

010480 113

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

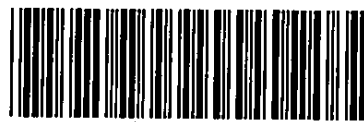
A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the
Please go to www.companieshouse.gov.uk

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

☐ **What this form is for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02

MONDAY



A36

A3MAIVVE

08/12/2014

#52

COMPANIES HOUSE

Please

ov uk

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 0 8 8 6 7 7 4 3

Company name in full A H CATERING LTD

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 2 7 1 1 2 0 1 4

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 H E MANNING LIMITED

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

MR01

Particulars of a charge

4

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

Brief description

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

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

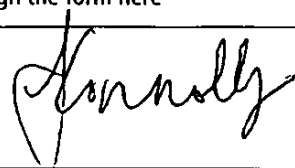
Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

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 **Joanna Connolly**

Company name **H E Manning Limited**

Address **77 Kempston Street**

Post town **Liverpool**

County/Region **Merseyside**

Postcode **L 3 8 H E**

Country **UK**

DX

Telephone **0151 298 3452**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8867743

Charge code: 0886 7743 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2014 and created by A H CATERING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2014

Given at Companies House, Cardiff on 12th December 2014



Companies House



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

I certify that this is a true
copy of the original

Page 1 of 4


Joanna Connolly
Solicitor of the Senior Courts

Bill of Sale

This Bill of Sale made this 25th day of November 2014 between H. E Manning Limited of 77 Kempton Street, Liverpool L3 8HE ("the Lender") and A H Catering Ltd of 183-185 County Road, Walton, Liverpool, L4 5PB ("The Borrower") witnesses that in consideration of the sum of £ 6,500 ("the principal sum") now paid to the Borrower by the Lender, receipt of which the Borrower acknowledges, the Borrower assigns to the Lender, his executives administrators and assigns, the motor Vehicle(s) described in the schedule hereto ("the Vehicle") by way of security for the payment of the sums due in accordance with the Fixed Sum Loan regulated by the Consumer Credit Act 1974 ("The Loan") entered into between the Lender and the Borrower

And the Borrower further agrees and declares as follows

1 Payment

- 1.1 That he will pay to the Lender on due date the sums due in accordance with the terms of The Loan

2 Insurance

- 2.1 The Borrower shall at all times during the continuance of this security keep the Vehicle comprehensively insured against loss or damage with a reputable insurer, will pay all premiums necessary to effect and keep up such insurance, and will upon written demand sent to the Lender's last known address produce and (if required) deliver to the Lender the policy or policies of such insurance and the receipt for every such payment, in default of any or all of which at any time, the Lender shall be entitled (but not obliged) to insure and keep insured the Vehicle in the amount of the principal sum or such lesser sum as the Lender deems sufficient
- 2.2 The costs and expenses incurred by the Lender for this purpose, together with interest on them at the rate of interest under The Loan shall, on demand, be repaid to him by the Borrower and until such repayment shall be a charge upon the Vehicle.

3 Rent and receipts

- 3.1 The Borrower shall at all times during the continuance of this security pay the rent, rates and taxes in respect of the premises upon or in which the Vehicle may be for the time being and will keep the Vehicle from being distrained for rent, rates or taxes or from being taken under any execution,
- 3.2 The Borrower will upon written demand sent by post to the Borrower's last known address produce to the Lender or his authorised agents the receipts for such rent, rates and taxes
- 3.3 The Lender shall be entitled (but not obliged) to pay and discharge all rent, rates, taxes assessments and outgoings that at any time during the subsistence of the security may be or become due, assessed or payable in respect of the premises upon or in which for the time being the Vehicle may be All the costs and expenses thereby incurred by the Lender, together with interest on them at The Loan rate shall be repaid to him by the Borrower on demand, and until such repayment shall be a charge upon the Vehicle

4 Not to allow execution upon the Vehicle

- 4 1 The Borrower shall not permit or suffer any distress or execution to be levied upon the Vehicle or become bankrupt

5 Repair and replacement of chattels

- 5 1. The Borrower shall keep the Vehicle in good and substantial repair and roadworthy condition and serviced in accordance with its manufacturer's recommendations
- 5 2 The Borrower will keep the Vehicle safely garaged, and will not part with possession of it, will not use it for any unlawful purpose and will inform the Lender by notice in writing of any change in his address or the address where the Vehicle is kept immediately such change takes place.
- 5 3 The Borrower shall ensure that there is a valid Ministry of Transport Test Certificate in respect of the Vehicle at all times
- 5 4 the Borrower shall not, without the prior written consent of the Lender, remove or permit the removal of the Vehicle from the United Kingdom
- 5 5 The Lender shall be entitled (but not obliged) from time to time, and at all reasonable times during the continuance of this security, to enter on the premises where the Vehicle may for the time being be and to view and inspect the Vehicle

