



Registration of a Charge

Company name: **ARKENFIELD STABLE HIRE LTD**

Company number: **06999496**



X8YQ7UIX

Received for Electronic Filing: **13/02/2020**

Details of Charge

Date of creation: **07/02/2020**

Charge code: **0699 9496 0001**

Persons entitled: **LIBERTY 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **K WARDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6999496

Charge code: 0699 9496 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2020 and created by ARKENFIELD STABLE HIRE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2020 .

Given at Companies House, Cardiff on 14th February 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

TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

THIS DEED OF SUPPLEMENTAL CHATTEL MORTGAGE is made on the date shown in the schedule above

BEWITNESSETH

(1) The Company: the company described as the Company in the Schedule and

(2) LIBERTY: LIBERTY LEASING LTD (registered in England & Wales with company number 345640) of Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP

In this Deed the following terms have the meanings respectively given to them: the Assets means the plant, machinery, equipment, vehicles or other items described in the Schedule and includes any and each of them where there are more than one.

Associate means any guarantor (including any surety) in respect of the Company or its liabilities, or a holding company, subsidiary or subsidiary of a holding company, such terms having the definitions in section 726 of the Companies Act 1985, or an associate as defined by section 837 of the Insolvency Act 1986, and which LIBERTY may from time to time nominate as being an Associate of LIBERTY for the purposes of the Deed (including, without limitation, and without any requirement for prior notification, any parent or quasi holding company or subsidiary of LIBERTY (and any subsidiary of any such holding company) in such terms as defined above).

Business Day means any day other than a Saturday, Sunday or English Bank Holiday.

Charged Property means the Non-Vesting Assets and any other rights and interests mortgaged or charged to LIBERTY pursuant to the terms of this Deed and includes any part of them.

Lease Purchase Agreement means the lease purchase agreement entered into on or about the date of this Deed in respect of the Assets.

Non-Vesting Assets means all or any of the Assets which are to be or have been purchased by the Company in LIBERTY and where, for whatever reason, title to the Asset or assets concerned has for a time or have failed to vest absolutely and effectively in LIBERTY.

Receiver means a receiver or receivers appointed under this Deed, and Secured Obligations means all of the monies, obligations and liabilities of the Company described in clause 2 or arising under any of the other clauses of this Deed.

1. Agreement by the Company to pay LIBERTY

The Company covenants that it will pay to LIBERTY on demand and without deduction or set off of monies lawfully due from time to time, owing or incurred by the Company to LIBERTY (including but not limited to) under or pursuant to the Lease Purchase Agreement or in respect of the Transaction and all other monies and liabilities (convenanted to be paid under this Deed or arising under any other terms of agreement of any kind entered into between LIBERTY and the Company and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether or non-mortgaged, actual or contingent and liquidated or unliquidated).

2. Security

2.1 As security for the Secured Obligations, the Company will full title guarantee assigns absolutely to LIBERTY by way of security of all of its rights, title and interest in the Non-Vesting Assets together with the benefit of all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights (convenanted to be or to which it is entitled relating to the Assets).

2.2 Upon LIBERTY being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, all, or the impact of the Company and on payment of a redemption administration fee of £100, LIBERTY shall release the Non-Vesting Assets and the other assets and rights referred to in clause 3.1.

2.3 As further security for the Secured Obligations, the Company with full title guarantee covenants to assign to LIBERTY by way of deed (including a charge) the benefit of all its insurances relating to the Assets (including all claims and amounts of premium).

3.1 All Non-Vesting Assets which are not owned by either LIBERTY or the Company on the date of this Deed and which the Company subsequently acquires

3.2 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets (including all claims and amounts of premium).

4. Covenants by the Company

The Company covenants with LIBERTY as follows:

4.1 To comply in respect of the Non-Vesting Assets with all of the covenants, undertakings and intimations set out in the Lease Purchase Agreement or in related estate contracts, in clause 4.1.

4.2 Not to grant or permit to be created any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge) and on which the Non-Vesting Assets may be charged or then in favour of LIBERTY or to sell, let, hire, part with possession or otherwise dispose of the Non-Vesting Assets or any interest in or to any of such things or to do or omit to do anything which could in any way prejudice the security of LIBERTY under this Deed and any way cause without having first obtained the express written consent of LIBERTY.

