



**Registration of a Charge**

Company name: **CSI LEASING UK LIMITED**

Company number: **03693534**



X92ZKBA3

Received for Electronic Filing: **14/04/2020**

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**Details of Charge**

Date of creation: **01/04/2020**

Charge code: **0369 3534 1709**

Persons entitled: **SOCIETE GENERALE EQUIPMENT FINANCE**

Brief description:

**Contains fixed 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: **TRACY MILLS**





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

Company number: 3693534

Charge code: 0369 3534 1709

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2020 and created by CSI LEASING UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2020 .

Given at Companies House, Cardiff on 15th April 2020

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**



Private & Confidential

Dated 1st April 2020

CSI LEASING UK LIMITED (1)

and

SOCIETE GENERALE EQUIPMENT FINANCE LIMITED (2)

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GUARANTEE AND CHARGE

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THIS DEED is dated

2020 and is made **BETWEEN:**

- (1) **CSI LEASING UK LIMITED** whose registered office is at 1-2 Chambers Way, Newton Chambers Road, Thorncliffe Park, Chapeltown, Sheffield, S35 2PH (the "**Chargor**"); and
- (2) **SOCIETE GENERALE EQUIPMENT FINANCE LIMITED** whose registered office is at Parkshot House, 5 Kew Road, Richmond, Surrey TW9 2PR ("**SGEF**", which expression includes its successors, assigns and agents).

**WHEREAS:**

- (A) The Chargor and SGEF entered into a Master Sale of Receivables Agreement on 31<sup>st</sup> March 2006 (the "**Master Agreement**") under which SGEF may, from time to time, agree to purchase Rentals from the Chargor;
- (B) Pursuant to the Master Agreement, the Chargor has made an Offer to sell certain Rentals;
- (C) As a condition of SGEF accepting the Offer, the Chargor has agreed to create a charge over the Equipment to secure the due discharge of its obligations under the Master Agreement and to secure (on a limited recourse basis) the obligation of the Customer to pay to SGEF Rentals due under the Lease, in each case on the terms of this Deed.

**NOW IT IS HEREBY AGREED** as follows:

## **1 Definitions**

- 1.1 In this Deed, the following words and expressions have the following meanings:

"**Customer**" means the lessee under the Lease;

"**Equipment**" means the equipment leased to the Customer under the Lease (including any alterations or additions thereto which may be made from time to time), as more particularly described in the schedule to this Deed;

"**Lease**" means the lease agreement entered into between the Chargor and the Customer in respect of the Equipment, as more particularly described in the schedule to this Deed;

"**Offer**" means the offer made by the Chargor to SGEF pursuant to the Master Agreement to sell Rentals payable under the Lease;

"**Rentals**" has the meaning ascribed to it in the Master Agreement;

"**Secured Obligations**" means all moneys, obligations and liabilities covenanted to be paid or discharged by the Chargor under or pursuant to clause 2.1;



- 1.2 Words and expressions defined in the Master Agreement have the same meanings in this Deed, unless specifically defined in this Deed.

## **2 Covenant to pay**

- 2.1 Subject to the Offer being or having been accepted in accordance with the provisions of the Master Agreement, the Chargor hereby:
- 2.1.1 covenants to SGEF that it will duly discharge all its obligations under the Master Agreement in relation to the Offer and any contract made pursuant to that Offer; and
- 2.1.2 guarantees the due payment by the Customer to SGEF of all Rentals sold or to be sold by the Chargor to SGEF pursuant to the Offer and covenants to indemnify SGEF against all loss, liability, costs and expenses suffered or incurred by SGEF as a result of, or in connection with, the Customer's failure to pay the Rentals to SGEF when due, provided however that any amount payable by the Chargor under this clause 2.1.2 shall be recoverable by SGEF only from and to the extent of the sale or other realisation proceeds of the Equipment.
- 2.2 The obligations of the Chargor under clause 2.1.2 shall not be affected by any variation of the terms of the Lease, the granting by SGEF of any time or indulgence or any other matter or thing which, but for this provision, might exonerate the Chargor.

## **3 Charge**

- 3.1 As a continuing security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee, hereby charges to SGEF by way of first fixed charge the Equipment and all its rights in and to it.
- 3.2 The Chargor covenants with SGEF that it will not without the prior consent of SGEF dispose of the Equipment, or create or attempt to create or permit to subsist or arise any encumbrance (other than any which arise by reason of the Lease) in respect of the Equipment.

## **4 Further Assurance and Powers of SGEF**

- 4.1 The Chargor shall if and when at any time required by SGEF execute such further agreements and assurances in favour or for the benefit of SGEF and do all such acts and things as SGEF shall from time to time require over or in relation to the Equipment to secure the Secured Obligations or to perfect or protect SGEF's security over the Equipment or to facilitate the realisation of the same.
- 4.2 If any of the Secured Obligations is not discharged in the due date for the discharge thereof or if requested by the Chargor, SGEF may, without further notice, without the restrictions contained in



section 103 of the Law of Property Act 1925 and whether or not a receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a receiver either expressly or by reference.

