

002347/23.

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

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be 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 for**  
You may not use this form to register a charge without an instrument. Use for

WEDNESDAY



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23/05/2018

#315

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** 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.

on back



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 7 6 3 1 8 9 2

Company name in full Black Cat Commercial Services Limited



For official use

**Filing 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 d 1 d 8 m 0 m 5 y 2 y 0 y 1 y 8

### 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 Shawbrook Bank Ltd

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.

MRO1

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** <sup>1</sup>

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.

<sup>1</sup> 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.

# MRO1

## 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 **Lesley McGrath**

Company name **Shawbrook Bank Ltd**

Address **8 Nelson Mandela Place**

Post town **Glasgow**

County/Region

Postcode **G 2 1 B T**

Country

DX

Telephone **0141 354 4904**

### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 7631892

Charge code: 0763 1892 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2018 and created by BLACK CAT COMMERCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2018.

P

Given at Companies House, Cardiff on 30th May 2018



**Companies House**



DATED 18<sup>th</sup> May

Year 2018

**Black Cat Commercial Services Limited**

and

**Shawbrook Bank Limited**

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**LEGAL CHARGE**

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**This Deed** is made the 18th day of May Year 2018

**Between:**

1. Black Cat Commercial Services Limited (Registration No: 07631892 whose registered office is at Spring Cottage, Capel Road, Rusper, Horsham, West Sussex, RH12 4PZ ("the Operator"); and
2. **Shawbrook Bank Limited** (Registration No: 388466) whose registered office is at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex, CM13 3BE ("the Owner").

**BACKGROUND:**

1. The Operator and the Owner have entered into the one or more agreements, and may enter into further such agreements, either for the hire or for the hire-purchase of the Goods to the Operator by the Owner;
2. The Operator has agreed to charge the Subcontracts to the Owner until such time as the Operator's obligations under the Principal Contracts have been fulfilled and this security has been released by the Owner.

**AGREEMENT** as follows:

**1. INTERPRETATION**

1.1 In this Deed (including the Background and the Schedules) the following words and phrases shall unless the context otherwise requires have the following meanings:

- |                       |  |
|-----------------------|--|
| "Charged Property,"   | means all that property charged in clause 3 of this Deed;  |
| "Goods"               | means the goods which are the subject of, and more fully described in, the Principal Contract;   |
| "Principal Contracts" | means the hire-purchase or hire agreements made between the Owner and the Operator being agreement(s) numbered 008222005 and dated 01/04/2015 and any subsequent hire-purchase or hire agreement made between the Owner and the Operator (other than those expressly stated to be excluded from being secured by this Deed); |
| "Subcontracts"        | means any agreements under which the Goods are let by the Operator to a third party whether under a leasing, hire, lease-purchase, hire-purchase or other form of hiring agreement.  |

- 1.3 Save where the context otherwise requires references to Sub-clauses Clauses and Schedules are to the sub-clauses, clauses and schedules of this Deed.
- 1.4 Unless the context otherwise so requires:
  - 1.4.1 references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - 1.4.2 references to any gender include all genders.
- 1.5 Subject to the Operator having permission to sub-hire the Goods in accordance with Clause 2 of this Deed, in the case of conflict or ambiguity between any provision contained in the body of this Deed and any provision contained in the Principal Contracts the Principal Contracts shall take precedence.

## **2. Permission to Subhire**

- 2.1 In consideration of the Owner agreeing to allow the Operator to subhire the Goods to its customer, (notwithstanding Clause 6 of the Principal Contracts under the which the Owner prohibits the Operator from letting the Goods out of the Operator's possession or control, transferring the Goods to any other person or hiring out the Goods without the Owner's written consent), the Operator agrees:
  - 2.1.1 to ensure that the Goods are only supplied to a customer of the Operator under the Operator's standard form of hire; lease; hire purchase agreement or other form of hiring agreement which has previously been approved in writing by the Owner and not subsequently varied;
  - 2.1.2 to ensure that the period for which the Operator is to lease the Goods to its customer does not exceed the period for repayment of monies due to the Owner from the Operator under the Principal Contracts (less one day);
  - 2.1.3 not to permit its customer hiring the Goods to part with possession of the Goods;
  - 2.1.4 to deposit certified copies of the Subcontracts with the Owner within seven days of the Operator parting with possession of the Goods;
  - 2.1.5 to enter into a deed of priority with the Owner and any prior mortgagees in respect of the Charged Property;
  - 2.1.6 to indemnify the Owner, on demand, against all costs, claims, losses and expenses (including legal costs on a full indemnity basis) which are caused by or arise from the Owner consenting to the subhiring of the Goods by the Operator.