4.3 Not to withhold the prior written consent of LIBERTY to permit the Non-Vesting Assets to become attached to or otherwise connected with any land or building to which the Non-Vesting Assets will become a fixture. As between LIBERTY and the Company the Non-Vesting Assets will remain personal movable property.

4.4 To obtain from any landlord of the premises at which the Non-Vesting Assets may from time to time be situated on anything other than a temporary basis a waiver or a form acceptable to LIBERTY or, if it is not practical, in LIBERTY's opinion, to obtain a formal release from the landlord to give the landlord of such premises notice of the security created by this Deed in a form acceptable to LIBERTY.

4.5 To pay and discharge as they fall due all debts, liabilities and damages (whether or not they have given or may give rise to liens on or claims enforceable against the Non-Vesting Assets whether in distress or otherwise) and in the event of the destruction of the Non-Vesting Assets in the premises or purported exercise of any such lien or claim, to procure the release of the same from such destruction immediately upon receiving notice of it, if the Company fails to comply with this covenant then LIBERTY may do so on the expense of the Company which shall form part of the Secured Obligations.

4.6 To confirm the location of the Non-Vesting Assets upon being requested to do so by LIBERTY and, in any event, not to permit the Non-Vesting Assets to be taken outside Great Britain.

5. Detail by the Company to repair and insurance

5.1 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Lease Purchase Agreement (and as incorporated by reference by clause 4.1 of this Deed), LIBERTY may, but without binding any obligation to do so, opt to or keep the Non-Vesting Assets in repair (with power to enter onto any premises or where the Assets are located for that purpose).

5.2 If at any time the Company does not effect or keep up such insurances as specified in the Lease Purchase Agreement or produce a copy of the policy and evidence of premium having been paid up to date on demand then LIBERTY may, but without binding any obligation to do so, procure and have the Non-Vesting Assets insured in any sum which LIBERTY may think expedient, which amount will be immediately payable by the Company and will form part of the Secured Obligations.

5.3 If the Company shall have failed to deliver to LIBERTY and signed on behalf the policy or policies or current premium receipt in respect of the Non-Vesting Assets, LIBERTY shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Deed.

6. Power of sale and inclusion of Law of Property Act provisions

6.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed, shall arise on the date of this Deed and shall be irrevocably exercisable at any time after a notice demanding payment of arrear discharge and/or provision for any monies secured by this Deed shall have been served by LIBERTY on the Company or a Receiver has been appointed under this Deed.

6.2 Section 102 of the Law of Property Act 1925 shall not apply to this Deed and any sale and any proceeds on such terms as LIBERTY or any Receiver may think fit. Notice shall be the restriction on the right of consolidation in Section 83 of the Law of Property Act 1925 apply to this Deed.

7. Appointment of receiver and enforcement

7.1 As any time after LIBERTY shall have demanded payment of any monies or liability secured by this Deed LIBERTY may in writing appoint any person or persons to be a Receiver (with power to appoint any number of Receivers) and any Receiver shall exercise any power independently of any other (joint Receiver) and may remove any Receiver and appoint another or others in his place. Following such demand and appointment or not a Receiver has been appointed LIBERTY and any Receiver shall have the following powers without by reason of that becoming liable as a mortgage in possession.

7.1.1 To take possession of or collect and get in the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient, to collect, receive, compromise, settle and give a good discharge for the same payable in respect of the Charged Property, and any claim outstanding or arising in respect of the Charged Property and to satisfy such proceedings as LIBERTY or the Receiver may think fit.

7.1.2 To carry on, manage or concur in carrying on and managing the business of the Company or any part of it so far as the same relate to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to execute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property.

7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, shall have full power to sell, lease, let, demise, let on lease, let on hire, sell, let, collect and convert into money or otherwise dispose of the Charged Property in any manner as LIBERTY or any Receiver may think fit and to use the same for any purpose that LIBERTY or the Receiver may think fit.

