



**Registration of a Charge**

Company name: **GULLIVER'S TRUCK HIRE LIMITED**

Company number: **00685638**



X4E7JS8Y

Received for Electronic Filing: **20/08/2015**

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**Details of Charge**

Date of creation: **12/08/2015**

Charge code: **0068 5638 0070**

Persons entitled: **SCANIA FINANCE GREAT BRITAIN LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**GATELEY PLC**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 685638

Charge code: 0068 5638 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2015 and created by GULLIVER'S TRUCK HIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2015 .

Given at Companies House, Cardiff on 21st August 2015

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**

**THIS CHARGE** is made on

12 August

2015

**BETWEEN**

- (1) The Company identified in Schedule 1 (the **Company**); and
- (2) Scania Finance Great Britain Limited (Registered in England No. 2173954) whose registered office is at 55 Baker Street, London W1U 7EU (**SFGB**)

**IT IS AGREED** as follows:-

**1. Agreement to pay**

**1.1 The Company will punctually pay and discharge:**

- 1.1.1 all monies debts and other liabilities howsoever arising or occurring and whether certain or contingent which are now or at any time hereafter due owing or incurred by the Company to SFGB or for which the Company may be or become liable to SFGB (whether alone or jointly with any other person and whether as principal or surety);
- 1.1.2 interest on and charges on all such sums to the date of payment after as well as before judgement at such rate or rates as may from time to time be agreed and in default of agreement at the rate of 5% over Finance House Base Rate from time to time in force; and
- 1.1.3 all commissions, discount and other charges (including legal charges and expenses) which SFGB may charge or incur in respect of any of the aforesaid.

- 1.2 The Company acknowledges that all monies, debts and liabilities set out in Clause 1.1 above shall in the absence of SFGB's written agreement to the contrary be due and payable on demand.

**2. Charge**

The Company with full title guarantee and as beneficial owner hereby charges as a continuing security for the due payment to SFGB of the Secured Liabilities all its rights, title and interests the Assets together with the proceeds of the Assets by way of the type of charge identified in Schedule 2.

**3. Agreements of the Company**

The Company shall at its own expense:

- 3.1 Procure that the Assets are kept fully insured;
- 3.2 Conduct and carry on the business of the Company in a proper and efficient manner and keep or cause to be kept proper books of account relating to its business and permit SFGB and/or its agents to inspect and take copies of the same without charge and pay as they become due all debts and liabilities which by statute or otherwise have priority to the indebtedness of the Company secured by this Deed;
- 3.3 Provide to SFGB yearly a balance sheet profit and loss account and trading account showing the true position of the Company's affairs at a date not more than six months previously and certified by the Company's auditors and also from time to time such other information concerning the performance and assets and liabilities of the Company and of any subsidiary or associated companies of the Company as SFGB may reasonably require;

- 3.4 At SFGB's request but at the cost of the Company sign seal execute deliver perfect and do all deeds instruments acts and things at such times and in such form as SFGB may from time to time require to secure or further secure all monies and liabilities intended to be secured by this Deed;
- 3.5 Procure that any subsidiary or associate of the Company executes in SFGB 's favour such debentures or other security supplemental to this Charge as SFGB may from time to time require to secure or further secure the Secured Liabilities;
- 3.6 Indemnify SFGB as a charge on the Assets against all proper costs charges and disbursements incurred by SFGB in the registration protection enforcement or discharge of the security created by this Charge or any part of it;
- 3.7 Comply with the requirements of every Act of Parliament and every notice, order regulation, or direction given or made under any such Act so far as the same shall relate to the Assets and shall execute all works which shall be required to be executed to the Assets or any part of them in order to ensure that the Assets comply with the requirements of all applicable legislation;
- 3.8 Hold all Receivables on trust for SFGB;
- 3.9 Observe and perform the restrictions covenants and obligations (if any) described in the Schedule 3
4. **Restrictions**  
The Company shall not without SFGB's prior written consent:
  - 4.1 Create or permit to be created any mortgage or charge or any other encumbrance on any of the Assets ranking in priority to or pari passu with this security
  - 4.2 Allow any lien to remain or to be created on or distress levied against the Assets or any part of them
  - 4.3 Enter into a Sub-Hire Agreement or Sub-Hire Purchase Agreement in a form other than that previously agreed with SFGB
  - 4.4 Sell, transfer, lease, licence or otherwise dispose of the Assets or any part of them otherwise than by way of sale or hire to customers of the Company in the ordinary course of the Company's business and for the purpose of carrying on the same
  - 4.5 Deal with its book or other debts or securities for money otherwise than by getting in and realising them in the ordinary course of business and shall not charge or assign other than to SFGB sell or release compound set off or exchange all or any of them whether by way of factoring, block discounting or otherwise or deal with them in any way in which their recovery by the Company or by or on behalf of SFGB will or may be prevented, impeded or delayed.
5. **Default**  
The Secured Liabilities will become immediately due and payable whether or not any sum shall have become due under any other agreement and this Charge shall become and remain enforceable upon the happening of any of the following events:
  - 5.1 SFGB demands payment of the Secured Liabilities or any part of them and the Company fails to make immediate payment of the amount demanded
  - 5.2 the Company defaults in the performance of any of the covenants contained or referred to in this Charge or in any Hire Agreement and in the case of a default capable of remedy the Company fails to comply with any notice issued by SFGB requiring the default to be remedied within 7 days
  - 5.3 the Company enters into a Sub-Hire Agreement or Sub-Hire Purchase Agreement in a form which has not been previously approved by SFGB

