



**Registration of a Charge**

Company name: **A J SEALE LIMITED**

Company number: **08722991**



X4YCG3CH

Received for Electronic Filing: **11/01/2016**

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**Details of Charge**

Date of creation: **23/12/2015**

Charge code: **0872 2991 0001**

Persons entitled: **SANTANDER ASSET FINANCE PLC**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED (OR REQUIRED TO BE REGISTERED) IN THE UK IS SUBJECT TO THIS FIXED CHARGE OR FIXED SECURITY. HOWEVER, PLEASE REFER TO THE INSTRUMENT FOR FULL DETAILS OF THE SECURITY CONTAINED THEREIN.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**MARK WARRILOW**



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

Company number: 8722991

Charge code: 0872 2991 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2015 and created by A J SEALE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2016 .

Given at Companies House, Cardiff on 12th 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

Agreement Number

8101478

Dated 23/12/2015

**Santander Asset Finance plc**

**and**

**A J SEALE LIMITED**

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**CHattel MORTGAGE**

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**ADDLESHAW GODDARD**

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This Chattel Mortgage is made on 23/12/2015

**Between**

- (1) A J SEALE LIMITED (No. 08722991) whose registered office is at The Grange, Chilcomb, Winchester, Hampshire, SO21 1HR (**Company**); and
- (2) **Santander Asset Finance plc** (No. 1533123) of 298 Deansgate, Manchester M3 4HH (**Lender**).

**Whereas** the Company is the owner of the Assets and has agreed to assign them with full title guarantee by way of legal mortgage to the Lender.

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Mortgage:

**Assets** means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired) specified in the schedule (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or in or to the same or any part of the same after the Execution Date and, where the context so permits, any part or parts of them

**Default Interest** means the interest payable at the rates and at the times specified in clause 2(d) (Covenant to pay)

**Encumbrance** means any mortgage, charge (fixed or floating), debenture, hypothecation, assignment by way of security, pledge, lien or any other arrangement or agreement which has the effect of creating security or payment priority

**Execution Date** means the date this Mortgage is executed by the Company

**LPA 1925** means the Law of Property Act 1925

**Markings** means labels, plates or markings

**Security Period** means the period beginning on the Execution Date and ending on the date when all sums due to the Lender have been irrevocably and unconditionally repaid in full and the Company has ceased to be under any further, actual or contingent, liability to the Lender under or in connection with this Mortgage

**Receiver** means any one or more receivers managers or administrative receivers appointed pursuant to this Mortgage in respect of the Company or over all or any of the Assets and an administrative receiver shall have (in addition to the powers in clause 6 (Appointment of receiver)) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986

## **1.2 Interpretation**

In this Mortgage:

- (a) words denoting the plural number include the singular and vice versa;
- (b) references to clauses and the schedule are references to clauses of and the schedule to, this Mortgage;
- (c) references to this Mortgage include the recitals and the schedule;
- (d) the headings and contents pages are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Mortgage;
- (e) references to any document are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;
- (f) references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;
- (g) references to the Lender include its successors, transferees and assignees; and
- (h) references to a person shall include an individual, company, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality).

## **2 Covenant to pay**

The Company covenants with the Lender on demand:

- (a) to pay to the Lender the balance from time to time unpaid of all monies now due or after the Execution Date to become due to the Lender by the Company;
- (b) to discharge all liabilities now owing or after the Execution Date to become owing to the Lender by the Company, either actual and/or contingent;
- (c) to pay all commissions, costs, expenses and charges incurred by the Lender in connection with this Mortgage and in claiming or seeking to enforce payment under this Mortgage; and
- (d) to pay interest on such monies both before and after such demand is made or judgment obtained. Interest shall be computed and compounded according to the Lender's usual practice from time to time and at rates in force for the time being for monies owing to the Lender by the Company, from when due to payment.

In each case whether the same monies or liabilities shall be due or owing alone or jointly with any other person, or by any firm in which the Company may be a partner, on overdraft or otherwise and whether as principal or surety.

### **3 Charging clause**

3.1 The Company charges and assigns absolutely and unconditionally to the Lender with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of:

- (a) any and all obligations, guarantees and warranties given by any manufacturer or supplier of the Assets;
- (b) any and all obligations, guarantees and warranties given by any other party in respect of the Assets to or in favour of the Company; and
- (c) the benefit of all maintenance agreements and all copyrights, patents, trade marks and other intellectual property rights relating to the Assets entered into between the Company and any such third party.

3.2 Following the expiry of the Security Period the Lender shall, upon the request and at the cost and expense of the Company, reassign the Assets to the Company, to the extent then still subsisting and capable of reassignment.

