



Registration of a Charge

Company name: **CHRYSTAL CONSULTING LIMITED**

Company number: **03438042**



X66SJF1M

Received for Electronic Filing: **19/05/2017**

Details of Charge

Date of creation: **18/05/2017**

Charge code: **0343 8042 0032**

Persons entitled: **DE LAGE LANDEN LEASING LIMITED**

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 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: **TOBY DYSTERRE-CLARK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3438042

Charge code: 0343 8042 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2017 and created by CHRYSTAL CONSULTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2017 .

Given at Companies House, Cardiff on 22nd May 2017

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**

Deed of Charge

Dated 18 / May / 2017



BETWEEN:

- (1) **DE LAGE LANDEN LEASING LIMITED** a company incorporated under the laws of England (registered number 02380043) of Building 7, Croxley Park, Hatters Lane, Watford WD18 8YN (together with its successors and assigns) (the "**Funder**"); and
- (2) **CHRYSTAL CONSULTING LIMITED** a company incorporated under the laws of England with (registered number 3438042) of 500 Styal Road, Manchester, M22 5HQ (the "**Company**").

WHEREAS:

- (A) The Company and the Funder have entered into a deed of assignment dated on or about the date of this Charge (the "**Deed of Assignment**"), under which the Company has agreed to sell, and the Funder has agreed to purchase, certain rights and receivables payable under lease agreement dated 1 April 2017 (the "**Lease Agreement**") between the Company and North West Ambulance Service NHS Trust (the "**Lessee**").
- (B) In consideration of the Funder agreeing to enter into the Deed of Assignment and agreeing to the terms thereof, the Company has agreed to execute this deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions

- 1.1 In this deed, words and expressions assigned a meaning by the Master Agreement shall bear that meaning and the following expressions shall have the following meanings:

"Act"	means the Law of Property Act 1925 and all regulations made thereunder as from time to time amended re-enacted or extended by subsequent legislation and regulations;
"Business Day"	means a day (other than Saturday or Sunday) on which banks are open for general business in London;
"Charged Assets"	has the meaning given in clause 3.2;
"Charged Equipment"	means the Equipment together with all additions, alterations, substitutions, replacements, renewals, modifications, parts and accessories thereof and all replacements thereto from time to time;
"Encumbrance"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
"Equipment"	means the goods, which are the subject of the Lease Agreement, as set out in the Appendix to this deed;
"Event of Default"	means any event or circumstance described as such in clause 8;
"Insolvency Act"	means the Insolvency Act 1986 and all regulations made thereunder as from time to time amended re-enacted or extended by subsequent legislation and regulations;

"person"	includes a firm or body corporate;
"possession"	includes actual possession;
"Secured Liabilities"	means all moneys and liabilities covenanted to be paid by the Company in clause 2.1;
"Security Period"	means the period commencing on the date of this deed and ending on the date when the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;
"subsidiary" and "holding company"	means a subsidiary or holding company (as the case may be) as defined by section 1159 of the Companies Act 2006 or any statutory modification replacement or re-enactment thereof for the time being in force.

1.2 Words and expressions which are defined in the Lease Agreement shall have the same meanings when used in this deed (unless otherwise defined herein).

1.3 Any reference in this deed to any agreement or instrument is a reference to that agreement or instrument as amended from time to time.

1.4 Unless a contrary indication appears, any reference in this deed to any party shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

2 Covenant To Pay

2.1 The Company hereby covenants with the Funder to pay to the Funder on demand as and when the same become due and payable:

- (a) all moneys and all liabilities which now are or at any time hereafter may be due, owing or incurred from or by the Company to the Funder under the Deed of Assignment (whether present, future, actual or contingent); and
- (b) all costs charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by Funder in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of this deed such costs charges and expenses to be payable in all cases on a full indemnity basis.