6 Seizure

6 1 If the Borrower

- 6 1 1 defaults in payment of any sum due under The Loan, or
- 6 1 2 defaults in the performance of any covenant or agreement contained herein and necessary for maintaining the security, or
- 6 1 3 if he shall do or suffer any manner of thing whereby he shall become a bankrupt or shall suffer the Vehicle to be distrained for rent, rates or taxes or
- 6.1.4 if he shall not, without reasonable excuse. upon demand in writing by the Lender produce to the Lender the last receipt for rent rates or taxes, or
- 6 1 5 if execution shall, during the continuance of this security, have been levied against the Vehicle of the Borrower under any judgment at law, then and only in any such case it shall be lawful for the Lender, its servants or agents, without previous notice to the Borrower, to seize and take possession of the Vehicle from the property of the Borrower or from any public place, and to use reasonable and proportionate measures to seize and take possession of the Vehicle from any other place

7 Seizure and sale

- 7 1 If the Lender becomes entitled to seize the Vehicle and wishes to do so, the Lender will notify you, before doing so, by sending you the appropriate Default Notice in respect of The Loan indicating its intention to seize the Vehicle and, once the period has expired during which you can remedy any breach, the Lender and its agents may enter and remain on any premises

owned by the Borrower where the Vehicle may be and if necessary break open doors and windows in order to obtain admission and take possession of the Vehicle and take it away

7 2 For the avoidance of doubt nothing in this agreement shall permit the Lender by itself its servants or agents to break into the residential part of any premises owned by the Borrower but the residential parts shall exclude any garages, outbuildings, gardens or pathways at or adjacent to the Borrower's premises

7 3 After the expiration of 5 clear days from the day of seizure the Lender may sell the Vehicle by public auction or private contract on or off the premises and retain out of the proceeds of sale, the expenses of the sale and so much of the Principal Sum as may then remain unpaid and the interest then due and all costs and expenses the Lender may have incurred together with all payments he may have made pursuant to clauses 2 and 3 above, and the surplus (if any) shall be paid to the Borrower

8 Proceeds of sale

8 1 The Lender shall be entitled out of the proceeds of any such sale to retain the Principal Sum or so much of it as may remain unpaid and the interest then due under The Loan together with the sum charged upon the chattels under clauses 2 and 3 above and all other costs, charges payments and expenses incurred made or sustained in

8.1 1 entering upon the premises,

8 1 2 discharging any distress execution or other encumbrance on the Vehicle,

8 1 3 seizing, taking, retaining and keeping possession of the Vehicle,

8 1 4 effecting the carriage removal warehousing valuing or sale including the cost of inventories catalogues and advertising of the Vehicle and

8 1 5 maintaining and defending his rights to and in respect of the Vehicle.

8 2 After payment of such principal money and interest and such costs charges payments expenses and encumbrances as described above the Lender shall pay over the surplus (if any) of the proceeds of such sale to the Borrower

9 Defeasance of security on satisfaction

9.1 Upon payment by the Borrower of the sums due under The Loan and the sums costs charges payments and expenses specified in clause 6 or 7 above this security shall be void

10 Further assurances

10 1 The Borrower and every other person claiming by or through the Borrower any interest in the Vehicle will at all times at the cost of the Borrower execute and do all such assurances and things as may be lawfully required by the Lender for further and better assuring the Vehicle to the Lender and for enabling him to obtain possession of it

PROVIDED ALWAYS that the Vehicle assigned shall not be liable to seizure or to be taken possession of by the Lender for any cause other than those specified in Section 7 of the Bills of Sale Act (1878) Amendment Act 1882

THE SCHEDULE

Vehicle Make: BMW

Vehicle Model, 320D SE

Vehicle Registration Number N14 JPF

VIN Number WBAVC32040VH13465

Insurers of the Vehicle

Policy/Cover Note Number

Eldon Insurance Services Ltd
GSPC70302707083

In witness hereof this Bill of Sale has been executed as a deed by the Borrower the day and year first above written

Executed as a deed by the Borrower

Borrower's signature

A.H. Gauriel
Director

In the presence of

Witness Signature

JOHANNA GANNOLY

Witness Printed Name

JOHANNA GANNOLY

Witness address

77 KEMPSTON STREET

LIVERPOOL

L3 8HE

Witness Occupation

SOLICITOR

Loan agreement

01 Not regulated by the Consumer Credit Act

Original - White

Copy - Pink

Agreement No COCO/52

This loan Agreement is made between

The Lender H E MANNING LTD Co Reg No _____
Name and Address 77 KEMPSON STREET, LIVERPOOL L3 8HE