- 5.4 any encumbrancer or mortgagee takes possession or exercises a power of sale or a receiver is appointed of the assets or the undertaking of the Company or any part of them
- 5.5 any distress execution or other process is levied or enforced or sued upon or against the Company or against any of its assets or undertaking
- 5.6 a proposal is made in relation to the Company for a voluntary arrangement of its affairs under Section 1 of the Insolvency Act 1986 (or any statutory amendment or re-enactment thereof)
- 5.7 an application is made or a petition is presented applying for an Administration Order to be made in relation to the Company
- 5.8 a meeting of creditors is called or any deed of arrangement or assignment for the benefit of creditors is entered into by the Company
- 5.9 any order shall be made or resolution passed for the winding up of the Company otherwise than for the purpose of amalgamation or reconstruction on terms approved by SFGB or a meeting of shareholders is called with a view to putting the Company into liquidation
- 5.10 the Company is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986
- 5.11 the Company ceases or threatens to cease to carry on the whole or a major part its business or to stop or suspend payment of its debts
- 5.12 any of the events specified in clauses 5.3 to 5.10 above shall occur in relation to any body corporate whose obligations to SFGB are guaranteed by the Company ("the Principal") or in relation to any individual or body corporate guaranteeing jointly and severally with the Company the obligations of the Principal to SFGB or in relation to any individual or body corporate guaranteeing jointly and severally with the Company the obligations of the Principal to SFGB or in relating to any individual or body corporate guaranteeing the obligations of the Company to SFGB or if any individual guarantor whether of the Company to SFGB or jointly and severally with the Company to SFGB in relation to the Principal shall commit an act of bankruptcy or being a Director of the Company shall leave the Company
- 5.13 the occurrence of any event (not being an event contemplated elsewhere in this Clause) which causes SFGB (acting reasonably) to believe that its security is in jeopardy or diminished
- 5.14 the Company shall request SFGB to appoint a receiver.
- 6. **Enforcement rights**
- 6.1 At any time after the security created by this Charge or any part of it shall have become enforceable SFGB may appoint by writing any person or persons to be a receiver or receiver and manager or receivers or receivers and managers of all or any part of the Assets and may (subject to Section 45 of the Insolvency Act 1986) remove any such person and may appoint another or others in their place and may from time to time determine the remuneration of any person so appointed ("the Receiver")
- 6.2 Any Receiver appointed by SFGB under the powers contained in this Charge in respect of the Assets or any part of the Assets shall have full power to take possession of manage and without the restriction imposed by Section 103 of the LPA sell or concur in selling, dispose of, deal with, let, repair, alter, improve or add to any such Asset in any manner way he thinks fit and with all the powers in that behalf of an absolute beneficial owner

- 6.3 Without in any way affecting or diminishing the powers of the Receiver granted by law, the Receiver will have all of the powers listed in Schedule I to the Insolvency Act 1986 and, in addition, full powers:
- 6.3.1 to take possession of collect and get in all or any part of the Assets and for that purpose take any proceedings in the name of the Company or otherwise as he shall think fit
  - 6.3.2 to carry on or concur in carrying on upon the premises of the company the trade or business of the Company and in that connection to enter into and perform such contracts and arrangements and incur such obligations as he may think fit
  - 6.3.3 to employ and pay and concur in employing and paying any managers agents or servants for any of the purposes mentioned in this Charge upon such terms as he may think fit and to insure any persons so employed and any other accountable person against any liability in connection with such employment
  - 6.3.4 to raise, borrow or accept advances of money from SFGB or any other person for any of the purposes mentioned in this Charge
  - 6.3.5 to sell or concur in selling let or concur in letting and to terminate or to accept surrenders of leases of any of the Assets in such manner and generally on such terms and conditions as he thinks fit
  - 6.3.6 to make and effect all repairs improvements and insurance in respect of the Assets
  - 6.3.7 to call up all or any portion of the uncalled capital of the Company
  - 6.3.8 to make any arrangement or compromise and to do all such other acts and things as he may consider incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.
- 6.4 The Company acknowledges that any person appointed as Receiver under this Charge shall be the agent of the Company which alone and subject only to the provisions of the Companies Acts shall be liable for his acts defaults and remuneration and the Company hereby agrees to indemnify and hold harmless any such person from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or in tort or incurred in any other way or which may at any time be incurred by him or by any manager agent officer servant or workman for whose act or omission he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Charge
- 6.5 The Company hereby irrevocably appoints SFGB and any Receiver appointed by SFGB under this Charge jointly and also severally as the attorney and attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance instrument or act which may be required or may be deemed proper for any of the purposes of this Charge
- 6.6 Any monies received under the powers conferred by this Deed shall, subject to the repayment of any claims having priority to this Charge, be paid or applied in the following order of priority:
- 6.6.1 in satisfaction of all costs charges and expenses properly incurred and payments properly made by SFGB or the Receiver and of the remuneration of the Receiver

