



**Registration of a Charge**

Company Name: **1ST CALL HERITAGE LIMITED**

Company Number: **03188894**



XB2XQ2T6

Received for filing in Electronic Format on the: **29/04/2022**

**Details of Charge**

Date of creation: **29/04/2022**

Charge code: **0318 8894 0002**

Persons entitled: **STEVEN JOHN LOADER  
JULIE MARGARET LOADER**

Brief description:

**Contains fixed charge(s).**

**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: **GRANT USHER FOR AND ON BEHALF OF WARNER GOODMAN LLP**



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

Company number: 3188894

Charge code: 0318 8894 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2022 and created by 1ST CALL HERITAGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2022 .

Given at Companies House, Cardiff on 30th April 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**



DATED 29 April 2022

# Chattel Mortgage

(1) 1<sup>st</sup> Call Heritage Limited

and

(2) Steven John Loader and Julie Margaret Loader

THIS DEED OF CHATTEL MORTGAGE is dated 29 April 2022

**BETWEEN:**

- (1) **1<sup>ST</sup> CALL HERITAGE LIMITED** a company registered in England and Wales under number 03188894 whose registered office is at Kenilworth, Hambledon Road, Waterlooville, Hampshire, PO7 6NU ('the Company'); and
- (2) **STEVEN JOHN LOADER and JULIE MARGARET LOADER** of 42 The Ridings, Hilsea, Portsmouth, Hampshire PO2 0UF ('the Loaders').

**IT IS AGREED as follows:**

**1. GRANT OF SECURITY**

- 1.1 The Company hereby charges to the Loaders with full title guarantee:
  - a) a first legal mortgage over the Chattels (as set out at Schedule 1); and
  - b) a first fixed charge in relation to the benefit of any and all contracts and arrangements in relation to the Chattels.
- 1.2 The Company also hereby assigns to the Loaders with full title guarantee all rights, title, interest and benefits in and to the Chattels not otherwise already covered by 1.1 a) and b) above.
- 1.3 Clauses 1.1 and 1.2 above shall secure the payment of the sum of £57,000.00 ('the Debt'), payable by Alex Andrew Wareing to the Loaders in accordance with clauses 3.1.2 and Schedule 4 of a Share Purchase Agreement made on or about the date of this Deed between (1) Steven John Loader and Julie Margaret Loader and (2) Alex Andrew Wareing, such security commencing from the date of this Deed and then only for so long as the Debt is outstanding.
- 1.4 The Company warrants that it is the legal and beneficial owner of the Chattels and that there are no encumbrances or third party interests in the Chattels whatsoever.

**2. OBLIGATIONS OF THE COMPANY**

The Company shall:

- a) maintain each Chattel in good and serviceable condition and not let the Chattels deteriorate in condition other than in the normal course of their operation;
- b) renew and replace any parts of the Chattels that become obsolete, worn out or damaged with parts of a similar quality and value;
- c) keep complete and up to date records of any repairs, servicing and maintenance carried out on the Chattels;
- d) not permit the Chattels to be modified except for the purpose of effecting maintenance and repairs as permitted by this Deed;
- e) maintain all logbooks, manuals, records and technical data as is normal trade practice with respect to the Chattels;
- f) not permit the Chattels to be used otherwise than for the purpose for which they have been designed;

- g) ensure that the Chattels are not disposed of without the prior written consent of the Loaders, such consent not to be unreasonably withheld;
  - h) take such steps as the Loaders requires in order to assist in the perfection of the Security; and
  - i) maintain all relevant title documents to the Chattels.
- 2.2 The Company shall maintain continual and adequate insurance for the Chattels against all reasonable risks as is normal trade practice and at such level as the Loaders may reasonably require.
- 2.3 The Company shall pay all necessary taxes in respect of the Chattels.
- 2.4 The Company shall give prompt written notice to the Loaders of any material damage to any Chattel.
- 3. **INSPECTION AND INFORMATION**

The Loaders shall have the right to inspect the Chattels at any reasonable time and upon reasonable notice being given to the Company. Where this is impractical, the Company shall provide the Loaders with such information concerning the location, condition, use and operation of the Chattels as the Loaders may require.
- 4. **NOTICE OF MORTGAGE**

The Company shall, if so requested by the Loaders, affix and maintain on each Chattel in a conspicuous place, a clearly legible sign identifying the Chattel as being the subject of a mortgage.
- 5. **BREACH**
  - 5.1 In the event that the Company breaches any of its obligations under this Deed the Debt shall immediately be due and payable to the Loaders in full. If the Company defaults in the performance of this obligation, the Company shall allow the Loaders (or its authorised representative(s)), without further notice or demand immediately to exercise all its rights, powers and remedies to take possession of the Chattels and enter onto any premises where the Chattels are situated in order to enforce any or all the remedies available to a secured party under the law.
  - 5.2 The Loaders shall also be entitled to any additional rights to take possession of the Chattels and enforce a power of sale as conferred by section 101 of the Law of Property Act 1925. Section 103 of the Law of Property Act 1925 does not apply to the Security as constituted by this Deed.
- 6. **TERMINATION**

Upon the full repayment of the Debt by the Company to the Loaders this Deed, and all interest in the Chattels it creates in favour of the Loaders, shall terminate.
- 7. **APPLICABLE LAW AND JURISDICTION**

This agreement 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.

IN WITNESS WHEREOF the parties have executed and delivered this Chattel Mortgage as a Deed on the day and year first above written.

EXECUTED as a DEED by 1<sup>ST</sup> CALL  
HERITAGE LIMITED, acting by a  
director, in the presence of:

Director

Witness: Signature:

Name:

Address:

Occupation:

WARNER GOODMAN LLP  
COLMAN HOUSE  
2-4 LANDPORT TERRACE  
PORTSMOUTH  
HAMPSHIRE PO1 2RG

EXECUTED as a DEED by  
STEVEN JOHN LOADER in the  
presence of:

Witness: Signature:

Name:

Address:

Occupation:

WARNER GOODMAN LLP  
COLMAN HOUSE  
2-4 LANDPORT TERRACE  
PORTSMOUTH  
HAMPSHIRE PO1 2RG

EXECUTED as a DEED by  
JULIE MARGARET LOADER in the  
presence of:

Witness: Signature:

Name:

Address:

Occupation:

WARNER GOODMAN LLP  
COLMAN HOUSE  
2-4 LANDPORT TERRACE  
PORTSMOUTH  
HAMPSHIRE PO1 2RG

## **SCHEDULE 1**

### **CHATELS**

#### **VEHICLES**

- Ford Transit (Registration: YF61 GWD)
- Citroën Berlingo (Registration: LG64 YYU)
- Vauxhall van (Registration: WM12 WLK)

#### **PLANT**

- Stewart extraction equipment
- 1 x Extractor machine & collection stand
- 100mm hoses & accessories
- 2 x Compressors (Kaizer and Stanley)
- 1 x Expansion tank (Kaizer)
- 4 x hoses and attachments
- 1 x inspection scope with hand held screen
- 4 x electric drills (Makita/Bosch)
- 1 x 9 inch disc cutter
- 1 x Hilti te breaker
- 1 x 4-inch disc cutter
- 1 x Chop saw