



Registration of a Charge

Company Name: **PARAMOUNT INDUSTRIAL TOOLS & FASTENERS LTD**

Company Number: **04402908**



Received for filing in Electronic Format on the: **24/08/2021**

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Details of Charge

Date of creation: **23/08/2021**

Charge code: **0440 2908 0003**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **THE MORTGAGORS WITH FULL TITLE GUARANTEE HEREBY CHARGE THE PROPERTY TO ALDERMORE BY WAY OF LEGAL MORTGAGE WITH PAYMENT TO ALDERMORE OF THE DEBTOR'S OBLIGATIONS AND ALL OTHER MONEY HEREBY COVENANTED TO BE PAID OR OTHERWISE PAYABLE HEREUNDER. "THE PROPERTY" MEANS ALL THAT FREEHOLD LAND KNOWN AS LAND AND BUILDINGS LYING ON THE NORTH SIDE OF ELLGREAVE STREET, BURSLEM, STOKE-ON-TRENT AS THE SAME IS CONTAINED IN TITLE NUMBER SF261532 AND REGISTERED AT HM LAND REGISTRY**

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: **GEORGIA DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4402908

Charge code: 0440 2908 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2021 and created by PARAMOUNT INDUSTRIAL TOOLS & FASTENERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2021 .

Given at Companies House, Cardiff on 25th August 2021

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**

DENTONS SELF INVESTED PERSONAL PENSION RELATING TO WL ROSSER CA24078
and PARAMOUNT INDUSTRIAL TOOLS & FASTENERS LTD

and

ALDERMORE BANK PLC

LEGAL CHARGE

securing third party liabilities
relating to

PARAMOUNT INDUSTRIAL TOOLS & FASTENERS LTD

BERMANS

Solicitors
Third Floor
One King Street
Manchester
M2 6AW
T: 0161 827 4600
F: 0161 834 2402

THIS LEGAL CHARGE is made the **23** day of **August** 2021

BETWEEN DENTONS SELF INVESTED PERSONAL PENSION RELATING TO WL ROSSER CA24078 acting by its trustees **DENTON & CO. TRUSTEES LIMITED** (Company Number 01939029) whose registered office is at Sutton House Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE and **WAYNE LLOYD ROSSER** of 2 Leacroft Lane, Churchbridge, Cannock, Staffordshire, WS11 8JX (the "SIPP") and **PARAMOUNT INDUSTRIAL TOOLS & FASTENERS LTD** (Company Number 04402908) whose registered office is Ellgreave Street, Burslem, Stoke-On-Trent, Staffordshire, ST6 4DQ (the "Debtor") (the SIPP and Debtor hereinafter together being called "the Mortgagors") of the one part and **ALDERMORE BANK PLC** (hereinafter called "Aldermore") of the other part

WHEREAS:-

- (1) Aldermore has agreed to enter into an Invoice Finance Agreement on or around the date hereof ("the Agreement") with the Debtor.
- (2) In consideration of Aldermore, at the request of the Mortgagors, agreeing to provide this funding to the Debtor under the Agreement, it is agreed that the Mortgagors will, by entering into this Legal Charge, provide security to Aldermore to secure all sums (including interest and Expenses) due to Aldermore under the Agreement.

NOW THIS LEGAL CHARGE made in pursuance of the said agreement and for the consideration aforesaid

WITNESSETH as follows:-

1. IN this Legal Charge the following expressions have the following meanings respectively:-

- (1) **"the Debtor's Obligations"** means all sums which are now due or may at any time in the future be due, owing or payable to Aldermore from or by the Debtor under the Agreement or otherwise plus interest and Expenses
- (2) **"the Property"** means all that freehold land known as land and buildings lying on the North side of Ellgreave Street, Burslem, Stoke-on-Trent as the same is contained in Title Number SF261532 and registered at HM Land Registry
- (3) **"Expenses"** means all expenses (on a full indemnity basis) incurred by Aldermore or any receiver at any time in connection with the Property or the Debtor's Obligations or in taking perfecting enforcing or exercising any power under this Legal Charge with interest from the date on which they are incurred

2. THE Mortgagors HEREBY JOINTLY AND SEVERALLY COVENANT with Aldermore to pay to

Aldermore and discharge the Debtor's Obligations on demand together with interest and Expenses.

