



Registration of a Charge

Company name: **AIM HIRE & SALES LIMITED**

Company number: **07088180**



X4YHRLLF

Received for Electronic Filing: **13/01/2016**

Details of Charge

Date of creation: **13/01/2016**

Charge code: **0708 8180 0004**

Persons entitled: **DEUTSCHE LEASING (UK) LTD**

Brief description: **N/A**

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: **ZOE VILLENEUVE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7088180

Charge code: 0708 8180 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2016 and created by AIM HIRE & SALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2016 .

Given at Companies House, Cardiff on 14th January 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 13TH January

2016
~~2015~~

DEUTSCHE LEASING (UK) LIMITED

AIM HIRE & SALES LTD

MASTER CHARGE

Certified as a
true copy of
the original
ZMY.

Contents

	Clause	Page
1	DEFINITIONS	1
2	COVENANT TO PAY	2
3	OPERATION OF CHARGE	2
4	CHARGING CLAUSE	3
5	DISCHARGE CLAUSE	3
6	PROHIBITION AGAINST FURTHER DEALINGS WITH CHARGED ASSETS	3
7	EVENTS OF DEFAULT	4
8	LAW OF PROPERTY ACT	5
9	APPOINTMENT OF RECEIVER	5
10	CONSOLIDATION OF MORTGAGES	6
11	POWER OF ATTORNEY	6
12	RECOVERY OF COSTS	7
13	MORTGAGEES' AND RECEIVERS' POWERS	7
14	SERVICE OF NOTICES	7
15	SEVERANCE CLAUSE	7
16	CONTINUING SECURITY	7
17	JURISDICTION	7
	Schedule	
1	SCHEDULE A	

This Master Charge is made on

13th January 2016

2015

Between

- (1) **AIM Hire & Sales Limited** (No. 7088180) whose registered office is at O'Brien Partners, 7 Centre Court, Pontypridd, Mid Glamorgan, CF37 5YR (**Company**); and
- (2) **Deutsche Leasing (UK) Limited** of 45 London Road, Reigate, Surrey, RH2 9PY (**DLUK**).

Whereas

- (A) The Company and DLUK have entered into a Hire Purchase Agreement dated 12 November 2015 (**Funding Agreement**);
- (B) In consideration of DLUK agreeing to enter into the Funding Agreement, the Company has agreed to provide this Charge.
- (C) The Company and DLUK intend this Charge to take effect as a Deed.

It is agreed

1 DEFINITIONS

- 1.1 In this Charge 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;
Charged Assets	has the meaning given in Clause 4.2;
Charged Equipment	means any equipment which is the subject of a Customer Agreement specified in a Schedule;
Customer	means the customer named in a Customer Agreement;
Customer Agreement	means an agreement entered into by the Company with a Customer as specified in a Schedule;
Default Rate	means the rate of 5% per annum above the base rate of Finance House Base Rate ['FHBR'] from time to time in force;
Demand	means a demand in writing signed by any director, secretary, manager, officer or agent of DLUK;
Event of Default	means any event or circumstance described as such in clause 7;
Finance Documents	means the Funding Agreement, this Master Charge and each Schedule executed by the Company from time to time;
Funding Agreement	has the meaning given in Recital (A) above;

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 or constructive possession;
Schedule	means a schedule to this Charge substantially in the form annexed as Schedule A, as may be amended from time to time as required by the Registrar of Companies or as may be agreed in writing between the Company and DLUK;
Secured Liabilities	means all moneys and liabilities covenanted to be paid by the Company in Clause 2.1;
Security	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;
Subsidiary and holding company	means a subsidiary or holding company (as the case may be) as defined by Section 736 of the Company Act 1985 or any statutory modification replacement or re-enactment thereof for the time being in force.

1.2 Words in the singular number shall include the plural and words importing the masculine gender shall include the feminine and vice versa in each case.

1.3 Headings are for convenience only and shall not affect the meaning of any provision.

2 COVENANT TO PAY

2.1 The Company hereby covenants with DLUK to pay to DLUK on demand:

- (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 DLUK under the Finance Documents whether alone or jointly with any other person and in whatever name, style or form (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 DLUK in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of this Charge such costs charges and expenses to be payable in all cases on a full indemnity basis.

3 OPERATION OF CHARGE

3.1 This Charge will be operated by the provisions of clause 4.1 and the delivery to DLUK of a Schedule executed by the Company.

- 3.2 Each Schedule is subject to and shall be deemed to incorporate the terms of this Charge as if such terms were reproduced in full in each Schedule. Words and expressions which are defined in this Charge shall have the same meanings in each Schedule. Where there is a conflict between the terms of this Charge and the terms of any Schedule then the latter shall prevail.