3 Charging Clause

3.1 As continuing security for the payment and discharge of the Secured Liabilities, the Company hereby charges to the Funder by way of fixed charge all the right, title and interest of the Company from time to time in respect of:

- (a) the Charged Equipment;
- (b) all proceeds of sale or other disposition of the Charged Equipment;
- (c) all insurance monies receivable in respect of damage to or the destruction or loss of any of the Charged Equipment howsoever;
- (d) the benefit of all other contracts, guarantees, appointments, warranties relating to the Charged Equipment and other documents to which the Company is a party (including, without limitation, any maintenance or service or similar agreement), which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 4;
- (e) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Assets, and all rights in connection with them;

3.2 The subject matter of the charge in Clause 3.1 is hereafter collectively called "the Charged Assets".

4 Assignment Clause

4.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Funder, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all proceeds of sale or other disposition of the Charged Equipment;
- (b) all insurance monies receivable in respect of damage to or the destruction or loss of any of the Charged Equipment however ("**Insurance Policy**");
- (c) the benefit of all other contracts, guarantees, appointments, warranties relating to the Charged Equipment and other documents to which the Company is a party, which are in its favour or of which it has the benefit (including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them), to the extent not effectively assigned under clause 3;
- (d) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Assets, and all rights in connection with them,

provided that nothing in this Clause shall constitute the Funder as mortgagee in possession.

5 Continuing Security And Discharge Clause

5.1 It is specifically understood that this deed is a continuing security and secures payment of the ultimate balance of the Secured Liabilities.

5.2 Upon the Funder being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Funder shall, at the cost of the Company, release the Charged Assets from this security or otherwise discharge this security to the reasonable satisfaction of the Company.

6 Prohibition Against Further Dealings With Charged Assets

6.1 The Company shall not, during the continuance of this security, without the prior written consent of the Funder:

- (a) raise any loan or incur any obligation on the security of the Charged Assets or any of them or create or permit to come into being any mortgage charge or assignment in relation thereto or;
- (b) sell, pledge, assign, transfer, lease or otherwise dispose of or deal with any of the Charged Assets and shall not release compound set-off or exchange all or any of the same in any other way whatsoever.

7 Representations And Warranties

7.1 The Company hereby represents, warrants and undertakes to the Funder on the date of this deed (such representations, warranties and undertakings to be deemed to be repeated on each day during the Security Period with reference to the facts and circumstances then subsisting) that:

- (a) The Company is the sole legal and beneficial owner of, and has good, valid and marketable title to the Charged Equipment;
- (b) The Charged Assets are free from any Encumbrance other than the security created by this deed;
- (c) The Company has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Assets or any interest in them;
- (d) None of the Charged Assets (or any part of them) is or will be treated as being fixed to any land, premises or other property;

- (e) There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Assets
- (f) There is no breach of any law or regulation that materially and adversely affects the Charged Assets.
- (g) Save for the rights of the Lessee under the Lease Agreement, no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use.
- (h) No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise.
- (i) There is no prohibition on assignment in any Insurance Policy or the Lease Agreement, and the entry into this deed by the Company does not and will not constitute a breach of any Insurance Policy, Lease Agreement, or any other agreement, instrument or obligation binding on the Company or its assets.
- (j) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company and is and will continue to be effective security over all and every part of the Charged Assets in accordance with its terms.

8 Events Of Default

8.1 The following events are each Events of Default:

- (a) the Company fails to pay any sum due to the Funder under the Deed of Assignment;
- (b) the Company fails to perform or observe any term or condition of the Deed of Assignment and (other than in the case of a failure to pay any sum due thereunder on the due date and in the manner stipulated) where such failure is capable of remedy, fails to remedy the same within 7 days of the date of such failure;
- (c) Liquidation / Administration
 - (i) the presentation of a petition or application for the making of an administration order in relation to the Company save where such petition or application is contested in good faith and with due diligence and is discharged or struck out within 21 days from the date of its presentation;
 - (ii) any person who is entitled to do so applies to appoint an administrator of the Company or filing such a notice with the court;
 - (iii) any request by the Company for the appointment of a receiver or an administrative receiver under any security over any of its assets;
 - (iv) the presentation of a petition for the compulsory winding-up or the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company save where such petition or application is contested in good faith and with due diligence and is discharged or struck out within 21 days from the date of its presentation;
- (d) the Company enters into an agreement or makes any arrangement with creditors for liquidation of debts by composition or otherwise;
- (e) an encumbrancer takes possession or a trustee, administrator, receiver, liquidator or other lawfully authorised person or competent official is appointed of the Company over all or any material part of the assets of the Company;
- (f) the Company ceases or threatens to cease to carry on its business or substantially the whole of its business or ceases or suspends payment of its debts or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (g) any rights conferred by the Deed of Assignment in any respect cease to be in full force and effect or to be continuing or be or purport to be determined by the Company or become invalid or unenforceable;