3. THE Mortgagors with full title guarantee HEREBY CHARGE the Property to Aldermore by way of legal mortgage with payment to Aldermore of the Debtor's Obligations and all other money hereby covenanted to be paid or otherwise payable hereunder.
4. THIS Legal Charge is a continuing security and shall remain in force (notwithstanding repayment in full of the said sum and interest thereon on the death or disability or dissolution of a Mortgagor) until payment and discharge in full of all the Debtor's Obligations and of all other money hereby secured.
5. ANY amount which is not paid under this Legal Charge when due will bear interest (before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at 2% above the rate inherent in the Agreement from time to time. Interest payable under the terms of this Legal Charge will accrue from day to day and will be compounded at such intervals as Aldermore considers appropriate.
6. NOTWITHSTANDING anything contained in any other provision of this Legal Charge IT IS HEREBY DECLARED that for all purposes of or connected with the statutory power of sale or the power of appointing a receiver hereunder such powers shall be deemed both to arise and to become exercisable on the date of this Legal Charge.
7. ALDERMORE hereby warrants that, subject to clause 19 below, upon payment in full by the Mortgagors of all money and interest for which the Mortgagors are or may become liable to Aldermore under the covenants on their part contained in clause 2 hereof the Mortgagors will be discharged from any liability to Aldermore.
8. ALDERMORE may without the Mortgagors' consent and without releasing or affecting the security created by this Legal Charge do any of the following :-
 - (1) allow to the Debtor or any other person any time or indulgence.
 - (2) grant to the Debtor any new or increased facility and increase any rate of interest or charge.
 - (3) enter into renew vary or end any agreement or arrangement with the Debtor or any other person.

- (4) renew vary refrain from enforcing or release any present or future security or guarantee which Aldermore holds from the Debtor or any other person.
- (5) compound with the Debtor or any other person.

9. ALDERMORE'S security shall be preserved as follows :-

- (1) if any of the Debtor's Obligations are at any time void or unenforceable against the Debtor for any reason this Legal Charge shall nevertheless secure the same amount as that which it would have secured had the Debtor's Obligations not been void or unenforceable.
- (2) the security created by this Legal Charge shall not be released or affected by any failure by Aldermore to take any security or by the invalidity of any security taken.
- (3) This Legal Charge is in addition to all other security present or future held by Aldermore in respect of the Debtor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of Aldermore.
- (4) The security created by this Legal Charge shall not be affected by any other security held by Aldermore in respect of the Debtor's Obligations being void or unenforceable.
- (5) The Mortgagors shall remain liable under the security created by this Legal Charge notwithstanding any settlement between Aldermore and the Mortgagors or any release given by Aldermore to the Mortgagors if any security given or payment made to Aldermore by the Debtor or any other person is avoided or reduced under the law relating to bankruptcy or liquidation from time to time in force and Aldermore shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law.

10. UNTIL all claims of Aldermore in respect of the Debtor's Obligations have been discharged in full:-

- (1) the Mortgagors shall not be entitled to participate in any security held by Aldermore or money received by Aldermore in respect of the Debtor's Obligations.
- (2) the Mortgagors shall not in competition with or in priority to Aldermore make any claim against the Debtor or any co-surety or their respective estates nor make any claim in the bankruptcy or liquidation of the Debtor or any co-surety nor take or enforce any security from or against the Debtor or any co-surety.
- (3) any security taken by the Mortgagors from the Debtor or any co-surety shall be held in

trust for Aldermore as security for the Debtor's Obligations.

11. **ALDERMORE** may appropriate all payments received in respect of the Debtor's Obligations in reduction of any part of the Debtor's Obligations as Aldermore decides.

12. **THE** Debtor will (and the SIPP shall procure that the Debtor will) keep the Property in good condition and comprehensively insured to Aldermore's satisfaction for its full reinstatement cost and in default Aldermore (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property.