- 6.6.2 in or towards satisfaction of the monies outstanding and secured by this Charge
- 6.6.3 as to the surplus (if any) to the person or persons entitled.
- 7. Exercise of rights**
- 7.1 All or any of the power authorities and discretions conferred by this Charge either expressly or by reference on any Receiver appointed under this Charge may be exercised by SFGB without first appointing a Receiver and notwithstanding any such appointment
- 7.2 The restriction on the right of consolidating securities which is contained in Section 93 of the LPA shall not apply to the security created by this Charge
- 7.3 Section 103 of the LPA shall not apply to the security created by this Charge and the power of sale and other powers conferred on mortgagees by the LPA shall apply to the security created by this Charge but without the restrictions contained in the LPA as to giving notice or otherwise and so that for the purposes of a sale or other exercise of the said powers or any of them the whole of the monies secured by this Charge shall be deemed to be due and payable immediately on the execution of this Charge provided that SFGB shall not exercise its power of sale until this security has become enforceable but this proviso shall not affect a purchaser or put him upon enquiry whether such has occurred
- 7.4 For the purpose of exercising its power of sale SFGB, its employees and agents may without notice take possession of the Assets or any part of them and for this purpose may without notice enter and remain upon any property occupied by or under the control of the Company (and if necessary may break open gates, doors and windows in order to obtain entry) without being liable to the Company for any loss or damage which arises as a result (other than through negligence) to any property belonging to the Company
- 7.5 SFGB may sell the Assets or any part of them either by public auction or private treaty and either for a lump sum or a sum payable by instalments or for a sum on account and may take a mortgage or charge for the balance and with full power on every such sale to make any special or other stipulation. SFGB may sign all such documents and do all things for giving effect to any such sale as it may consider expedient and the receipt of SFGB or its agent shall be sufficient discharge to any purchaser (as defined by and in Section 205 of the LPA) for any purchase money.
- 8. Application of proceeds and extension of statutory powers**
- 8.1 All money received by SFGB from the Company or any person liable to pay the same or from any Receiver appointed by SFGB or otherwise on the realisation of enforcement of the security created by this Charge may be applied by SFGB either as a whole or in such proportion as SFGB shall think fit to any account or item of account or any transaction to which the same may be applicable
- 8.2 No purchaser from any such Receiver or from SFGB or other person shall be bound or concerned to see or enquire whether SFGB's right to exercise any of its powers or of any Receiver appointed by SFGB under this Charge to exercise any of his powers has arisen or not nor be concerned with notice to the contrary
- 8.3 The powers conferred on mortgagees or Receivers by the LPA shall apply to the security created by this Charge except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the LPA and those contained in this Charge the terms of this Charge will prevail
- 8.4 If SFGB receives notice of any subsequent charge or other interest affecting any part of the Assets SFGB may open a new account or accounts with the Company but if it



does not open a new account it shall nevertheless be treated as if it had done so at the time it received notice. From that time all payments made by the Company to SFGB shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to SFGB at the time when it received notice

8.5 Upon the payment of discharge of the Secured Liabilities in full SFGB will at the request and cost of the Company discharge SFGB's interest in the Assets PROVIDED THAT the security created by this Charge will not be considered as satisfied or discharged by any intermediate payment of part only of the Secured Liabilities but will be a continuing security to SFGB

8.6 The Company hereby certifies that none of the terms of this Charge nor any of the charges created by it nor any act or other deed contemplated by this Charge contravene any provisions of its Memorandum and Articles of Association.

## 9. Definitions and interpretation

9.1 In this Deed:

**"Assets"** mean the property and assets identified in Schedule 2 and, as the context requires, includes all or any part of them.