### **4 Representations**

The Company represents and warrants to the Lender:

- (a) that it is the absolute legal and beneficial owner of the Assets free from any Encumbrance, (except for any liens arising by operation of law, in the ordinary course of the Company's business); and
- (b) that this Mortgage does not contravene any of the provisions of the Memorandum and Articles of Association of the Company and has been duly authorised and executed.

### **5 Covenants**

The Company covenants with the Lender that, throughout the Security Period, it will:

#### **5.1 Further assurance**

Promptly upon demand by the Lender execute such legal or other mortgages, charges, assignments or securities as the Lender shall require (upon terms and conditions acceptable to the Lender, at the expense of the Company) of and on all the Company's estate and interest in the Assets (including any vendor's lien) to secure all monies and liabilities agreed to be paid or intended to be secured under this Mortgage.

#### **5.2 Documents of title**

Subject to the rights of any prior mortgagee, deposit with the Lender all invoices, documents of title, guarantees, insurance policies, maintenance agreements and ancillary documents relating to the Assets.



### **5.3 Payment**

Punctually pay:

- (a) the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Company; and
- (b) all licence fees, duties, registration charges and all outgoings in respect of the Assets and keep or cause the Assets to be kept from being distrained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Lender or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Lender to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the premises or the Assets and the Company shall repay the same to the Lender on demand, together with Default Interest.

### **5.4 Possession**

Keep the Assets permanently in its sole and exclusive possession at the location specified in the schedule or at such other premises as the Lender shall authorise in writing and shall not in any event take the Assets out of England and Wales.

### **5.5 Identification**

Affix to or engrave upon the Assets such Markings as the Lender shall require and not allow such Markings to be concealed, altered or removed.

### **5.6 Order and permissions**

Produce promptly to the Lender the original of any order, direction, requisition, permission, notice, proceedings, or matter whatsoever affecting or likely to affect the Assets and/or any premises of the Company, served upon the Company by any third party, together with full particulars of such notice. The Company shall promptly, at the its own cost, comply with the same and shall, if so required by the Lender, at the Company's own cost, make or join in making such objections or representations against or in respect of the contents of any such notice as the Lender may deem expedient or desirable.

### **5.7 Power of entry**

Permit the Lender or any person nominated by it to enter on any premises of the Company (a) to inspect the Assets, including any Markings (b) to effect such repairs as the Lender shall consider necessary or desirable and (c) generally to do all such acts as the Lender considers necessary or desirable, in connection with this Mortgage.

### **5.8 Repair**

Keep the Assets in good and substantial repair and condition and in working order and will replace any parts of the Assets as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Company shall carry out such repairs to or replacement of the Assets as the Lender shall consider necessary or desirable.

## **5.9 Value Added Tax**

The Company covenants to pay to the Lender on demand the amount of any Value Added Tax which may be payable in respect of any sums payable by the Company to the Lender under or secured by this Mortgage or pursuant to the exercise by the Lender of any of its rights under this Mortgage and the Company shall pay to the Lender on demand an amount equal to any Value Added Tax or other sums payable or incurred by the Lender under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Mortgage or any transaction secured by this Mortgage or exercising any of its rights under this Mortgage. The Company shall indemnify the Lender against any liability in respect of Value Added Tax.

## **5.10 Indemnity**

Indemnify and hold each of the Lender and any receiver harmless against any and all claims, demands and liabilities howsoever caused relating to or arising out of the design, manufacture, possession, use, operation, redelivery or removal of the Assets including those based upon infringement of any patent or other intellectual property rights.

## **5.11 Yield up**

At any time after the Lender shall have demanded payment of any monies secured by this Mortgage or if the Company defaults in the performance of any of its obligations under this Mortgage allow the Lender, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Assets and for that purpose to enter upon any land or buildings where the Assets are or are reasonably thought to be situated without being liable to the Company for or by reason of such entry.

## **5.12 Insurance**

To insure and keep insured the Assets with such insurer and against such risks (including, without limitation, liability to third parties, loss or damage to property and statutory liability), in such amounts and otherwise upon such terms as the Lender may require. The Company will punctually pay all premiums and other monies necessary for the purpose of such insurance immediately on the same becoming due and will deliver to the Lender the receipt after every such payment. The Company will procure that the interest of the Lender is noted upon all insurance policies or (if the Lender so requires) that the policy is held in the joint names of the Company and the Lender. The Company will apply all monies which may be received by virtue of any such policy either in making good the loss or damage in respect of which the monies may have been received or (if so required by notice given by the Lender not later than 7 days after notice to the Lender of the receipt of such monies and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Mortgage) in discharge or reduction of the monies secured by this Mortgage. If the Company shall at any time make default in keeping up such insurance or delivering any policy or receipt to the Lender in accordance with clause 5.2 the Lender shall be entitled to exercise the powers of insurance against fire conferred by statute on mortgagees and to effect such insurance as the Lender shall consider necessary or desirable and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and,

together with Default Interest thereon, shall be repaid by the Company to the Lender on demand.