### **3. Fixed and Floating Charges**

- 3.1 The Operator with full title guarantee hereby charges by way of fixed charge as security for the payment of and discharge of the obligations under this Deed and the Principal Contracts ("the Obligations") the following items of property:
- 3.1.1 the Subcontracts entered into at any time by the Operator with customer(s) of the Operator relating to the Goods or other goods now or hereafter owned by the Owner and comprised in the Principal Contracts;
  - 3.1.2 the full benefit and advantage of all the monies payable under the Subcontracts;
  - 3.1.3 the benefit of all guarantees indemnities negotiable instruments and securities taken by the Operator in connection with the Subcontracts; and
  - 3.1.4 the benefit of all insurances effected by the Operator or by the customer(s) of the Operator pursuant to the terms of the Subcontracts in respect of the Goods; and
  - 3.1.5 the benefit of all supplemental or collateral agreements entered into by the Operator including those under which the Operator undertakes to maintain or service the Goods.
- 3.2 The Operator with full title guarantee, as a continuing security for the payment and discharge of the Obligations, charges by way of floating charge all of the Charged Property if and in so far as the charges on the Charged Property or any part or parts of the Charged Property contained in clause 3.1 shall for any reason be ineffective as fixed charges.

### **4. DISCHARGE OF THE CHARGE**

At the request of the Operator the Owner will release the Charge on the Subcontracts provided that:

- 4.1 the Operator has paid all sums due to the Owner under the Principal Contracts; and
- 4.2 the Operator has discharged all other obligations and liabilities to the Owner under the Principal Contracts; and
- 4.3 the Operator bears all costs associated with any such release.

### **5. COVENANTS**

The Operator hereby covenants with the Owner at all times during the continuance of this security: -

- 5.1 to ensure that all sums due to the Owner, which arise under the Principal Contracts, are paid by the Operator, without set-off or deduction, direct to the

Owner or such other person as the Owner may elect. For the period where the Operator holds the money it will be held on trust for the Owner; and

- 5.2 not to without the prior consent in writing of the Owner create any further mortgage charge debenture or other encumbrance upon the Charged Property or on the interest of the Operator therein; and
- 5.3 not to deal with the Charged Property in any way inconsistent with this Deed; and
- 5.4 at the Owner's request to deposit with the Owner stamped copies of all documents and deeds of title guarantees indemnities negotiable instruments securities and insurance policies where applicable as well as any maintenance agreements relating to the Charged Property; and
- 5.5 forthwith produce to the Owner the original of any order direction requisition permission notice or any matter whatsoever affecting or likely to affect the Charged Property and served upon the Operator by any third party and shall forthwith at the Operator's own cost comply with the same and shall if so required by the Owner at the Operator's own cost make or join in making such objections or representations against or in respect of the contents of any such document as the Owner may deem expedient; and
- 5.6 that it will not accept or purport to accept a surrender of the Charged Property or any part thereof from any third party without the prior written consent of the Owner; and
- 5.7 to immediately notify the Owner in writing of any event of default or potential event of default as set out in Clause 6 of this Deed.

## **6 EVENTS OF DEFAULT**

The moneys hereby secured shall become payable and all rights of the Operator to deal for any purpose whatever with the Charged Property or any part thereof shall cease immediately on the happening of any of the following events: -

- 6.1 if the Operator fails to pay all sums due to the Owner which should not have reasonably been withheld on their due dates regardless of whether the same have been demanded or not;
- 6.2 if the Operator stops payment or ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business;
- 6.3 if the Operator without the previous written consent of the Owner shall sell transfer lease dispose of or deal with the Charged Property or any part thereof or purport so to do;
- 6.4 if the Operator becomes insolvent.

