



Registration of a Charge

Company name: **W.L.WEST & SONS LIMITED**

Company number: **00577291**



X9G3MEJ5

Received for Electronic Filing: **20/10/2020**

Details of Charge

Date of creation: **20/10/2020**

Charge code: **0057 7291 0020**

Persons entitled: **ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BERMANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 577291

Charge code: 0057 7291 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2020 and created by W.L.WEST & SONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2020 .

Given at Companies House, Cardiff on 21st October 2020

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



Companies House



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

Dated 20 October

2020

W.L. WEST & SONS LIMITED

and

ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED

CHattel MORTGAGE

BERMANS

3rd Floor
One King Street
Manchester
M2 6AW

THIS CHATTEL MORTGAGE is made on 20 October.

2020

BETWEEN:

- (1) **W.L. WEST & SONS LIMITED** incorporated and registered in England and Wales with company number 00577291 whose registered office is at Selham, Petworth, West Sussex, GU28 0PJ ("the Company"); and
- (2) **ARBUTHNOT COMMERCIAL ASSET BASED LENDING LIMITED** incorporated and registered in England and Wales with company number 10915339 whose registered office is at Arbuthnot House, 7 Wilson Street, London, England, EC2M 2SN ("Arbuthnot").

each a party and together the parties.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

In this Chattel Mortgage unless the context otherwise requires:

| | |
|---------------------|---|
| "the Chattels" | means the items referred to in the Schedule to this Chattel Mortgage, together with all additions, alterations, substitutions, replacements, renewals or modifications of or to those assets from time to time, or where the context requires any one or more of them and every interest in them or in the proceeds of sale of them which the Company may charge at law or in equity; |
| "Finance Agreement" | means the facility agreement dated 7 February 2019 entered into by the Company and Arbuthnot as amended or varied from time to time in writing between the parties; |
| "Secured Sums" | means all money and liabilities which shall now or at any time hereafter be due owing or incurred to Arbuthnot by the Company however so arising whether present or future actually or contingently and whether solely or jointly with any other person and whether as principal or surety including all sums due to Arbuthnot under the Finance Agreement and any other sums becoming due under this Chattel Mortgage; |
| "the Company" | shall where the context so admits include all the persons for the time being entitled to redeem this security; and |
| "Arbuthnot" | shall where the context so admits include its successors in title and assigns. |

2. PAYMENT OF SECURED SUMS

The Company covenants with Arbuthnot that as and when the Secured Sums or any part of them are due for payment or upon written demand by Arbuthnot the Company shall pay to Arbuthnot the Secured Sums or as the case may be the part of them due to be paid.

3. LEGAL CHARGE

The Company with full title guarantee assigns the Chattels to Arbuthnot as security for the Secured Sums.

4. RECONVEYANCE

If the Company shall pay the Secured Sums to Arbuthnot in full Arbuthnot shall at the request and cost of the Company reassign the Chattels or such of them as are then held by Arbuthnot to the Company or as it directs.

5. USE AND CARE OF CHATTELS

The Company shall keep the Chattels in its own custody and control and in good and substantial order and repair and shall be responsible for all risks (damage by fire included) and shall not remove the Chattels from their present address or other permitted address without Arbuthnot's written consent such as consent not to be unreasonably withheld. The Company shall not use the Chattels or permit them to be used contrary to any statute or regulations for the time being in force.

6. INSURANCE

The Company shall keep the Chattels insured against fire and such other risks as Arbuthnot from time to time in writing directs for its full reinstatement value for the time being in some insurance office approved in writing by Arbuthnot in the joint names of Arbuthnot and the Company and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to Arbuthnot the policy of insurance and the receipt for any premium payable in respect of it.

7. ACCESS

- 7.1 The Company shall duly and punctually pay all rent, taxes and outgoings payable by the Company in respect of the premises where the Chattels are installed or located and protect Arbuthnot against any distress, execution or seizure of the Chattels and compensate Arbuthnot in full on demand for all losses and expenses incurred by it in respect of them.
- 7.2 The Company shall permit Arbuthnot at all reasonable times on reasonable notice to have access to the Chattels and any property where it is for the purposes of inspecting, repairing or repossessing them.

8. FREEDOM FROM CLAIMS

The Company shall:

- 8.1 keep Arbuthnot informed in writing where the Chattels are located;
- 8.2 ensure that the Chattels do not become a fixture to any property in which they are placed;
- 8.3 ensure that the Chattels do not become subject to any charge or other encumbrance;
- 8.4 ensure that all persons having any interest in any property in which the Chattels are placed consent to Arbuthnot's right of access to the Chattels; and
- 8.5 obtain and give to Arbuthnot written waivers by all persons having any interest in any property in which the Chattels are located.

9. POWER OF SALE

If the Secured Sums are not repaid to Arbuthnot on demand or are not paid on the due date Arbuthnot may at any time without giving notice to the Company sell or deal in any other way with the Chattels or any of them and apply the proceeds of sale:

- 9.1 firstly in payment of the costs of the sale;

- 9.2 secondly in the payment of any cost incurred by it in connection with the Chattel Mortgage by Arbuthnot of the Chattels;
- 9.3 thirdly in the repayment to it of the Secured Sum or the balance of it remaining unpaid; and
- 9.4 finally any balance shall be paid to the Company.

10. COMPANY'S DEFAULT

- 10.1 If the Company fails to perform or observe any of its obligations under this Chattel Mortgage Arbuthnot shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Company's default.
- 10.2 All money paid by Arbuthnot in the exercise of its rights under this deed shall be money properly paid by it and the Company shall pay them to Arbuthnot on demand.

11. POWER OF ATTORNEY

The Company irrevocably and by way of security appoints each of them Arbuthnot and any person nominated for the purpose by Arbuthnot in writing under hand by an officer of Arbuthnot severally as attorney of the Company for the Company and in its name on its behalf an as its act and deed to execute seal and deliver and otherwise perfect and to any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertaking and provisions contained in this Chattel Mortgage or which may required or deemed proper in the exercise of any rights or powers under this Chattel Mortgage or otherwise for any of the purposes of this security and the Company covenants with Arbuthnot to ratify and confirm all acts or things made done or executed by such attorney as specified above.

12. CONTINUING SECURITY

This security shall be a continuing security to Arbuthnot and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages charges securities liens remedies or guarantees whatsoever which may now or at any time subsequently be held for in respect of the Secured Sums.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

SCHEDULE - The Chattels

Horizontal Band Saw HTZ 1400 SP Extreme 2 (Serial Number: 1686)

IN WITNESS whereof this Deed was executed as a deed by the parties hereto the day and year first above written

EXECUTED AND DELIVERED as a deed by ARBUTHNOT
COMMERCIAL ASSET BASED LENDING LIMITED acting
by two directors

.....
(Director signature)

.....
(Director signature)

EXECUTED AND DELIVERED as a deed by

W.L. WEST & SONS LIMITED acting by director

Dave West Dave West in the presence of:

.....
(Director signature)

Witness Signature [Signature]

Full Name CHARLOTTE HAZEL

Address 25 MANOR FARM COTTAGES

TREYFORD, MUDHURST,

GUZGULE

Occupation COMPANY ACCOUNTANT