 (03.11.17)

FLOATING CHARGE

by

E.T. HIRE LTD, a company incorporated under the Companies Acts with Company Number SC144065 and having its registered office at Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EH (the "**Company**")

in favour of

RICHARD FAIRFIELD, residing at 2 Beechfield, Higher Downs, Altringham, Cheshire, WA14 2QN ("**Mr Fairfield**")

WHEREAS

- (A) The Parent (as hereinafter defined) will issue the Loan Notes (as hereinafter defined) to Mr Fairfield in support of deferred consideration payable by the Parent to Mr Fairfield for the shares in the Company held by Mr Fairfield.
- (B) The Company has agreed to grant a guarantee (The "**Guarantee**") of the Parent's liability to Mr Fairfield in terms of the Loan Notes.
- (C) The Company has agreed to grant a floating charge (the "**Floating Charge**") to Mr Fairfield on the terms set out in this document as collateral security for the performance of the Company's obligations in terms of the Loan Notes.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1 Interpretation

1.1 In the interpretation of this Floating Charge, the following terms shall have the following meanings:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for business in Scotland.

"Loan Notes" means the £417,125 fixed rate secured loan notes 2022 of the Company issued to Mr Fairfield on or about the date of this Floating Charge.

"Parent" means E.T. Hire Holdings Limited, a company incorporated in England and Wales under the Companies Act 2006 (registered number 10935559) and having its registered office at c/o HRC Law LLP, Acresfield, 8-10 Exchange Street, Manchester, M2 7HA.

"Secured Liabilities" means all of the Company's liabilities under the Guarantee.

1.2 In this Floating Charge, references to:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to gender include references to both genders;

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1.2.3 clause headings are for reference only and shall not affect the construction or interpretation of this Floating Charge;

1.2.4 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation; and

1.2.5 any term or phrase defined in the Companies Act 1985 or the Companies Act 2006 (as amended or in force from time to time) shall bear the same meaning in this Floating Charge.

2 Payment Obligation

The Company shall on demand in writing made to it pay or discharge the Secured Liabilities on the Secured Liabilities becoming due and payable in terms of the Guarantee.

3 Charging Provision

The Company grants a Floating Charge over the Assets to Mr Fairfield as a continuing security for the payment or discharge of the Secured Liabilities.

4 Negative Pledge and Ranking of Floating Charge

4.1 The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Floating Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than with the prior written consent of Mr Fairfield.

4.2 In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 4.1, this Floating Charge shall rank in priority to that fixed security or floating charge.

5 Undertakings

5.1 The Company shall not without the prior written consent of Mr Fairfield:

5.1.1 sell, transfer, assign, factor, lease, license or otherwise dispose of all or any of the Assets or its interest in them other than in the ordinary course of trading; or

5.1.2 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets.

5.2. The Company shall:

5.2.1 at all times comply with the terms of this Floating Charge;

5.2.2 notify Mr Fairfield immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the

Company or any type of third party debt order or freezing order is made and served on the Company; and

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- 5.2.3 notify Mr Fairfield immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company.

6 Enforcement

- 6.1 This Floating Charge shall become enforceable upon and at any time after the occurrence of any of the following events:
- 6.1.1 if the Parent has failed to pay all or any of the Secured Liabilities following a demand for payment from Mr Fairfield;
 - 6.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
 - 6.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets;
 - 6.1.4 the making of a request by the Company for the appointment of a receiver or administrator; and
 - 6.1.5 if the Company breaches any of the provisions of this Floating Charge.
- 6.2 At any time after this Floating Charge has become enforceable Mr Fairfield shall be and is entitled to appoint in writing any one or more persons as:
- 6.2.1 a receiver of all or any of the Assets; and/or
 - 6.2.2 an administrator of the Company,
- in each case in accordance with and to the extent permitted by applicable laws.

8 Notices

- 8.1 Any communication to be made under or in connection with this agreement shall be made in writing and, unless otherwise agreed between the parties, shall be made by letter at the addresses shown under the parties' details given above.
- 8.2 Any letter delivered by one person to another under or in connection with this agreement will only be effective when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

9 **Miscellaneous**

No failure or delay by Mr Fairfield in exercising any right or remedy under this Floating Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

10 **Consent to Registration**

The Company consents to the registration of this Floating Charge for preservation and execution.

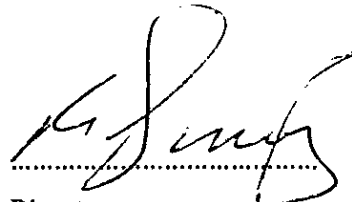
11 **Governing Law**

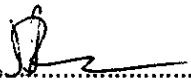
This Floating Charge shall be governed by and construed in accordance with Scots law IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages are executed as follows:

Signed for and on behalf of E.T. HIRE
LIMITED by
a director

at

On 3 November 2017


.....
Director


.....Witness signature


.....Witness full name

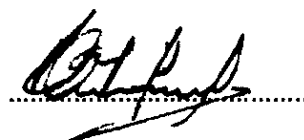

.....Witness address

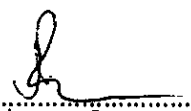
Acresfield
8-10 Exchange Street
Manchester
M2 7HA

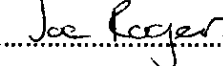
Signed by RICHARD FAIRFIELD


at

on 3 November ~~2016~~ 2017


.....


.....Witness signature


.....Witness full name


.....Witness address
Acresfield
8-10 Exchange Street
Manchester
M2 7HA