## **7 EVENTS OF INSOLVENCY**

- 7.1 The Owner may treat the Operator as insolvent (for the purposes of clause 6.4) if:
- 7.1.1 the Operator becomes unable to pay its debts as they fall due; or
  - 7.1.2 the Operator (or any of its property) becomes the subject of:
    - a) any formal insolvency procedure; or
    - b) any application or proposal for any formal insolvency procedure.
- 7.2 Formal insolvency procedures (for the purposes of clause 7.1.2) include:
- 7.2.1 administrative receivership;
  - 7.2.2 administration;
  - 7.2.3 liquidation (voluntary or compulsory);
  - 7.2.4 bankruptcy, voluntary arrangements (individual or company and including a moratorium or a scheme or arrangement under s425 Companies Act 1985);
  - 7.2.5 the appointment of a receiver, receiver or manager, fixed charge receiver, law of property act receiver, special manager, interim receiver or provisional liquidator.
  - 7.2.6 Any procedure outside England and Wales with similar purpose or effect to any of the procedures described in clauses 7.2.1 to 7.2.5 (including, as an example only, a 'chapter 11' petition in the USA).
- 7.3 If an event has occurred by which the Owner may treat the Operator as insolvent in accordance with clause 7.1, then on the occurrence of that event, the Operator, with full title guarantee, and as security for the payment of the sums owing under this Deed and the Principal Contracts, assigns all its right, title and interest in and to the Subcontracts to the Owner.

## **8 APPOINTMENT OF RECEIVER**

- 8.1 At any time after the moneys hereby secured shall have become payable or at the request of the Operator the Owner may without further notice appoint in writing under its hand any person or persons to be a receiver or receivers or receiver and manager or receivers and managers (hereinafter called a "Receiver" which expression shall where the context so admits include the plural and any substituted receiver or receivers or receiver and manager or receivers and managers) of all or any part of the Charged Property in like manner in every respect as if the Owner had become entitled under the Law of Property Act 1925 ("the Act") to exercise the power of sale thereby conferred and every Receiver so appointed shall have and be entitled to exercise all powers conferred by the Act as if such Receiver had been duly appointed under it and in particular by way of addition to but without hereby limiting any general powers already referred to in this Deed every such Receiver so appointed shall have the powers referred to below in Clause 9.



- 9.2.9 use the name of the Operator for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Operator for all of which purposes the Operator hereby irrevocably appoints every such Receiver to be its attorney.

## 10 NO LIABILITY AS MORTGAGEE IN POSSESSION

The Owner shall not nor shall any Receiver appointed as aforesaid by reason of its or the Receiver's entering into possession of the Charged Property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Owner under the powers in that behalf contained above shall be deemed to be the agent of the Operator for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act and the Owner and every such Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the Act.

## 11 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Owner or any Receiver of the Owner or its or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due under the Principal Contracts or to see the application of any money paid to the Owner or to such Receiver.

## 12 POWER OF ATTORNEY

- 12.1 The Operator by way of security and in order more fully to secure the performance of the Operator's obligations under this Deed, irrevocably appoints the Owner and any Receiver to be its attorney for the duration of the security provided under this Deed and on its behalf and in its name or otherwise:
- 12.1.1 to execute and do all such assurances, acts and things which the Operator ought to do under the covenants and provisions contained in this deed (including without prejudice to the generality of the foregoing, to execute and deliver any charges, legal mortgages or assignments or other security and any transfers of securities);
  - 12.1.2 generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Owner or any Receiver; and
  - 12.1.3 (without prejudice to the generality of the foregoing) to execute and deliver and otherwise perfect any deed, assurances, agreement, instrument or act which it may deem desirable in or for the purpose of exercising any of such rights, powers and discretions;



- 12.1.4 to do all acts and execute, sign and, if required, register all documents the Operator itself could do, execute, sign or register in relation to the Charged Property; and
- 12.1.5 execute, sign perfect, do and, if required, register every such further assurance, document, act or thing as referred to in clause 19.
- 12.2 The Operator ratifies and confirms and agrees to ratify and confirm whatever any such attorney may do or purport to do in the exercise or purported exercise of all or any of the rights, powers and discretions referred to in this Clause.
- 12.3 The Owner, at any time and from time to time, may delegate the power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Owner under this Deed in relation to the Charged Property. Any such delegation may be made upon such terms and subject to such regulations as the Owner may think fit. The Owner will not be in any way liable or responsible to the Operator for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate.

### **13 COSTS AND EXPENSES**

All costs charges and expenses incurred and all payments made by the Owner or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Operator shall carry interest from the date of the same being incurred or becoming payable at the rate per annum equivalent to the Owners percentage yield under the Principal Contracts and the amount of all such costs charges expenses and payments and all interest thereon and all remuneration payable under this Deed shall be payable by the Operator on demand and shall be an additional charge on the Charged Property. All such costs charges expenses and payments shall be paid and charged as between the Owner and the Operator on the basis of a full indemnity and not on the basis of any other kind of taxation.

