



Registration of a Charge

Company name: **BOB ATKINSON TRANSPORT LIMITED**

Company number: **05355048**



X35U78A8

Received for Electronic Filing: **15/04/2014**

Details of Charge

Date of creation: **26/03/2014**

Charge code: **0535 5048 0003**

Persons entitled: **PETER MORGAN**

Brief description: **NONE**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PETER SWARBRICK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5355048

Charge code: 0535 5048 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2014 and created by BOB ATKINSON TRANSPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2014 .

Given at Companies House, Cardiff on 16th April 2014

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

Charge Deed

This Deed is dated 26th March 2014

PARTIES

- (1) BOB ATKINSON TRANSPORT LIMITED incorporated and registered in England and Wales with Company Number 5355048, whose registered office is at 2 KELD CLOSE, STANTON, PENRITH, CUMBRIA. CA11 0EJ ("Borrower")
- (2) PETER MORGAN of 85 MOORLAND ROAD POULTON LE FYLDE LANCASHIRE FY6 7ER ("Lender")

BACKGROUND

This deed is supplemental and collateral to a loan made by the Lender to the Borrower

AGREED TERMS

1. Interpretation

1.1 The definitions in this clause apply in this deed.

Account: a separate interest bearing deposit account at the Bank.

Bank: National Westminster PLC and its successors and assignees or such other bank of building society in England and Wales as the Lender may from time to time nominate.

Default: any failure by the borrower to:

- a) Pay the whole or any part of the sums due to, or recoverable by, the Lender under the Loan Agreement or this deed, whether formally demanded or not;
- b) Observe and perform any covenant and conditions contained or referred to in this Loan Agreement or this deed;
- c) Pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants and conditions of the Borrower under the Loan Agreement or this deed.

Deposit: the Initial Deposit any other sums from time to time standing to the credit of the Account.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Agreements (No.2) Regulations 2003 (SI2003/3226).

Initial Deposit: the sum of £50,000.00

Interest: any interest accruing on the Deposit

Security Financial Collateral Arrangement: has the meaning given to that expression in the Financial Collateral Regulations.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

Working Day: a day which is not Saturday, Sunday, a bank holiday or a public holiday in England and Wales

- 1.2. References to the **Lender** include a reference to the Lender's assigns and successors in the title.
- 1.3. References to the **Borrower** include a reference to its successors in the title and assigns.
- 1.4. Clause headings do not affect the interpretation of this deed.
- 1.5. A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality)
- 1.6. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. A reference to the statute or statutory provision is a reference to it as it is in force as at the date of this deed.
- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made (from time to time **OR** as at the date of this deed) under that statute or statutory provision.
- 1.10. Reference to clauses are to the clauses of this deed.
- 1.11. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the word preceding those terms.
- 1.12. A reference to **writing** or **written** includes faxes but not e-mail.

2 Deposit.

- 2.1 At all times the Borrower shall maintain the Deposit in the Account at a sum not less than the Initial Deposit.
- 2.2 The Deposit belongs to the Borrower subject to the terms of this deed.

3 Charge of the Account

- 3.1. The Borrower warrants to the Lender that:

- a) the Deposit is, and shall at all times be, free from any charge, encumbrance or other security interest in favour of any third party;
- b) The Borrower shall not assign or otherwise dispose of its interest in, or the benefit of its rights under, this deed, the Deposit or the Account (or any part of them); and
- c) The Borrower shall not create any further charge, encumbrance or security interest over the whole, or any part, of the Deposit or the Account.

- 3.2. The Borrower, with full title guarantee, charges the Deposit (together with the Borrower's right to the return of the Deposit or such part of the Deposit to which the Borrower is entitled under the terms of this deed), to the Lender as security for the performance of the Borrower's obligations under the Loan Agreement and this deed.
- 3.3. The Borrower covenants that it shall execute any document or take any action the Lender specifies in order to perfect the security referred to in clause 3.2.
- 3.4. The security created by clause 3.2 of this deed is in addition to, and shall not affect, any other security of the Lender as regards the Borrower.
- 3.5. The Borrower confirms that the charge in clause 3.2 does not contravene any of the provisions of the Borrower's memorandum and articles of association and that this deed has been executed in accordance with them.

4. Interest

- 4.1. Except where this deed provides otherwise, any Interest earned on the Deposit shall belong to the Borrower.
- 4.2. No interest shall be released to the Borrower.

5. Withdrawals

- 5.1. Following any Default, the Lender shall be entitled to withdraw from the Deposit such proportion of the Deposit as may be reasonably necessary to make good that Default.
- 5.2. Subject to clause 5.3 the Lender may make withdrawals from the Deposit as often as necessary.
- 5.3. The Lender shall give written notice to the Borrower within five Working Days following each and every withdrawal specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.

6. Repayment of the Deposit

- 6.1. The Lender shall be entitled to retain from the Deposit so much of the Deposit as may be reasonably necessary to make good any Default.
- 6.2. The liability of the Borrower to the Lender shall not be limited to the amount of the Deposit.

7. Costs

On completion of this deed, the Borrower shall pay the reasonable costs and disbursements of the Lender's solicitors in connection with this deed including any costs and disbursements incurred or to be incurred by the Lender in registering this deed. This obligation extends to costs and disbursements assessed on a full indemnity basis and any VAT in respect of those costs and disbursements except to the extent that the Lender is able to recover such VAT.

8. Indemnity

The Borrower shall make good to the Lender on demand, and indemnify the Lender against all losses, damages, costs, expenses and claims arising from any breach of the terms of this deed.

9. Financial Collateral Arrangements.

- 9.1. To the extent that the Deposit, or any part of it, constitutes Financial Collateral and this deed and the Borrower's obligations constitute a Security Financial Collateral Arrangement, the Lender has the right to appropriate all or any part of the Deposit in or towards payment and/or discharge of all monies, obligations and liabilities owed by the Borrower to the Lender under, or in connection with, this deed or this charge, together with all interest accruing in respect of such monies or liabilities.

- 9.2. For the purpose of the Financial Collateral Regulations:

- a) the value of the Financial Collateral is the amount of the Deposit, together with any interest (if appropriate) at the point of withdrawal arises; and
- b) the method of valuation contained in this deed constitutes a commercially reasonable method of valuation.

10 Third Party Rights

A person who is not a party to this deed shall not have any rights under or in connection with it.

11. Registration of the Deed

Where applicable, the Lender shall register the charge contained in this deed at Companies House within twenty-one days from, but not including, the date of this deed.

12. Governing Law and Jurisdiction

- 12.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

BOB ATKINSON TRANSPORT LIMITED

Acting by

R-J Ak

MR ROBERT JOHN ATKINSON

Director

In the presence of

Witness Signature

Anthony JJ

Witness name

Anthony Wood

Address

5 Mill Hill Lane

Lancaster Road, Out Rangle

PR3 6AD

Occupation.....ACCOUNTANT