13. **THE** Debtor will (and the SIPP shall procure that the Debtor will) hold in trust for Aldermore all money received under any insurance of the Property and at Aldermore's option will apply the same in making good the relevant loss or damage or in or towards discharge of the money hereby secured save that in the event of it being applied towards discharge of the money hereby secured then Aldermore shall pay monies received to the SIPP in accordance with the division set out in clause 18 below.

14. **THE** Mortgagors hereby apply to the Chief Land Registrar for a restriction to be entered on the register of its title to the charged property in the following form:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge created by this Deed in favour of Aldermore Bank plc referred to in the Charges Register"

15. **THE** Mortgagors will not without Aldermore's prior written consent:-

- (1) create or permit to arise any mortgage charge or lien on or assignment or transfer of the Property.
- (2) take any further advance from any prior charge holder of the Property.
- (3) grant or accept a surrender of any lease or licence of the Property.
- (4) part with or share possession or occupation of the Property.

16. **ALDERMORE** shall have the following powers:-

- (1) Aldermore may without restriction grant or accept surrenders of the leases of the Property.
- (2) Section 103 of the Law of Property Act 1925 shall not apply and Aldermore may exercise its power of sale and other powers under that or any other Act or this Legal Charge at

any time after the date of this Legal Charge.

- (3) Aldermore may under the hand of any official or under seal appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagors and the Mortgagors shall be solely responsible for the receiver's acts defaults and remuneration.
- (4) All or any of the powers conferred on a receiver by clause 17 may be exercised by Aldermore without first appointing a receiver or notwithstanding any appointment.
- (5) Aldermore will not be liable to account to the Mortgagors as mortgagee in possession for any money not actually received by Aldermore.
- (6) Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

17. A receiver shall have the following powers:-

- (1) to carry out work at or sell lease charge deal with dispose of and manage the Property and do anything which he considers conducive or incidental to managing and realising the Property or the income from the Property and he may borrow any money he requires for those purposes.
- (2) to remove store and dispose of any furniture or goods found in the Property which the Mortgagors shall refuse or omit to remove and the receiver will account to the Mortgagors for the proceeds of any sale after deducting all expenses incurred under this sub-clause.
- (3) in the case of joint receivers any power may be exercised jointly and severally.
- (4) to apply all money he receives in the following order:
 - a) in satisfaction of the costs, charges, borrowings and expenses incurred by it or him in connection with the exercise of its or his powers under this Charge;
 - b) in payment of such remuneration as may be agreed between any receiver and Aldermore at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the receiver's firm;
 - c) in or towards satisfaction of the Debtor's Obligations (subject to the provisions of clause 18 below); and
 - d) the surplus (if any) shall be paid to the person entitled thereto.

18. ALDERMORE AND THE SIPP HEREBY AGREE that, in respect of any proceeds received by Aldermore under 17(4)(c) of this Charge, these shall be split between Aldermore and the SIPP as follows:

- (1) the SIPP shall receive 49.18% of the realisations; and
- (2) Aldermore shall receive 50.82% of the realisations.

19. ALDERMORE hereby acknowledges that, notwithstanding the covenant contained in clause 2 of this Legal Charge, the only redress Aldermore shall have against the SIPP in respect of the SIPP's liability to pay the Debtor's Obligations shall be limited to the SIPP's interest and proprietorship in the Property.

20. THE Mortgagors hereby irrevocably appoint Aldermore and any receiver severally to be the attorney of the Mortgagors (with full power of substitution and delegation) in the Mortgagors' name and on the Mortgagors' behalf to sign or execute all deeds instruments and documents which may be required by Aldermore or any receiver pursuant to this Legal Charge or the exercise of any of their powers at any point that a demand is made or at any time thereafter.

21. A certificate signed by an official of Aldermore as to the amount of the Debtor's Obligations or the amount due from the Mortgagors under this Legal Charge shall be conclusive evidence save in the case of manifest error or on any question of law.