### **14 INDEMNITY**

In the event of the Operator being placed in Receivership the Owner and every Receiver attorney manager agent or other person appointed by the Owner hereunder shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of any of the powers authorities or discretions vested in them or him pursuant hereto and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Property and the Owner and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

### **15 REPRESENTATIONS AND WARRANTIES**

*The Operator represents and warrants to the Owner that the execution of this charge and the observance and performance of his obligations under this Deed does not contravene any charge, lease, loan facility or other agreement.*



## **16 NOTICES**

Where a notice is to be given to the Operator or the Owner (as the case may be) it may be served by leaving it at the registered office of the Operator or the Owner (as the case may be) or by sending it first class letter registered post to the registered office of the Operator or the Owner (as the case may be) when it shall be deemed to have been served at the expiration of forty eight hours after it has been posted or by transmitting it by fax or any other electronic form to the Operator or the Owner (as the case may be) when it shall be deemed to have been served upon transmission provided it was transmitted to the Operator or Owner within normal working hours.

## **17 INDULGENCE**

The Owner may from time to time decide not to immediately enforce its rights under this Deed. This will in no way affect the security created by this Deed or the Owner's ability to reassert these rights at any later date.

## **18 CUMULATIVE SECURITY**

The security constituted by this deed is in addition to and is not in any way prejudiced by any rights whatsoever which the Owner may have in respect of the liabilities and obligations owed by the Operator to the Owner under any account with the Owner including, without limitation, any rights arising under any other mortgage, Hire Purchase agreement, Hire agreement, charge, pledge, lien, assignment, right of set-off, encumbrance, hypothecation, priority or other security interest.

## **19 FURTHER ASSURANCE**

The Operator covenants with the Owner that the Operator shall at any time and from time to time if and when required to do so by the Owner execute to the Owner or as the Owner shall direct such further deeds and documents as the Owner shall require of and on all the Operator's rights title and interest in the Charged Property to secure all money and liabilities hereby agreed to be paid or intended to be hereby secured, and to exercise all powers, authorities and discretions conferred by this Deed or by law on the Owner or Receiver appointed by it, such deeds and documents to be prepared by or on behalf of the Owner at the cost of the Operator and to be in such form as the Owner may require.

## **20 THIRD PARTY RIGHTS**

For the avoidance of doubt nothing in this Deed shall confer on any third party any benefit or the right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

## **20 SEVERABILITY**

The provisions of this Deed are severable and distinct from each other and if any provision is or becomes invalid, illegal or unenforceable the validity and enforceability of the remaining provisions will not be affected.

**21 JURISDICTION**

21.1 English law applies.

21.2 The courts of England and Wales have jurisdiction over any dispute which may arise out of (or about) this Deed. This Clause 21.2 is for the Owner's exclusive benefit. It does not affect the Owner's right to bring proceedings in any other court of competent jurisdiction (while bringing proceedings in England or Wales, or without bringing proceedings in England or Wales).

**22 ASSIGNMENT**

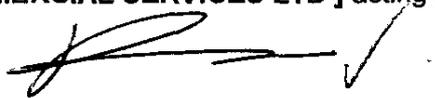
22.1 The Owner shall be entitled at any time to assign its right, title and interest to and under this Deed to any person (including a body corporate). The Operator agrees that this will not affect its liabilities under this Deed and that after service of a written notice upon it naming the assignee, the assignee may enforce this Deed against it direct. Subject to clause 7.3, the Operator will not without the Owner's prior written consent (which the Owner may withhold at its absolute discretion) assign or transfer this Deed or the Operator's rights under this Deed (or agree or purport to do so).

**IN WITNESS** of which this Deed was executed and is delivered on and takes effect from the day and year first before written.

**THE COMMON SEAL** of the )  
[BLACK CAT COMMERCIAL SERVICES LTD ] was affixed to this )  
Deed in the presence of: )

OR

Executed as a deed (but not delivered until the date hereof) by [BLACK CAT COMMERCIAL SERVICES LTD ] acting by:



.....  
(Director)

in the presence of:



.....  
(witness signature)

C SHEPHERD  
C/O SHAWBROOK  
ASSET FINANCE

.....  
(witness full name and address)

**THE LENDER**

CERTIFIED TRUE COPY  
OF THE ORIGINAL  
K. M. O'Connell