4 CHARGING CLAUSE

- 4.1 As continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby charges to DLUK by way of first fixed charge:-
- (a) all the right, title and interest of the Company in respect of all the Charged Equipment;
 - (b) all proceeds of sale or other disposition of the Charged Equipment comprised in the relevant Schedules from time to time; and
 - (c) all insurance monies receivable in respect of damage to or the destruction or loss of any of the Charged Equipment.

- 4.2 The subject matter of the charge in Clause 4.1 is hereafter collectively called "the Charged Assets".

5 DISCHARGE CLAUSE

- 5.1 Upon the Secured Liabilities being unconditionally and irrevocably paid and discharged to DLUK in full, then DLUK will release all of the remaining Charged Assets from this Charge.
- 5.2 It is specifically understood that each Schedule secures payment of the ultimate balance of the Secured Liabilities.

6 PROHIBITION AGAINST FURTHER DEALINGS WITH CHARGED ASSETS

- 6.1 During the continuance of this security the Company shall not without the prior written consent of DLUK:-
- (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; or
 - (c) allow any lien to remain or to be created on or distress levied against any of the Charged Assets.

7 EVENTS OF DEFAULT

7.1 The following events are Events of Default:-

- (a) the Company fails to pay any sum due to DLUK on the due date and in the manner stipulated in the Finance Documents;
- (b) the Company fails to perform or observe any term or condition of the Finance Documents 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) any of the following occurs in relation to the Company:
 - (i) the presentation of a petition or application for the making of an administration order in relation to the Company;
 - (ii) any person who is entitled to do so applies to appoint or giving written notice of its intention 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;
- (d) the Company makes any assignment for the benefit of creditors or 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 or of 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, 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 any of the Finance Documents 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) it becomes unlawful at any time for the Company to perform all or any of its obligations under any of the Finance Documents;
- (i) the Finance Documents or any provision thereof shall be repudiated by the Company;
- (j) any of the information provided to DLUK by the Company either before or after the execution of this Charge is discovered to be untrue in any material respect;

- (k) if the Company commits any breach of any of the conditions or provisions contained herein and (where the breach is capable of remedy) fails to remedy the same within 14 days of receiving written notice of the breach from DLUK or the Receiver;
- (l) there is, in the opinion of the Lender, a material adverse change in the financial position of the Borrower; or
- (m) there occurs a change in the direct or indirect ownership or control of the Borrower from that existing at the date of this Agreement.

8 LAW OF PROPERTY ACT

Section 103 of the Act shall not apply to this Charge 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 Charge shall be immediately exercisable at any time after the occurrence of an Event of Default.

9 APPOINTMENT OF RECEIVER

9.1 At any time after an Event of Default has occurred (notwithstanding the terms of any other agreement between the Company and DLUK) DLUK may appoint by writing 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 DLUK 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 DLUK 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 DLUK. 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 DLUK. 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 DLUK'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 Equipment (and to the extent required) the relevant Customer Agreements;
- (b) sell transfer assign lease let or hire or terminate or surrender the Charged Equipment 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 Equipment;

9.2 Any monies received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Charge be applied for the following purposes and in the following order of priority:-

- (a) in satisfaction of all costs charges and expenses properly incurred and payments properly made of and incidental to the appointment of the Receiver by DLUK;

- (b) in payment of remuneration to the Receiver at such rates as may be agreed between him and DLUK at or at any time after his appointment;
- (c) in or towards satisfaction of the Secured Liabilities in such order as DLUK shall in its absolute 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 DLUK is also to be at liberty without prejudice to any other rights that DLUK may have at any time and from time to time to place and keep for such time as DLUK may think prudent any monies received recovered or realised under or by virtue of this Charge to or at a separate or suspense account to the credit either of the Company or of DLUK as DLUK shall think fit without any intermediate obligation on DLUK's part to apply the same or any part thereof in or towards the discharge of the monies due or owing to DLUK as aforesaid by the Company.

- 9.3 DLUK 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 DLUK 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 DLUK 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.
- 9.4 No person dealing in good faith with DLUK 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 DLUK or to such Receiver.
- 9.5 DLUK and every Receiver agent or other person appointed by DLUK 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 Charge and against all actions proceedings costs claims and demands arising therefrom or in connection therewith and DLUK 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.

10 CONSOLIDATION OF MORTGAGES

The restriction on the right of consolidating mortgages contained in Section 93 of the Act shall not apply to this Charge.