22. (1) ANY notice or demand from Aldermore may be sent by post or delivered to the Mortgagors at the above address or the Mortgagors' address last known to Aldermore.
- (2) A notice or demand by Aldermore served by post shall be deemed served on the day after posting.
- (3) A notice or demand from Aldermore delivered by hand shall be deemed served at the time of delivery.

23. THIS Legal Charge may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Legal Charge.

24. THIS Legal Charge shall be governed by and construed in accordance with the laws of England.

SIGNED AS A DEED on behalf of **ALDERMORE BANK PLC** by _____
and _____
Its duly authorised signatories

) _____
)
) Director
)
)
)
) _____
) Director
)
)

Wayne Lloyd Rosser

Witness Signature

)
)
) W. L. Ross
) Director
)
)
) [Signature]
) Witness Signature

Name SAMUEL GILBERT
Address 19 MORRIS LANE
WALSALL, WS6 7AT
Occupation

IN WITNESS whereof the Mortgagors have hereunto executed this Legal Charge the day and year first
before written

SIGNED AS A DEED on behalf of **ALDERMORE
BANK PLC** by _____
and _____

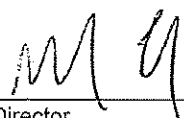

Its duly authorised signatories

) _____
) **Authorised Signatory for Aldermore Bank**
) **PLC**
) _____
) **Authorised Signatory for Aldermore Bank**
) **PLC**

EXECUTED AS A DEED by **DENTON & CO.
TRUSTEES LIMITED** in its capacity as a trustee of
the **DENTONS SELF INVESTED PERSONAL
PENSION RELATING TO WL ROSSER CA24078**
acting by two directors

MARTIN GRAHAM GRIEL.....

MARC ADAM HOBDEN.....

) 
) _____
) Director
) 
) _____
) Director
) _____
) _____

EXECUTED AS A DEED by **WAYNE LLOYD
ROSSER** in his capacity as a trustee of the
**DENTONS SELF INVESTED PERSONAL PENSION
RELATING TO WL ROSSER CA24078** in the
presence of:

Name _____
Address _____
Occupation _____

) _____
) _____
) **Wayne Lloyd Rosser**
) _____
) _____
) **Witness Signature**
) _____

EXECUTED AS A DEED by **PARAMOUNT
INDUSTRIAL TOOLS & FASTENERS LTD**
acting by a director in the
presence of:

Name _____
Address _____
Occupation _____

) _____
) _____
) **Director**
) _____
) _____
) **Witness Signature**
) _____

IN WITNESS whereof the Mortgagors have hereunto executed this Legal Charge the day and year first
before written

SIGNED AS A DEED on behalf of **ALDERMORE
BANK PLC** by Sarah Rishworth
and
Stephen Farrelly
Its duly authorised signatories

) Sarah Rishworth
) Sarah Rishworth, Reg No. 302114 18 (07/14)
) **Authorised Signatory for Aldermore Bank**
) **PLC**
) Stephen Farrelly
) Stephen Farrelly, Reg No. 302114 18 (07/14)
) **Authorised Signatory for Aldermore Bank**
) **PLC**

EXECUTED AS A DEED by **DENTON & CO.
TRUSTEES LIMITED** in its capacity as a trustee of
the **DENTONS SELF INVESTED PERSONAL
PENSION RELATING TO WL ROSSER CA24078**
acting by two directors

)
)
) _____
) Director

.....
.....

)
) _____
) Director
)
)

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EXECUTED AS A DEED by **WAYNE LLOYD
ROSSER** in his capacity as a trustee of the
**DENTONS SELF INVESTED PERSONAL PENSION
RELATING TO WL ROSSER CA24078** in the
presence of:

)
)
) _____
) Wayne Lloyd Rosser
)
)
) _____
) Witness Signature

Name _____
Address _____
Occupation _____

EXECUTED AS A DEED by **PARAMOUNT
INDUSTRIAL TOOLS & FASTENERS LTD**
acting by a director in the
presence of:

)
)
) _____
) Director
)
)
) _____
) Witness Signature

Name _____
Address _____
Occupation _____