7.1.4 To make any assignment or compromise which LIBERTY or any Receiver may think expedient.

7.1.5 To appoint managers, agents, officers, employees and workmen for any of the purposes described in this clause 7.1 or to appoint or protect the Non-Vesting Assets at such salaries and for such periods as LIBERTY or any Receiver may determine.

7.1.6 To lease and sell the Non-Vesting Assets separately from any property to which they are attached.

7.1.7 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which LIBERTY lawfully may or can do as mortgagee.

7.1.8 The use of a Receiver to do anything or exercise any power which LIBERTY could do or exercise as mortgagee and

7.1.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out or exercisable by the Law of Property Act 1925 (whether or not the Receiver is an administrative receiver) and without being restricted in any way by any of the other provisions of this clause.

7.2 All monies received by LIBERTY or by any Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of collection (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed) secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Deed, thirdly in or towards payment of all or any of the matters referred to in paragraphs (i) - (iv) of subsection 104 of the Law of Property Act 1925 as the Receiver or the Receiver's directors shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section 105 (8) of the Law of Property Act 1925 is excluded.

7.3 Any Receiver shall be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which LIBERTY may from time to time fix. Such agency shall continue and the Company shall not disavow and thereafter any Receiver shall act as principal and not as the agent of the Company.

7.4 Neither LIBERTY nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss of damage caused by omission to do so.

7.5 If any Receiver shall in the exercise of his powers authorise and directions conform to the directions and regulations from time to time given and made by LIBERTY then LIBERTY shall not be responsible for any loss occasioned as a result.

7.6 No architect, mortgagee or other person dealing with LIBERTY or any Receiver shall be concerned to enquire whether any power granted or purported to be exercised by it or to him be otherwise exercisable or whether any money is due on the security of this Deed or to the Company or regularly of any sale by or under dealing with LIBERTY or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed to be valid and effectual accordingly.

8. Continuing security

8.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to LIBERTY by the Company.

8.2 The security created by the Deed in addition to any other security or securities which LIBERTY may hold or may from time to time acquire from the Company or any other person and all rights, remedies and powers of LIBERTY under this Deed will be in addition to and shall not limit those conferred on LIBERTY by any other deed or agreement or implied by law.

9. Notice of subsequent assignment or charge

If LIBERTY receives notice of any subsequent assignment, charge or other security interest affecting the Charged Property then LIBERTY may open a new account or accounts for the purpose of this Deed and shall not be bound to accept or treat any subsequent assignment or charge as valid or effective until the account or accounts have been opened and as from that time all payments made by the Company to LIBERTY 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 LIBERTY at the time when it is received such notice.

10. Power of attorney and covenant for further assurance

10.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 10.2 jointly for the attorney of the Company, in its behalf and in its act and deed or otherwise to execute and deliver in its name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Deed and (after a demand has been served on the Company for payment of amounts secured by this Deed) which LIBERTY or any Receiver may be done in order to facilitate the enforcement of the security created by this Deed or which the Company could do in relation to the Charged Property. Any attorney will be authorised their respective rights under this clause 10 after demand for payment of the Secured Obligations has been made. With all such powers of any attorneys, attorneys and all other sums conveyed to be paid by the Company to third parties under the terms of this Deed which may lawfully be received by LIBERTY from the Company and shall form part of the liabilities secured by this Deed.

10.2 The persons referred to in clause 10.1 are LIBERTY, any person nominated in writing under the hand of any director or officer of LIBERTY and any Receiver.

10.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as LIBERTY or any Receiver may consider necessary or desirable for the purpose of vesting in LIBERTY or in the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the monies secured by this Deed) and of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of LIBERTY under the terms of this Deed.

11. Exclusion of liability

11.1 LIBERTY, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except LIBERTY's own actual neglect or for failure to the Company for any loss or damage arising from any calculation by LIBERTY, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.

11.2 Nothing in this clause 11 shall exclude or limit liability for remedies arising in the event of fraud.

12. Payments

All payments to be made by the Company shall be made free and clear of any retention, condition, set off, counterclaim, deduction, withholding of any kind and including subject to the next paragraph. If any such deduction or withholding is required by law to be made from any such payment, the Company shall pay in the same manner and at the same time such additional amounts as will result in receipt to LIBERTY of such amount as would have been received by LIBERTY had no such deduction or withholding been required to be made. The time of punctual payment shall be of the essence.