- (h) any of the relevant written Information provided to the Funder by the Company either before or after the execution of this deed is discovered to be untrue in any material respect;

9 When Security Becomes Enforceable

- 9.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 9.2 After the security constituted by this deed has become enforceable, the Funder may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.
- 9.3 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 9.4 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.
- 9.5 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 9.6 At any time after the Funder has demanded payment of the Secured Liabilities or if the Company defaults in the performance of its obligations under this deed or if any Event of Default occurs, the Company will allow the Funder or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Funder or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to the Company for, or by any reason of, that entry.
- 9.7 At all times, the Company must use its best endeavours to allow the Funder or its Receiver access to any premises for the purpose of clause 9.6 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.
- 9.8 No purchaser, mortgagee or other person dealing with the Funder, any Receiver or Delegate shall be concerned to enquire:
- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - (b) whether any power the Funder, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
 - (c) how any money paid to the Funder, any Receiver or any Delegate is to be applied.
- 9.9 Each Receiver and the Funder is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.
- 9.10 Neither the Funder, any Receiver nor any Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such.
- 9.11 The receipt of the Funder, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Funder, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10 Appointment Of Receiver

- 10.1 At any time after an Event of Default has occurred, the Funder may also appoint any person or persons to be a receiver and manager (hereinafter called "the Receiver" which expression shall where the context so admits include any substituted receiver and manager and so that where more than one receiver and manager

is appointed they shall have power to act severally unless the Funder shall in the appointment specify to the contrary) of all of the Charged Assets. Such an appointment over part only of the Charged Assets shall not preclude the Funder from making any subsequent appointment of a Receiver over any part of the Charged Assets over which an appointment has not previously been made by the Funder. The Receiver shall be the agent of the Company (which shall be solely liable for his acts defaults and remuneration) unless and until the Company goes into liquidation whereafter he shall act as principal and shall not become the agent of the Funder. Every Receiver so appointed shall have and be entitled to exercise all powers conferred by the Act (or if the Receiver is an Administrative Receiver as defined in the Insolvency Act all powers conferred by Schedule 1 to the Insolvency Act) as if such Receiver has been appointed thereunder and in particular by way of addition to but without hereby limiting any such powers (and without prejudice to the Funder's powers) every Receiver so appointed shall have power to do the following things:-

- (a) take immediate possession of get in and collect the Charged Assets;
- (b) sell, transfer, assign, lease, let or hire the Charged Assets or any part thereof on such terms as he may think fit in the name of the Company or otherwise and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Receiver may promote or concur in promoting a company to purchase the Charged Assets.

10.2 Any monies received under the powers hereby conferred shall subject to the repayment of any claims having priority to this deed be applied as soon as reasonably practicable for the following purposes and in the following order of priority:

- (a) in satisfaction of all reasonably and properly incurred and reasonable in amount costs charges and expenses incurred and payments made of and incidental to the appointment of the Receiver by the Funder;
- (b) in payment of remuneration to the Receiver at such rates as may be reasonably agreed between him and the Funder at or at any time after his appointment;
- (c) in or towards satisfaction of the Secured Liabilities, such sums being used to discharge first those Secured Liabilities that attract the highest amount of interest (if any) failing which such sums to be applied in such order as the Funder shall in its reasonable discretion require; and
- (d) the surplus if any shall be paid to the person entitled thereto;

provided that the Receiver may retain any monies in his hands for so long as he shall think fit and that the Funder is also to be at liberty without prejudice to any other rights that the Funder may have at any time and from time to time to place and keep for such time as the Funder may think prudent any monies received recovered or realised under or by virtue of this deed to or at a separate or suspense account to the credit either of the Company or of the Funder as the Funder shall think fit without any intermediate obligation on the Funder's part to apply the same or any part thereof in or towards the discharge of the monies due or owing to the Funder as aforesaid by the Company.

