

MR01

Particulars of a charge



Companies House



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A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08.

FRIDAY



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02/10/2020

#50

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 07708369

Company name in full Fisher & Gimson (Builders) Limited

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 23/09/2020

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name Benjamin Michael Gimson

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Building plot to the rear of 59 Kenilworth Road Knowle Solihull B93 0JQ more fully described in a Transfer dated the 23rd September 2020 made between Benjamin Michael Gimson (1) and the Lender (2)

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Roger Squire**

Company name

Address

2292 Stratford Road Hockley Heath

Post town **Solihull**

County/Region **West Midlands**

Postcode **B 9 4 6 N Y**

Country **UK**

DX

Telephone **01564 782829**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

I hereby certify this to be a true copy of the original

THIS DEBENTURE is made the 23rd day of September Two thousand and twenty

BETWEEN

- (1) **FISHER & GIMSON (BUILDERS) LIMITED** (Company Number: 07708369) whose registered office is at Moundsley Hall Walkers Heath Road Kings Norton Birmingham B38 0BL. ("the Company")
- (2) **BENJAMIN MICHAEL GIMSON** of Mulberry House Broad Lane Tanworth in Arden Solihull B94 5DP ("the Lender")

1. Liabilities secured by debenture

This debenture shall be a continuing security to the Lender for payment or discharge on demand of the following (whether any such liability shall be the sole liability of the Company or shall be a joint liability with any other person, firm or company):

- 1.1. all present or future indebtedness of the Company to the Lender;
- 1.2. all liabilities in respect of guarantees entered into by the Lender whereby they guarantee the payment of money or the due performance or observance by the Company of any terms or conditions of any agreement, lease or otherwise;
- 1.3. all other liabilities whatsoever of the Company to the Lender, present or future, actual or contingent.

2. Property and assets charged by debenture

The Company with full title guarantee and to the intent that the security created by this debenture shall rank as a continuing security for all the liabilities described in Clause 1 above:-

- 2.1. charges with full title guarantee by way of legal mortgage the property referred to in the schedule below
- 2.2. charges by way of fixed equitable charge all estates or interests in any freehold or leasehold property (except any property referred to in the schedule below) now or at any time during the continuance of this security belonging to the Company.
- 2.3. charges by way of fixed charge all stocks, shares or other securities now or at any time during the continuance of this security belonging to the Company
- 2.4. charges by way of fixed legal charge its goodwill
- 2.5. charges by way of fixed charge all book and other debts now or at any time during the continuance of this security due or owing to the Company and
- 2.6. charges by way of floating security its undertaking and all its other property assets and rights whatsoever and where so ever situate present and future (including its uncalled capital)

The undertaking and all property, assets and rights of the Company charged by or pursuant to any provision of this debenture are referred to below as "the

Charged Property". All the charges created or agreed to be created by this debenture are, or in the case of future property shall be, first charges.

3. Conversion of floating charge into specific charge

The Lender may at any time be notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly execute over such assets a fixed charge in favour of the Lender in such form as the Lender shall require

4. Covenants by Company

The Company covenants with and undertake to the Lender:-

4.1. to insure and keep insured such parts of the Charged Property as are of an insurable nature against loss or damage by fire and other usual risks and such other risks as the Lender may require in the full amount of their reinstatement value.

4.2. to hold all money received in any insurance whatsoever in respect of loss or damage to the Charged Property whether pursuant to the covenants herein contained or otherwise on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or in or towards discharge of the sums for the time being owing under this debenture as the Lender may in their absolute discretion require;

4.3. to execute and do all such assurance and things as the Lender may reasonably require

4.3.1. to perfect the security constituted by this debenture and

4.3.2. after the money secured by this debenture has become payable to facilitate the realisation of the Charged Property or any part of it and

4.3.3. to exercise all powers, authorities and discretion's conferred by this debenture upon the Lender or any receiver appointed by the Lender

5. Money due on demand

Section 103 of the Law of Property Act ("the Act") shall not apply and all money secured shall be immediately payable on demand at any time or times and failing payment immediately of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act immediately exercisable without the restrictions contained in the Act as to the giving of notice of otherwise. All such money shall also become immediately payable without any demand and this security shall become immediately enforceable and such powers exercisable without such restrictions if:-

5.1. a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Company (except in the case of a reconstruction or amalgamation which has the prior written approval of the Lender under which the new or amalgamating company assumes liability under this debenture and provides security for it in form and amount approved by the Lender) or

5.2. a petition is present in any court for the making of an administration order in respect of the Company; or

5.3. a receiver or administrative receiver is appointed of the whole or any part of the Charged Property or an incumbrancer takes possession of, or exercises or attempts to exercise any power of sale in relation to the Charged Property or any part of it; or

5.4. a judgement or order of any court is made against the Company for payment of any sum of money exceeding £200.00 and is not complied with within 14 days or a writ of execution is issued against or a distress, execution or sequestration is levied or enforced upon or sued out against any of the property of the Company; or

5.5. the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or

5.6. the Company fails to observe or commits a breach of any of the covenants and undertaking contained in clause 4 above; or

5.7. the Company fails to observe or perform or commits any breach of any other of the covenants undertakings and conditions or provisions of this debenture and, if capable of remedy, does not remedy such breach immediately after notice by the Lender to do so.