13. Indemnity

The Company agrees to pay to LIBERTY on demand all costs, charges and expenses (including legal costs) on a full indemnity basis incurred in any way by reason of any breach of this Deed by the Company, in obtaining any advice and taking any action which LIBERTY in its absolute discretion considers necessary to protect, defend or maintain its interest in and any rights it may have over the Charged Property or otherwise in exercise of the powers and rights under the Deed or to obtain payment of any sums due to it whether under this Deed, any ancillary documentation or otherwise or any matter connected with the Charged Property, the Deed or any ancillary documentation, including without limiting this obligation, obtaining advice on the value, ascertaining the whereabouts of the Charged Property and any director of the Company, and/or any guarantee, representation and sale of the Charged Property (and additionally but not exclusively in relation to the generally of the foregoing) indemnify LIBERTY against all claims and demands made upon LIBERTY by reason of any loss, damage or injury suffered by any person or company directly or indirectly as a result of the payment, installation, use, removal or replacement of the Charged Property.

14. Service of notices

14.1 A notice (including any writ or summons) may be served by LIBERTY or any Receiver on the Company by leaving it at its office or through the post a prepaid letter addressed to the Company at the last known address of the Company in the Companies Gazette or by the first class post. Any notice served by post shall be deemed to have been served at 10am on the day following (or if that day is a public holiday then on the Monday immediately following) and if it is possible, unless the notice shall be posted after the time at which the last post is received, the notice shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to state that the notice containing the notice was properly addressed and stamped and put in the post by the sender. A demand or notice to addressee and posted to the address in which the notice is contained shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to state that the notice containing the notice was properly addressed and stamped and put in the post by the sender. A demand or notice to addressee and posted to the address in which the notice is contained shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to state that the notice containing the notice was properly addressed and stamped and put in the post by the sender. A demand or notice to addressee and posted to the address in which the notice is contained shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to state that the notice containing the notice was properly addressed and stamped and put in the post by the sender. 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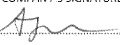
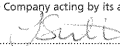
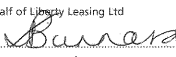
SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Ltd Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP	Co Reg No 04302060
	AGREEMENT No. 9946/11

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company") ARKENFIELD STABLE HIRE LTD	Company Reg. No. 06999196
Full names of Directors JACQUELINE SUTTON	
Address of Company UNIT 18, WEM INDUSTRIAL ESTATE, SOLTON ROAD, SHREWSBURY	
Siting Address (if different) 53 Back Lane, Coton, Whitchurch	
Post Code SY4 5SD	
Telephone 01948 781100	

PARTICULARS OF GOODS Please describe in full	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture / first registration
MAN TGM 18.250 18 TONNE HORSEBOX	NJZ 8644	WMAN18ZZ6SY213537		23/05/2008

SIGNATURES	
WITNESS TO THE COMPANY'S SIGNATURE	To: Liberty Leasing Ltd
Signature 	Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.
Name Angela Jane Chris. Topher	EXECUTED and DELIVERED as a DEED on 07/02/2020
Address First Floor Suite Masonic Hall, Earl Rd, Mold, CH7 1AX	by The Company acting by its authorised offices:  Director
Occupation Broker of Asset Finance	Company Secretary/Director
Signature for and on behalf of Liberty Leasing Ltd 	Director's full name in block capitals: JACQUELINE SUTTON
Date 07/02/2020	Director's/Secretary's full name in block capitals
	The Signatories warrant that they have authority to bind the Company to this Deed.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 05.02.2020 at

(Address) 53 Back Lane, Coton, Whitchurch, SY15 3LS

It was reported to the meeting that:

- (1) A quorum of directors was present and the meeting had been properly convened.
- (2) It is proposed that LIBERTY LEASING LTD ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Lease Purchase Agreement").
- (3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

IT WAS RESOLVED

1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.
3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.
4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.
5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

TO: LIBERTY LEASING LTD

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Companies House on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the Company has not granted any charge or similar which was not registered at Companies House within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature 

Position in relation to the Company Director

Name of Signatory Jacqueline Sutton Date 06.02.2020