11 POWER OF ATTORNEY

The Company by way of security hereby irrevocably appoints each of DLUK and any person nominated in writing under the hand of any director, secretary, manager, officer or agent of DLUK including every Receiver appointed hereunder, as attorney of the Company with full

power of substitution for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of this Charge and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on DLUK or any Receiver appointed by it.

12 RECOVERY OF COSTS

All costs charges and expenses incurred or paid by DLUK or by the Receiver in perfecting or otherwise in connection with this security or in respect of the Charged Assets and all costs of DLUK or the Receiver (on a full indemnity basis) of all proceedings for the enforcement of this security or for obtaining payment of monies hereby secured or arising out of or in connection with this Charge shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest at the Default Rate and shall be charged on the Charged Assets.

13 MORTGAGEES' AND RECEIVERS' POWERS

The powers conferred on mortgagees or receivers by the Act shall apply to this Charge 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 Charge the terms of this Charge shall prevail.

14 SERVICE OF NOTICES

A demand or notice hereunder shall be in writing signed by a director secretary manager or agent of DLUK may be served on the Company by hand, post or fax and either by delivering the same to any director secretary manager or officer or agent of the Company at any place or by addressing the same to the Company at its registered office or a place of business last known to DLUK. If such demand or notice is sent by post it shall be deemed to have been received the day following the day on which it was posted and shall be effective notwithstanding it being returned undelivered. Any notice to be given by the Company to DLUK shall be served on DLUK by hand or post delivering the same to the Legal Department of DLUK.

15 SEVERANCE CLAUSE

Every provision contained in this Charge 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.

16 CONTINUING SECURITY

This Charge shall be a continuing security to DLUK notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice to and in addition to any other security whether by way of mortgage equitable charge or otherwise which DLUK may now or at any time hereafter hold on the property of the Company or any part thereof for or in respect of the monies and liabilities hereby secured or any of them or any part thereof respectively.

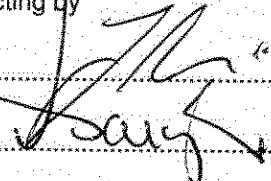
17 JURISDICTION

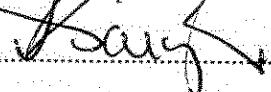
This Deed shall be governed in all respects in accordance with the laws of England.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Deed.

**SIGNED and DELIVERED as a DEED by
DEUTSCHE LEASING (UK) LIMITED**

Acting by


..... Director



..... Director/Secretary

**SIGNED and DELIVERED as a DEED by
AIM HIRE & SALES LTD**

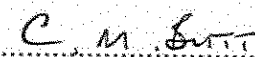
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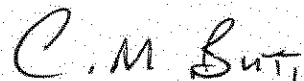

.....

Director


.....

Director/Secretary


.....
Print Name


.....
Print Name

SCHEDULE A

**SCHEDULE TO MASTER CHARGE FILED AT
COMPANIES REGISTRY UNDER [Ref.]**

Company: AIM Hire & Sales Ltd (No: 7088180) of O Brien Partners, 7 Centre Court,
Pontypridd, Mid Glamorgan, CF37 5YR (Company)

Chargee: Deutsche Leasing (UK) Limited of 45 London Road, Reigate, Surrey RH2 9PY
(DLUK)

Date of Master Charge :- 13/01/16 **Ref. No :-** (Master Charge)

Date of this Schedule :- 13/01/16

**This is a Schedule to the above Master Charge executed by the above Company in favour of
DLUK, and is submitted pursuant to the Master Charge.**

**The equipment and other assets, etc., briefly described below are charged by way of fixed
charge pursuant to the Master Charge and subject to the terms of the Master Charge.**

EQUIPMENT

**5 x new Montracon triaxle straightframe curtainsiders, Chassis No's: SMRC3AXXXFN115538,
SMRC3AXXXFN115539, SMRC3AXXXFN115540, SMRC3AXXXFN115541, SMRC3AXXXFN115542**

CUSTOMER AGREEMENTS

Agreement No

Date

1326

[Signature]
cb

2015

- (a) all proceeds of sale or other disposition of the equipment comprised in the Customer Agreements referred to above;
- (b) all insurance monies receivable in respect of damage to or the destruction or loss of any of the equipment which is the subject matter of the Customer Agreements referred to above; and
- (C) all of the right, title and interest of the Company in respect of the Customer Agreements referred to above.

**SIGNED and DELIVERED as a DEED by
AIM Hire & Sales Ltd**

Acting by

[Signature]

Director

C.M. Butcher

Print Name

[Signature]

Director/Secretary

C.M. Butcher

Print Name

*Certified as a
true copy of
the original
ZMV*