**"Contracts"** means all or any present or future

(i) Sub-Hire Contracts;

(ii) Sub-Hire Purchase Contracts;

(iii) claims, rights and remedies available to the Company under the Sub-Hire Contracts or Sub-Hire Purchase Contracts; and

(iv) Maintenance Contracts

**"Equipment"** means all equipment or other goods which are now or at any future time are the subject matter of a Hire Agreement or a Hire Purchase Agreement.

**"Hire Agreement"** means an agreement made between SFGB (as lessor) and the Company (as lessee) for the hiring or the bailment of the Equipment.

**"Hire Purchase Agreement"** means an agreement made between SFGB (as lessor) and the Company (as lessee) for the hiring or the bailment of the Equipment and which contains an option or other provision granting the Company a right to acquire title to the Equipment.

**"Insurance Interest"** means all or any present or future interest of the Company under any present or future insurance policy insofar as that insurance policy relates to the Assets and Equipment.

**"LPA"** means the Law of Property Act 1925.

**"Maintenance Contract"** means any present or future contract for the maintenance of the Equipment entered into in connection with any Sub-Hire Agreement or Sub-Hire Purchase Agreement;

**"Receivables"** means the rentals and other amounts payable by the customers of the Company under the Contracts.

**"Security Interest"** means any present or future security, guarantee and/or indemnity enjoyed by the Company in respect of any Sub-Hire Contract or Sub-Hire Purchase Contract.

**"Secured Liabilities"** means the monies and liabilities which the Company agrees to pay and discharge under clause 1 of this Deed together with all other monies and liabilities payable or owed to SFGB by the Company under the terms of this Deed.

**"Sub-Hire Contract"** means any present or future contract for the sub-hiring of Equipment entered or to be entered into between the Company and any of its customers.

**"Sub-Hire Purchase Contract"** means any present or future contract for the sub-hire purchase of Equipment entered or to be entered into between the Company and any of its customers.

- 9.2 Clause headings are for ease of reference only and shall not affect the meaning or effect of the clauses to which they relate.

**IN WITNESS WHEREOF** the Company has executed this Charge as a deed on the date specified at the beginning of this document.

## **SCHEDULE 1**

### **The Company**

Registered Name: Gulliver's Truck Hire Limited

Registered Number: 00685638

## **SCHEDULE 2**

### **The Assets**

1. By way of fixed charge the interest from time to time of the Company in the Equipment together with the benefit of:
  - 1.1 the Contracts;
  - 1.2 the Receivables;
  - 1.3 the Insurance Interests;
  - 1.4 the Security Interests; and
  - 1.5 all proceeds of sale, insurance claims and replacements and debts present and future due to the Company in relation to any of the Equipment or the Contracts.
2. By way of floating security all the interest of the Company in the Equipment, the proceeds of sale, insurance claims and debts in relation to any item of Equipment and Contracts insofar as any provision of the fixed charge contained in paragraph 1 of this Schedule shall not be fully effective.

## **SCHEDULE 3**

### **Additional Restrictions Covenants and Obligations**

1. Immediately upon entering into any Contract the Company will if so requested by SFGB send the same to SFGB for stamping in a prominent position with a stamp bearing the words ("Charged to Scania Finance Great Britain Limited"). SFGB may subsequently return each Contract to the Company who will retain it in a safe and secure place and make it available for inspection by SFGB from time to time. Where the Contracts take the form of schedules of vehicles appended to a "Master" Hiring Agreement the Company shall ensure that the Master Hiring Agreement, the schedules and its customers' signed acknowledgement of receipt of a vehicle are adequately cross referenced and that the schedules are also marked as being charged to SFGB.
2. The Company hereby indemnifies SFGB against and holds SFGB harmless from all and any loss damage claim cost and expense arising directly or indirectly out of the absence or insufficiency of insurance of any of the Goods.
3. The Company shall get in and realise its debts and claims in relation to the Contracts in the ordinary course of business and hold the proceeds on trust for SFGB and pay the proceeds into such account having the details below or as SFGB may from time to time designate and if called upon so to do by SFGB will execute a legal assignment of the debts and claims or such of them as SFGB may specify from time to time to SFGB in such terms as SFGB may require and give such notice to its

customers of that assignment and take any such other steps as SFGB may require to perfect any such legal assignment.

4. The Company agrees to provide to SFGB upon request copies of all bank statements relating to the bank account or accounts into which the proceeds of the debts and claims referred to in paragraph 3 are paid.

EXECUTED as a deed by  
THE COMPANY acting by a director



.....  
Director

In the presence of

Witness



Signature

Name

.....  
ALAN MUNRO

Address

.....  
45 SCAMIA FINANCE

.....