



Registration of a Charge

Company name: **CLEE HILL PLANT LIMITED**

Company number: **00839629**



X5CGQPMJ

Received for Electronic Filing: **01/08/2016**

Details of Charge

Date of creation: **26/07/2016**

Charge code: **0083 9629 0029**

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.

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 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:

SEAMUS QUIGLEY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 839629

Charge code: 0083 9629 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2016 and created by CLEE HILL PLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2016 .

Given at Companies House, Cardiff on 2nd August 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

8103539

Dated 26/7/16

Santander Asset Finance plc

and

Clee Hill Plant Ltd

CHattel MORTGAGE

Contents

Clause	Page
1 Definitions and interpretation.....	1
2 Covenant to pay	2
3 Charging clause.....	3
4 Representations	3
5 Covenants	3
6 Appointment of receiver	6
7 Lender authorised to execute documents	8
8 Other charges.....	8
9 Notices.....	8
10 Notice by Company to discharge the security.....	9
11 Continuing security	9
12 Company's account may be closed on notice of second charge	9
13 Retention of security.....	10
14 Contracts (Rights of Third Parties) Act 1999.....	10
15 Performance	10
16 English law	10
The Schedule	
The Assets.....	11

This Chattel Mortgage is made on 26/7/16

Between

- (1) Clee Hill Plant Ltd (No. 00839629) whose registered office is at Mansfield Road, Hasland, Chesterfield, Derbyshire, S41 0JW (**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,

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


Description	Registration Number	Chassis / Serial Number
Bomag BW 151 AD-5		101921011048
Bomag BW 219 DH-4i (E26, S21, E66)		101585021050
Bomag BW 135 AD-5 Tandem Roller		101650321296
Bomag BW 135 AD-5 Tandem Roller		101650321293
Bomag BW 135 AD-5 Tandem Roller		101650321294
Bomag 213 DH-4i Single Drum Roller		101585261089
Bomag BW 141 AD-5 Tandem Roller		101921001032
Bomag BW 177 DH-5 Complete with Shell Kit Single Drum Roller		101586041078
Bomag BW 135 AD-5 Tandem Roller		101650321275
Bomag BW 135 AD-5 Tandem Roller		101650321290
Bomag BW 100 ADM-5 Tandem Roller		101462031663
Chipsreader 14' Lombardini		14CE0615129
Ford Transit Van (2015) 330 L1 Base/STY	YS15HZC	WF0YXXTTGYFK88092
Ford Transit Van (2015) 330 L1 Base/STY	YS15JKZ	WF0YXXTTGYFK88091
Bobcat S550 Skidsteer c/w High Flow, Air Conditioning, Standard Controls, Reverse Alarm, Beacon and Water Kit		AZN911237
Special Apps Front Door		N/A
18" Fast Cut Planer		AKS202429
72" Combination Bucket		N/A
77" Sweeper Collector		N/A
2 x Nozzle Kits		N/A
Bobcat S70 Skid Steer Loader c/w Solid Tyres, Beacon, 2 no 44" 4 in 1 Combination Buckets		B38W11489
Bobcat S70 Skid Steer Loader c/w Solid Tyres, Beacon, 2 no 44" 4 in 1 Combination Buckets		B38W11563

Executed as a deed by
Clee Hill Plant Ltd
acting by a director in the presence of

)
)
)
Director

 *
David Hargreaves

Name


* 
Signature of witness

Name AILEEN WHELAN

Address 22 NEW QUEEN STREET

CHERTONFIELD SUITET

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

)
)
)

J PERRY