



Registration of a Charge

Company Name: **ERH CONTRACTING LTD**

Company Number: **10642800**



XBFT7VPU

Received for filing in Electronic Format on the: **31/10/2022**

Details of Charge

Date of creation: **28/10/2022**

Charge code: **1064 2800 0002**

Persons entitled: **KINGSLEY ASSET 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PETER BEDNARCZYK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10642800

Charge code: 1064 2800 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2022 and created by ERH CONTRACTING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2022 .

Given at Companies House, Cardiff on 1st November 2022

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**

CHATELS MORTGAGE BY A COMPANY

Date: 28 OCTOBER 2022

This Mortgage is granted by the Company defined below to:

Kingsley Asset Finance Ltd of Sterling House 2-4 Mill Lane Whittle-Le-Woods Chorley PR6 7LX ("KAFL")

PRELIMINARY

- A KAFL has purchased certain Goods from the Company and, following completion of that purchase, KAFL granted a hire purchase agreement to the Company of the same Goods.
- B The Company has agreed to grant KAFL this security on the Goods.

Definitions

- Company:** ERH Contracting Limited (Company registration number: 10642800) whose registered office is situated at Vantage House Euxton Lane Euxton Chorley PR7 6TB
- Company's Obligations:** All the Company's liabilities to KAFL of any kind together with KAFL's Charges, Commission, Interest and Expenses.
- Expenses:** All expenses (on a full indemnity basis) incurred by KAFL or any Receiver at any time in connection with the Goods or the Company's Obligations or in taking or perfecting this deed or in preserving, defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred.
- Goods:** The items of plant, machinery, equipment and/or other goods (fixed or moveable) purchased by KAFL from the Company and listed on the attached Schedule including all accessories, replacements and spare parts for the time being attached or relating to the same and together with the benefit of all existing and future manufacturer's, supplier's and servicing and maintenance contracts, warranties and guarantees.
- Interest:** Interest at such rate and calculated on such a basis (if any) as has been agreed between KAFL and the Company or, in the absence of an agreement, at the rate of 5% over the Finance House Base Rate.
- Charge**
1. The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee assigns to KAFL the Goods. On payment and discharge of all the Company's Obligations KAFL will at the request and cost of the Company re-assign the Goods to the Company but subject always to KAFL's rights as purchaser of the Goods.

Repair and Insurance

- 2.1 The Company will keep the Goods in good condition and comprehensively insured to KAFL's reasonable satisfaction for its full reinstatement cost and in default KAFL (without becoming liable to account as mortgagee in possession) may enter the premises where the Goods are located and repair or insure the Goods. The Company will deposit the insurance policy with KAFL or where KAFL agrees a copy of it.
- 2.2 The Company will hold in trust for KAFL all money received under any insurance of the Goods and at KAFL's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations.

Restrictions and Notice of Mortgage

3. The Company will not without KAFL's previous written consent sell, deal with, lease, licence or dispose of the Goods or create or permit to arise any mortgage, charge, pledge or lien on the Goods;

Covenants by the Company

- 4.1 The Company will from time to time deposit with KAFL all documents of title, invoices, contracts, warranties and guarantees relating to the Goods.
- 4.2 The Company will not without the previous written consent of KAFL:
 - 4.2.1. change the location of the Goods;
 - 4.2.2. agree to any variation or release of any warranty or guarantee relating the Goods;
 - 4.2.3. carry out any works to the Goods which would affix it to the land on which it stands in a way which would make it form part of that land.

Powers of KAFL

- 5.1 KAFL may, without restriction, grant or accept surrenders of any lease, hire purchase agreement or licence of the Goods.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply and KAFL may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.
- 5.3 KAFL may under the hand of any official or manager or by deed appoint or remove a receiver or Receivers of the Goods and may fix and pay the fees of a Receiver buy any Receiver shall be deemed to be the agents of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration.
- 5.4 All or any of the powers conferred on a Receiver by Clause 6 may be exercised by KAFL without first appointing a Receiver or notwithstanding any appointment.
- 5.5 KAFL will not be liable to account to the Company as mortgagee in possession for any money not actually received by KAFL.
- 5.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 5.7 In addition to any lien or right to which KAFL may be entitled by law, KAFL may from time to time without notice and both before and after demand set off the whole or any part of the Company's Obligations against any deposit or credit balance on any account of the Company with KAFL (whether or not that deposit or balance is due to the Company).

- 5.8 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Company with KAFL that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be payable to the Company before all the Company's Obligations have been discharged but KAFL may without prejudice to this deed permit the Company to make withdrawals from time to time.

Receivers

- 6.1 Any Receiver appointed by KAFL shall have full power to carry on work or to sell, lease, licence, charge, deal with, dispose of and manage the Goods and do anything which he considers conducive or incidental to managing and realising the Goods or the income from the Goods and he may borrow any money he requires for those purposes.
- 6.2 In the case of Joint Receivers any power may be exercised jointly or severally.
- 6.3 A Receiver shall apply all monies he receives first in payment of all the monies borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

Power of Attorney

7. The Company irrevocably appoints KAFL and any Receiver to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds, instruments and documents or take, continue or defend any proceedings which may be required by KAFL or any Receiver pursuant to this deed or the exercise of any of their powers.

Appropriation

- 8.1 Subject to Clause 8.2, KAFL may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as KAFL decides.
- 8.2 KAFL may open a new account or accounts upon KAFL receiving actual or constructive notice of any charge or interest affecting the Goods. Whether or not KAFL opens any such account no payment received by KAFL after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice.

Preservation of other Security and Rights and Further Assurance

- 9.1 This deed is in addition to any other security present or future held by KAFL for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of KAFL.
- 9.2 The Company will at its own cost at KAFL's request execute any deed or document and take any action required by KAFL to perfect this security or further to secure on the Goods the Company's Obligations.

Notices

- 10.1 Any notice or demand by KAFL may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the Company's address last known to KAFL.

- 10.2 A notice or demand by KAFL by post shall be deemed served on the day after posting.
- 10.3 A notice or demand by KAFL by fax shall be deemed served at the time of sending.

Governing Law

11. This deed shall be governed by and construed in accordance with English Law.

Interpretation

- 12.1 The expressions "Company" and "KAFL" where the context admits include their respective successors in title and assigns.
- 12.2 References to the "Goods" include any part of it and also include all spare parts and replacements, modifications and additions.
- 12.3 Interest will be calculated both before and after demand or judgement on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as KAFL may select.
- 12.4 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

Goods

1. Used 2021 Nautique Super Air G23 ZZ6 boat – hull №: USCTC14056G021
2. Boat trailer VIN number 5A7BB2325MT000551
3. Indespension trailer Serial №: 19323
4. Ifor Williams Trailer Serial №: SCKD00000K0763740
5. Fuel Bowser serial №: SA9300467FP160119

IN WITNESS of this deed has been duly executed on behalf of ERH Contracting Ltd

Signed and Delivered as a
Deed by the Company
acting by a Director in the
presence of:

)
) Director. Jonathan Smith
)
)

Witness: Jonathan Smith

Name: J.C. Smith

Address: Stirling House, Choley, RG6 7LX

Occupation: DIRECTOR