## **5 Appointment and Powers of Receiver**

- 5.1 If any of the Secured Obligations are not discharged on the due date for the discharge thereof or if requested by the Chargor, SGEF may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a receiver of all or any part of the Equipment. Any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one receiver is appointed, each joint receiver shall have power to act severally, independently of any other joint receivers, except to the extent that SGEF may specify to the contrary in the appointment. SGEF may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any receiver so appointed and appoint another in his place.
- 5.2 A receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.
- 5.3 A receiver shall have the power to do or omit to do on behalf of the Chargor anything which the Chargor itself could do or omit to do if the receiver had not been appointed, notwithstanding the liquidation of the Chargor. In particular (but without limitation) a receiver shall (whether or not he is an administrative receiver) have power to do all the acts and things described in schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the receiver and "company" referred to the Chargor. He shall also have all powers from time to time conferred on receivers and administrative receivers by statute, in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in Section 103 of the Act. The powers of the receiver may be limited by the terms of his appointment.
- 5.4 SGEF may from time to time determine the remuneration of any receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly. A receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the receiver in accordance with the current practice of his firm.

## **6 Application of Proceeds; Purchasers**

- 6.1 All moneys received by SGEF or by any receiver shall be applied, after the discharge of the remuneration and expenses of the receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of the Secured Obligations.



- 6.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of SGEF or any receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

## **7 Indemnities; Exclusion of Liability; Costs and Expenses**

- 7.1 The Chargor hereby undertakes with SGEF to pay on demand all costs, charges and expenses incurred by or on behalf of SGEF or by any receiver in or about the enforcement or preservation or attempted enforcement or preservation of any of the security created by or pursuant to this Deed on a full indemnity basis, together with interest at 3 per cent. per annum above the base rate from time to time of National Westminster Bank PLC from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (as well after as before judgement). However, to the extent that the security constituted by this Deed is enforced to recover Secured Obligations of the type referred to in clause 2.1.2, sums due under this clause 7.1 shall be recoverable only from and to the extent of the sale and other realisation proceeds of the Equipment.
- 7.2 Neither SGEF nor any receiver shall be liable to account as mortgagee in possession in respect of the Equipment or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such.
- 7.3 The Chargor hereby undertakes with SGEF to indemnify and keep indemnified SGEF, any receiver and any attorney, agent or other person appointed by SGEF under this Deed and SGEF's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:
- 7.3.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
- 7.3.2 any breach by the Chargor of any of its obligations under this Deed.

Notwithstanding the forgoing provisions of this clause 7.3, to the extent that the security constituted by this Deed is enforced to recover Secured Obligations of the type referred to in clause 2.1.2, sums due under this clause 7.3 shall be recoverable only from and to the extent of the sale and other realisation proceeds of the Equipment.



## **8 Power of Attorney**

- 8.1 The Chargor by way of security hereby irrevocably appoints SGEF and any receiver severally to be its attorney in its name and on its behalf:
- 8.1.1 to execute and complete any documents or instruments which SGEF or such receiver may require for perfecting the title of SGEF to the Equipment or for vesting the same in SGEF, its nominees or any purchaser;
- 8.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 4; and
- 8.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on SGEF or a receiver under this Deed or which may be deemed expedient by SGEF or a receiver in connection with any disposition, realisation or getting in by SGEF or such receiver of the Equipment or in connection with any other exercise of any power under this Deed.

## **9 Miscellaneous**

- 9.1 No failure or delay on the part of SGEF to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 9.2 Any appointment or removal of a receiver under clause 5 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of SGEF and accordingly the Chargor hereby irrevocably appoints each successor and assign of SGEF to be its attorney in the terms and for the purposes set out in clause 8.
- 9.3 Section 93 of the Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to SGEF pursuant to this Deed.

## **10 Notices**

- 10.1 Every notice, request, demand or other communication under this Deed shall:
- 10.1.1 be in writing delivered personally or by first-class prepaid letter or telefax;
- 10.1.2 be deemed to have been received, subject as otherwise provided in this Deed, in the case of a letter, when delivered and, in the case of a telefax, when a complete and legible copy is received by the addressee (unless the time of despatch of any telefax is after close of



business in which case it shall be deemed to have been received at the opening of business on the next business day); and

10.1.3 be sent:

(a) to the Chargor at:

●1 / 2 Chambers Way, Newton Chambers Road, Thorncliffe Park, Chapeltown,  
Sheffield, S35 2PH

Telefax: ●0114 2329215

Attention: ●Peter Goldsbrough

(b) to SGEF at:

Parkshot House  
5 Kew Road  
Richmond  
Surrey TW9 2PR

Telefax: 020 8940 8333

Attention: Rhys Thomas

or to such other address or telefax number as is notified by the relevant party to the other party to this Deed.

## **11 Law**

This Deed shall be governed by English law.

**IN WITNESS** whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.



## The Schedule

The Equipment: IT Equipment

The Lease: 1446-008 dated 18<sup>th</sup> December 2019

The Customer: [REDACTED]

**EXECUTED and DELIVERED**  
as a **DEED** by the Chargor

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)

Director

DocuSigned by:

Nuri Bodur

880828984A3B4DB

Authorised Signatory

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**SIGNED for and on behalf of**  
**SOCIETE GENERALE EQUIPMENT**  
**FINANCE LIMITED**

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