**5.13 Use**

Not use or permit the Assets to be used for any purpose for which they are not designed or reasonably suited.

**5.14 Alterations**

Not, without the Lender's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs in accordance with clause 5.8.

**5.15 Disposal**

Not, without the Lender's prior written consent sell, attempt to sell, assign, charge, hire, lease, part with, share possession, dispose of, permit or suffer any distress or execution to be levied upon the Assets.

**5.16 Statutory requirements**

Not, without the Lender's prior written consent, use nor permit the Assets to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relates to or affects the Assets or their user and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

**5.17 Value**

Not, without the Lender's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted.

**5.18 Further encumbrance**

Not, without the Lender's prior written consent, create or permit to subsist or arise any further Encumbrance (other than a lien arising by operation of law in the ordinary course of the Company's business) ranking in priority to or pari passu with this Mortgage upon the Assets or on the interest of the Company in the Assets.

**5.19 Annexure**

Not, without the Lender's prior written consent, annex the Assets to any premises of the Company if the result of such annexure is that the Assets would or might become a fixture or fixtures.

**6 Appointment of receiver**

- 6.1** At any time after the Lender shall have demanded payment or discharge of any monies or liabilities or other sums secured by this Mortgage the Lender may appoint any person to be a

receiver of the Assets and remove (subject, in the case of an administrative receiver, to the sanction of the Court) any receiver so appointed and appoint another in his place and a receiver so appointed shall have power in the name of or on behalf and at the cost of the Company or at his option (but only with the prior written consent of the Lender) in the name of the Lender or at his option in his own name (and in any case notwithstanding the liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Assets and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power:

- (a) to take possession of or collect and get in the Assets and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient and for that purpose to enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence);
- (b) to raise or borrow any monies that may be required upon the security of the Assets;
- (c) forthwith and without the restriction imposed by either section 103 or section 93 LPA 1925 to sell, convert into money and realise all or any part of Assets by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- (d) to make any arrangements or compromise which he shall think expedient;
- (e) to make and effect all repairs, renewals and any improvements of the Assets as he may determine;
- (f) and to maintain or renew all insurances;
- (g) to appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine;
- (h) to lease, let on hire purchase, store, alter or improve all or any part of the Assets for such term and at such rent and on such other terms as he may think proper and accept a surrender of any lease or tenancy thereof;
- (i) to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets;
- (j) to use the name of the Company for all or any of the purposes and in any legal proceedings with full power to convey any property sold in the name of the Company; and
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of these matters or powers and which he lawfully may or can do as agent for the Company.

6.2 A receiver or receivers so appointed shall be entitled to charge such amount for his remuneration as shall be agreed between such receiver and the Lender.

6.3 All monies received by such receiver shall be applied:

- (a) first in payment of his remuneration and the costs of realisation;
- (b) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 LPA 1925 and for the purposes aforesaid; and
- (c) thirdly in or towards satisfaction of the monies secured by this Mortgage and all the foregoing provisions shall take effect as and by way of variation and extensions of the provisions of sections 99 to 109 inclusive LPA 1925 which provisions so varied and extended shall be regarded as incorporated in this Mortgage.

Any receiver so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and remuneration.

## **7 Lender authorised to execute documents**

The Company hereby irrevocably appoints the Lender and any receiver appointed by the Lender under the Mortgage to be its attorney for it and in its name and on its behalf and as its act, deed or otherwise to sign, seal and deliver and otherwise perfect any such legal or formal mortgage as aforesaid or any deed, assurance or act which may be required or may be deemed proper on any sale, lease or disposition by the Lender or by such receiver of the Assets under any power of sale, leasing or other applicable disposition thereto.

## **8 Other charges**

Subject to clause 5.18 (Further encumbrance), if the Company creates a mortgage or charge (whether specific or floating) in relation to the Assets or any mortgage or charge (whether legal or equitable) on any premises of the Company, the Company shall promptly notify the Lender of the same and if requested so by the Lender shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the Assets or any premises of the Company a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Assets.