10.3 The Funder shall not, nor shall any Receiver appointed as aforesaid by reason of it or the Receiver taking possession of the Charged Assets or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Funder under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Company for purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act and the Company shall be responsible for the Receiver's acts and defaults and for any loss arising therefrom and for the Receiver's remuneration. Every such Receiver and the Funder shall be entitled to all the rights powers privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act.

10.4 No person dealing in good faith with the Funder or the Receiver or its or his agents shall be concerned to enquire whether the monies hereby secured have become payable whether the Receiver is validly appointed

or acting within his powers or whether any money remains due on his security or to see the application or any money paid to the Funder or to such Receiver.

- 10.5 The Funder and every Receiver agent or other person appointed by the Funder or by any Receiver hereunder shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses properly incurred by it or him in the execution or purported execution of any of the powers authorities or discretions vested in it or him pursuant to this deed and against all actions proceedings costs claims and demands arising therefrom or in connection therewith and the Funder and any such Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

11 Law Of Property Act

- 11.1 Section 103 of the Act shall not apply to this deed which shall immediately become enforceable and the power of sale and other powers conferred by Section 101 of the Act as varied or extended by this deed shall be immediately exercisable at any time after the occurrence of an Event of Default.
- 11.2 The restriction on the right of consolidating mortgages contained in Section 93 of the Act shall not apply to this deed.

12 Mortgagees' And Receivers' Powers

- 12.1 The powers conferred on mortgagees or receivers by the Act shall apply to this deed except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this deed the terms of this deed shall prevail.

13 Service Of Notices

- 13.1 A demand or notice hereunder shall be in writing signed by a director secretary manager or agent of the Funder and shall be served on the Company either by hand or by recorded (or special) delivery post by delivering the same to the directors of the Company at the registered office of the Company. All demands or notices served by hand shall be effective on the date of delivery. Demands or notices sent by post shall be deemed to be served 2 Business Days after the date of posting. Any notice to be given by the Company to the Funder shall be served on the Funder by hand or by recorded (or special) delivery post delivering the same to the Legal Department of the Funder and the same rules regarding deemed service apply.

14 Severance Clause

- 14.1 Every provision contained in this deed shall be severable and distinct from every other said provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be affected thereby.

15 Certificates Etc.

A certificate, determination, notification or opinion of the Funder as to any amount payable under this deed will be jointly agreed between the Funder and Company.

16 Contracts (Rights Of Third Parties) Act 1999

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

17 Counterparts

This deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document and either party may enter into this deed by executing a counterpart.

18 Governing Law

This deed and any non-contractual obligations arising out of or in connection with it is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

APPENDIX
Description of Equipment

RX62 GHB	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GHH	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GJE	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GLF	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GME	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GNJ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GWL	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GWP	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXM	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXW	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXY	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GYB	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GYO	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GVZ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXC	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXJ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXP	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GYF	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GZA	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GBY	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GOH	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GRF	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GVT	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GVU	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GVV	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GUC	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GFY	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GJV	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GKA	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GNP	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GWE	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GWK	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXN	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GXZ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GZM	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GZT	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GBZ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GMZ	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GOP	Mercedes Sprinter 316 MWB PTS Vehicle
RX62 GPE	Mercedes Sprinter 316 MWB PTS Vehicle

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

Signed for the Company

CHRYSTAL CONSULTING LIMITED

By its Director

Name:

ANDREW BAILEY

In the presence of a witness

Name:

ALEX JONES

Address:

500 STYAL ROAD

MANCHESTER

M22 5MQ.

Occupation:

FINANCIAL ANALYST.

Signed for the Funder

DE LAGE LANDEN LEASING LIMITED

By its Director

Name:

Duncan Hullis
Country Manager

In the presence of a witness

Name:

Suzi Paderes
Operations Specialist

Address:

De Lage Landen Leasing Ltd

Building 7

Croxley Park

Watford

Occupation:

Herts, WD18 0YN