Telephone No _____ Fax No _____

The Borrower A H CATERING LTD Date of birth _____
Full names and titlesAddress 183 - 185 COUNTRY ROAD
WALTON Post Code L45PB

Telephone No _____ *Fax No _____ *E-mail _____

This information will be used for marketing purposes

whereby the Lender agrees to lend the money shown below to the Borrower on the terms set out in the Schedule and overleaf

SCHEDULE

Loan and Payment Details	£	p	Interest Charges - Variable Rate
Amount of Loan	6500	=	The borrower opts to pay variable rate interest at _____% above Finance House Base Rate or the Minimum Rate of _____% per annum, whichever is greater, to be (a) * invoiced quarterly (Clause 2 2 1) or (b) * included as an estimated amount in the instalments and adjusted annually (Clause 2 2 2) * Delete inapplicable method If charged as (b) above the estimated constant Finance House Base Rate is _____% Signature(s) of Borrower(s) (if more than one, all to sign)
Add Interest† <u>Document fee</u>	15	=	
= Total Amount Payable†	8190	=	
Payable by <u>103</u> monthly/quarterly/weekly, payments of	78	50	
commencing on <u>2/12/14</u>			
with a final payment, one month/quarter† later of*	104	50	
Notes for above † Delete if variable rate interest is to be invoiced quarterly ‡ Delete inapplicable alternative * Delete whole phrase if not required			

The Borrower requests the Lender to pay the loan to (delete if loan to be paid to the Borrower)

Name TRACEGREEN FINANCE LTD
Address 77 KEMPSON STREET, LIVERPOOL, L3 8HE**DECLARATION BY BORROWER**

I/we declare and warrant that the information given above and in the Application for Loan is correct and I understand that in considering whether to accept this Agreement the Lenders will have relied on the truth of that information. I/we have read the terms overleaf

Signature of Borrower AH GervelPosition Director
(Director Proprietor Partner etc)Signature of Borrower _____
(if more than one borrower all to sign)

Position _____

Acceptance by Lender

Signature Kennedy Date 27/11/14**IMPORTANT USE OF YOUR INFORMATION**

You have a right to know how we will use your personal information. It is important that you read the "Use of Your Information" Notice (overleaf) **before** you sign since by signing you are agreeing to this use and disclosure of your information. We may

- send you useful information about ours and other businesses products and services,
- pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services,

You may at any time stop us doing so. **To stop us, tick this box ☐ or write to us**

We and other businesses may contact you by telephone or e-mail to offer you other products and services. **To stop us, tick this box ☐ or write to us**

If you are willing to be contacted by automated calling system or personal fax, tick this box ☐

Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Read the "Use of Associated Records" **before** you sign

OSL 1 Payment

10/01

The Borrower agrees to repay the loan and interest by the payments and by the dates specified in the Schedule set out overleaf ('the Schedule'). Payment must be made to the Lender at the address shown overleaf or to any person or address notified by the Lender in writing. Punctual payment is essential. If payment is made by post it is sent at the Borrowers risk. Monthly payments are payable on the same day of each successive month following the first payment and quarterly payments are payable on the same day of each successive third month following the first payment.

2 Variable Rate Interest Charges

2.1 The Borrower may opt to pay variable rate interest charges as set out in the Schedule by signing in the box set out in the Schedule marked 'Interest Charges - Variable Rate' and by deleting the method of calculating interest set out in the box which is inapplicable.

2.2.1 Where the Borrower opts to pay variable rate interest to be invoiced quarterly, the interest will be calculated by applying the rate shown in the Schedule to the balance outstanding at the beginning of each three monthly period commencing on the date of acceptance by the Lender shown overleaf. The interest shall be deemed to accrue from day to day and shall be invoiced to the Borrower quarterly. The Borrower shall pay the said interest within 10 days of invoice date. Punctual payment is essential.

2.2.2 Where the Borrower opts to pay variable rate interest on the basis that an estimated amount of interest is included in the instalments and adjusted annually then, after the end of each 12 month period of this Agreement, and upon expiry, termination or early settlement of this Agreement, the Lender shall recalculate the interest charges for the preceding period on the basis of the Finance House Base Rate prevailing from day to day during the period or periods in question or if greater the Minimum Rate shown in the Schedule. Any resultant interest exceeding the proportionate part of the interest specified in the Schedule shall be paid by the Borrower within ten days of the date of a demand for the excess made by the Lender (punctual payment is essential) and any deficiency shall be credited to the Borrower.

3 Late Payment

3.1 The Borrower shall pay interest on all sums not paid by the due date (including any sum due under clause 4) at a rate equal to the annual percentage rate represented by the fixed interest charge or where the Borrower elects to pay variable rate interest, the rate of such interest applicable on each day that the sum is in arrears. This interest shall accrue from day to day and run after as well as before any judgment.