## **9 Notices**

- 9.1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter post to the registered office of the Company or the address of the Company last known to the Lender.
- 9.2 Any notice by the Company shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter to the registered office of the Lender.
- 9.3 Any such notice or demand shall be deemed to have been served on the:
  - (a) at the time of delivery if sent by hand;
  - (b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is

scheduled to be made, at 10.00 am on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post.

9.4 Each communication to be made under this Mortgage shall be made in writing.

**10 Notice by Company to discharge the security**

The Company may at any time give to the Lender 7 days' notice in writing of its intention to discharge this Mortgage and immediately upon expiration of such notice all monies secured by this Mortgage shall become payable.

**11 Continuing security**

This Mortgage shall be a continuing security and shall extend to cover the ultimate balance due from the Company to the Lender notwithstanding there may have been from time to time or at any time a balance to the credit of the Company on any account between the Company and the Lender or any other matter or thing whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Lender including (without prejudice to the generality of the foregoing) any charge, deposit, guarantee, indemnity, lien, set off or any other form of security whatsoever and no assurance, security or payment which may be avoided under any enactments relating to liquidation and no release settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect the rights of the Lender against the Company under this Mortgage.

**12 Company's account may be closed on notice of second charge**

12.1 If the Lender shall receive notice actual or constructive:

- (a) that the Company has, whether with or without the consent of the Lender, encumbered or (other than in the ordinary course of trading) disposed of any interest in the Assets; or
- (b) of any other matter being inconsistent with the provisions of this Mortgage and affecting the property and Assets,

the Lender shall be entitled to close any account of the Company and to open a new account in its name and if the Lender does not in fact close such account and open such new account it shall nevertheless be deemed to have done so and all monies paid to the credit of such closed account shall be placed or deemed to have been placed to the credit of such new account so opened or deemed to have been opened and no such monies shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on such account so closed but this provision shall not prejudice any security which apart from this provision the Lender would have had for the discharge by the Company of monies borrowed and liabilities incurred after that time.

12.2 The Lender shall have in addition to any general lien or similar right to which it may be entitled by law the right at any time and from time to time, either with or without notice to the Company, (as well before as after any demand under this Mortgage or otherwise) to combine or consolidate all or any of the then existing accounts with and liabilities to the Lender of the

Company and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respect, whether such liabilities be actual, contingent, primary, collateral, several or joint.

### **13 Retention of security**

The Lender shall be entitled to retain this security (including any documents relating to this Mortgage or deposited or held under this Mortgage) for a period of 25 months after the expiry of the Security Period notwithstanding any release, settlement, discharge or arrangement given or made by the Lender provided that if at any time within the period of 2 years after the expiry of the Security Period:

- (a) an administration order shall be made in relation to the Company; or
- (b) a petition shall be presented to a competent Court for an order for the winding up of the Company; or
- (c) the Company shall commence to be wound up voluntarily,

the Lender shall be at liberty to continue to retain such security or any part (including any documents aforesaid) for and during such further period as the Lender in its absolute discretion may determine in which event such security shall be deemed to have continued at all times to have been held by the Lender as security for the payment and discharge to the Lender of all or any monies and liabilities and other sums secured by this Mortgage or which shall or may become due and owing to the Lender either by virtue of the provisions hereof or as a consequence of any order made under or by virtue of sections 238 to 243 (inclusive) Insolvency Act 1986.

### **14 Contracts (Rights of Third Parties) Act 1999**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) 1999 by any persons not a party to it. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

### **15 Performance**

The Company shall remain liable to perform all the obligations assumed by it in relation to the Assets. The Lender shall be under no obligation of any kind in respect thereof nor under any liability in the event of any failure by the Company to perform, or breach by the Company of, any of those obligations.

### **16 English law**

This Mortgage shall be governed by and construed in accordance with English law.

**Executed as a deed** by the parties or their duly authorised representatives on the date of this Mortgage.

## The Schedule

## The Assets

Asset	Serial Number	Location
Valtra T213V FL Tractor	YK5T213VOES169033 HX64FXF	Various
Valtra T183V FL Tractor	YK5T183V0ES174008 HX64FXG	
Valtra T193H FL Tractor	YK5T193HOES169002 HX64FWW	
Valtra N163V Tractor	YK5N163V0ES160014	



Executed as a deed by  
**A J SEALE LIMITED**  
acting by a director in the presence of

)  
)  
)

Director

A SEALE

Name

P. M. Keen

Signature of witness

Name PAULINE KEEN

Address WILLOWBROOK

ALRESBORO SO24 9EZ

Signed by  
duly authorised for and on behalf of  
**Santander Asset Finance plc**

)  
)  
)

J POREY