6. Appointment or receiver and powers

At any time after this security becomes enforceable or at the request of the Company the Lender may by writing appoint any person to be a receiver of all or any part of the Charged Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed. In this debenture, any reference to a receiver shall be deemed to include a reference to a receiver or administrative receiver. Any receiver so appointed shall be the agent of the Company for all purposes and the Company shall be solely responsible for his act or defaults and for his remuneration and any receiver so appointed shall have power, whether immediately or at any later time and without prejudice to any other powers conferred upon a receiver by statute or common law:

6.1. to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise;

6.2. to manage or carry on or concur in carrying on the business of the Company as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Charged Property or any part of it;

6.3. to sell (whether by public auction or private contract or otherwise) lease or vary or surrender leases or accept surrenders of leases of, or concur in selling, leasing varying or surrendering leases or accepting surrenders of lease of, all or any part of the Charged Property on such terms and for such consideration

(including a consideration consisting wholly or partly of shares or securities of any other company) as he may think fit;

6.4. to settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Company or the Charged Property or in any way relating to this security, to bring, take defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the above matters, to disclaim, abandon or disregard all or any of the outstanding contracts of the Company and to allow time for payment of any debts either with or without security;

6.5. to give receipts for all money and execute all assurance and things which may be proper or desirable for realising the Charged Property;

6.6. to make calls conditionally or unconditionally on the members of the Company in respect of its uncalled capital with such and the same powers for that purpose of enforcing payment of any calls so made as are by the articles of association of the Company conferred upon the directors of the Company in respect of calls authorised to be made by them in the name of the directors or in that of the Company or otherwise and to the exclusion of the directors' powers in that behalf;

6.7. to make any arrangement or compromise which he shall think expedient in the interest of the Lender

6.8. to do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged property; and

6.9. generally to use the name of the Company in the exercise of all or any of the powers conferred by this debenture

PROVIDED that any such receiver shall in the exercise of his powers, authority and discretions conform to the directions and regulations from time to time given and made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result. No purchaser, mortgagor, mortgagee or other person or company dealing with a receiver appointed by the Lender shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this debenture or as to the propriety or regularity of any sale by or other deals with such receiver but any such sale or dealing shall be deemed to be within the powers conferred by this debenture and be valid and effectual accordingly.

7. Severance of plant and machinery

In the exercise of the powers conferred by this debenture the Lender or any receiver appointed by the Lender may sever and sell plant and machinery and other fixtures separately from the property to which they may be annexed.

8. Application of money received

All money received by any receiver shall be applied by him:

8.1. in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

8.2. in payment to the receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment;

8.3. in or towards satisfaction of the amount owing on this security;

and the surplus (if any) shall be paid to the Company or other persons entitled to it.

9. Powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986

The powers conferred on mortgagees or receivers by the Act or by the Insolvency Act 1986 shall apply to any receiver appointed under this debenture as if such powers were incorporated in this debenture except in so far 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 debenture the terms of this debenture shall prevail.

10. Appointment of attorney

The Company irrevocably and by way of security appoints the Lender and any person nominated in writing under the hand of the Lender including every receiver appointed under this debenture as attorney of the Company 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 and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this debenture or which may be required or deemed proper for any of the purposes of this debenture

11. Indemnity for receiver etc

The Lender and every receiver, attorney, manager, agent or other person appointed by the Lender under this debenture shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or him under this debenture and against all actions proceedings, costs claims and demands in respect of any matter or thing done or omitted in any wise relating to the Charged Property and the Lender and any such receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this debenture.

12. Formal demand and notices

Any demand or notice by the Lender under this debenture shall be in writing signed by the Lender and may be served on the Company by leaving the demand or notice at, or sending it through the post in a prepaid envelope addressed to the Company at the registered or principal office of the Company and a demand or notice so served shall be effective (notwithstanding that it may later be returned or undelivered) at the time it was so left or, as the case may be, at the

expiry of 48 hours after it was posted excluding Saturdays, Sundays and bank or public holidays.

13. Compliance with memorandum and articles of association

It is certified that neither the execution of this debenture nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of the memorandum or articles of association of the Company.

14. Effect of delay or omission by Lender

No delay or omission of the Lender in exercising any right, power or privilege under this debenture shall impair such right, power or privilege or be constructed as a waiver of such right, power or privilege, nor shall any single or partial exercise of any such rights power or privilege preclude any further exercise of them or the exercise of any other right, power or privilege. The rights and remedies of the Lender provided in this debenture are cumulative and not exclusive of any rights or remedies provided by law.

15. Waiver of terms and conditions

The Lender may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Lender any breach or proposed breach by the Company of any of the covenants, conditions, provisions or obligations contained in this debenture without prejudice to the rights of the Lender in respect of any subsequent breach of them.

THE SCHEDULE

All That building plot lying to the rear of 59 Kenilworth Road Knowle Solihull B93 0JQ more fully described in a transfer of portfolio of titles dated the 23rd September 2020 and made between the Lender and the Company.

Executed as a deed by Fisher & Gimson (Builders) Limited acting by a director

In the presence of:

Signature of Director:
(Benjamin Michael Gimson)



Signature of witness:

Name: Roger Squire



Address:
2292 Stratford Road
Hockley Heath
Solihull
B94 6NY



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7708369

Charge code: 0770 836 9 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2020 and created by FISHER & GIMSON (BUILDERS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2020 .

Given at Companies House, Cardiff on 9th October 2020



Companies House



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