3.2 Failure to pay any sum due under this Agreement, whether it be a repayment of principal, interest or both, within 10 days of its due date shall be deemed to be a repudiation of this Agreement by the Borrower.

3.3 The Lender may charge the Borrower for all expenses (including all legal costs) incurred in obtaining payment of any sum overdue and enforcing its rights under this Agreement.

4 Right to Demand Earlier Payment

4.1 If any of the following events occur

4.1.1 any amount payable by the Borrower is overdue for more than 10 days

4.1.2 any statement made by or on behalf of the Borrower or any guarantor or indemnifier in the course of obtaining this loan is found to be untrue,

4.1.3 the Borrower has an interim or bankruptcy order made against him or is in receipt of a creditor's statutory demand under the Insolvency Act 1986 or the Bankruptcy (Scotland) Act 1985,

4.1.4 the Borrower makes a formal composition or scheme of arrangement with the creditors of the Borrower or calls a meeting of them

4.1.5 the Borrower being a company allows a receiver manager or administrator to be appointed over all or part of its assets or a winding up petition to be presented or a resolution to be passed for its winding-up (other than for the purpose of reorganisation),

4.1.6 the Borrower suffers execution to be levied against, or in Scotland

permits a poinding or arrestment of any of the assets or income of the Borrower,

4.1.7 the Borrower dies, or

4.1.8 any step is taken or threatened to levy distress or distrant or any legal diligence is executed upon the property in the possession of the Borrower for rent or taxes or in Scotland steps are taken by the Borrower's landlord for sequestration of rent,

the Lender shall have the right by written notice to demand immediate payment of all principal and accrued interest plus by way of liquidated damages a further sum of three months interest at the rate described in clause 3.1 applicable on the date of the notice.

5 Earlier Payment by the Borrower

The Borrower may pay all sums due under this Agreement before the date on which final payment is due and may be entitled to a rebate of any charges not yet accrued in accordance with the policy of the Lender. Where variable rate interest is charged under clause 2 the Lender shall be entitled to charge two months additional interest at the rate applicable on the date of payment when calculating the final amount due from the Borrower.

6 Payment to a Third Party

The Lender may at the Borrower's written request pay the monies advanced under this Agreement to a third party. The Lender shall not incur any obligation in respect of any claim by the Borrower against such third party.

7 General Provisions

7.1 No relaxation or indulgence which the Lender may extend to the Borrower shall affect or prejudice the Lender's strict rights under this Agreement.

7.2 The Lender may at anytime assign, transfer or charge or deal in any other manner with this Agreement or any of its rights under it. Any reference to the Lender in this Agreement shall include the Lenders successors and assignees.

7.3 The Borrower must notify the Lender in writing within seven days of any change of the Borrower's address and, if he fails to do so, shall be liable to repay the Lender's reasonable costs in finding the Borrower's new address.

7.4 Where two or more persons are named as the Borrower their liabilities under this Agreement shall be joint and several. The Lender's rights under clause 4.1.7 shall only be exercisable on the death of the last of them to die.

7.5 'Finance House Base Rate' means Finance House Base Rate as published from time to time.

7.6 The rights and obligations of the Borrower under this Agreement may not be assigned or transferred.

7.7 This Agreement shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

7.8 Any notice, notification, demand or invoice under this Agreement may be given or served by delivering or sending the same (a) by first class post, fax or telex to the Borrower at the Borrower's address or fax number set out in the Schedule (or as the Borrower notifies the Lender) or at the Borrower's last address or fax number known to the Lender, or (b) by first class post to the Lender at the address to which payment must be made in accordance with clause 1 and such notice, notification, demand or invoice shall be deemed to have been received, in the case of a telex message or letter on the second day following the date of sending or posting, and in the case of fax on despatch.

7.9 Nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party or a permitted assignee or transferee of a party to this Agreement.

7.10 No variation of this Agreement shall be valid unless it is in writing and signed by the Lender.

8 Commencement of Agreement

This Agreement shall only become binding on the Lender upon acceptance by signature on its behalf and shall be made on the date when it is so signed.

USE OF YOUR INFORMATION

In considering whether to enter into this Agreement, we will search your record at credit reference agencies. They will add, to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies details of your Agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services such as insurance for you and any associated person,
- trace debtors, recover debts, prevent or detect money laundering and fraud and to manage your account(s).

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded.

Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims, for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes.

Please telephone or write to us at the telephone number / address stated overleaf if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee may be payable.

USE OF ASSOCIATED RECORDS

We may before entering into this Agreement search records at credit reference agencies which may be linked to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of any application or this agreement you may be treated as financially linked and you will be assessed with reference to "associated" records.

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an "association" will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the credit reference agency.