

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 WebF
Please go to www.comp

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

☒ What this form is NOT
You may not use this form to
register a charge where
instrument Use form MR



A16 18/11/2013 #171
COMPANIES HOUSE

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

1 Company details

Company number 08633649

Company name in full CENTURY SYSTEM SCAFFOLDING
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 13 11 2013

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 LAYHER 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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Sheet description attached.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

54
8

LAYHER LTD - MATERIALS LIST

No	Descr	Qty	Unit Price	Line Disc %	Line Amount
2603400N	AR STANDARD 4 0 M	100	60 00	40%	3 600 00
2620257N	AR DIAGONAL BRACE 2 57 M BAY	50	35 90	40%	1,077 00
2630074U	AR WEDGE HEAD CONSOLE 0 73M	150	35 30	55%	2,382 75
3812073N	BE STEEL DECK T4 0 73 X 0 32M	300	39 50	40%	7,110 00
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	30	41 60	40%	748 80
4001060N	ZB ADJUSTABLE BASE 80	150	12 85	40%	1,156 50
2607207N	AR LEDGER 2 07 M	80	25 40	40%	1,219 20
2607257N	AR LEDGER 2 57 M	150	29 00	40%	2,610 00
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	50	46 50	40%	1,395 00
2613073N	AR U-TRANSOM 0 73 M	100	17 70	40%	1,082 00
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	10	41 8	40%	249 60
3801207N	BE STEEL DECK 2 07 M X 0 19 UP	7	42 7	40%	179 34
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	40	46 5	40%	1,116 00
2613139N	AR U-TRANSOM H S 1 4 M	20	33 4	48%	359 01
2624257N	AR U-BRIDGING LEDGER 2 57 M	10	65	40%	390 00
3801257N	BE STEEL DECK 2 57 M X 0 19 UP	10	49 8	40%	298 80
2630070N	AR U-CORNER DECK 0 73M	4	135 2	40%	324 48
3802140N	BE STEEL DECK 1 40 X 0 32 UP	30	45 3	40%	815 40
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	50	41 6	40%	1,246 00
2656257N	AR U-LATTICE GIRDER 2 57MX0 5M	12	146 1	40%	1,051 92
2603400N	AR STANDARD 4 0 M	100	60	40%	3,600 00
2603300N	AR STANDARD 3 00 M W CRIMPED S	100	46 9	40%	2,814 00
2603200N	AR STANDARD 2 00 M W CRIMPED S	100	31 7	40%	1,802 00
2603100N	AR STANDARD 1 00 M W CRIMPED S	50	19 3	40%	578 00
2607257N	AR LEDGER 2 57 M	450	29	40%	7,830 00
2607207N	AR LEDGER 2 07 M	100	25 4	40%	1,524 00
2613108N	AR U-LEDGER HS 1 09M	550	26 95	40%	8,883 50
2613073N	AR U-TRANSOM 0 73 M	200	17 7	40%	2,124 00
2620257N	AR DIAGONAL BRACE 2 57 M BAY	70	35 9	40%	1,507 80
2630074N	AR WEDGE HEAD CONSOLE 0 73M	150	35 3	40%	3,177 00
2635109N	AR LALO T8 1 09M	150	15 1	40%	1,359 00
2635073N	AR LALO T8 0 73M	150	14 6	40%	1,314 00
3812257N	BE STEEL DECK T4 2 57 X 0 32M	300	53 7	40%	9,866 00
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	50	46 5	40%	1,395 00
3812109N	BE STEEL DECK T4 1 09 X 0 32 M	300	40 4	40%	7,272 00
3812073N	BE STEEL DECK T4 0 73 X 0 32M	150	39 5	40%	3,555 00
4001060N	ZB ADJUSTABLE BASE 80	150	12 85	40%	1,156 50
2602000N	AR BASE COLLAR	150	9 15	40%	823 50

300 6 58 41 359

Sub-Total 88,886 10
VAT @ 20% 17,777 22
Total 106,663 32

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Helen Jefferys
Company name	LEYHER LIMITED
Address	WORKS ROAD
Post town	LEITCHWORTH Garden City
County/Region	Herts
Postcode	SG6 1WL
Country	England
DX	
Telephone	01462 475104

**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 Linnenhall, 32-38 Linnenhall 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

MR01

Particulars of a charge

8

Trustee statement¹

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

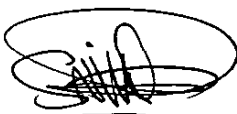
Signature

Please sign the form here

Signature

Signature

X



X

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8633649

Charge code: 0863 3649 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by CENTURY SYSTEM SCAFFOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2013.

Q

Given at Companies House, Cardiff on 22nd November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

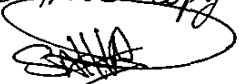
THIS CHARGE is made the 13th day of November 2013

GK
53

BETWEEN LAYHER LIMITED whose Registered Office is at George Hay Unit 1b, Focus 4, Fourth Avenue, Letchworth, Herts SG6 2TU ("**Layher**") (1) and **CENTURY SYSTEM SCAFFOLDING LIMITED** whose Registered Office is at Century Buildings, 14 St Mary's Parsonage, Manchester, M3 2DF ("**the Customer**") (2)

THIS Charge incorporates all of Layher's standard Terms and Conditions of Business at the date hereof and if there is any inconsistency between those terms and the provisions of this document then the provisions of this document shall prevail

- 1 With effect from the date hereof, the parties agree that the Customer may become indebted to Layher in respect of goods and services supplied and to be supplied by Layher to the Customer
- 2 In consideration of the equipment supply and the obligations assumed by Layher under this Charge, the Customer hereby charges by way of first legal charge to Layher with full title guarantee all of the Layher system scaffolding material and/or (the Equipment) and as per the list of parts contained upon the lease, that is not presently charged to someone else
- 3 The Customer warrants to Layher as follows -
 - 3 1 that the Equipment is unencumbered
 - 3 2 that the Customer is the absolute owner thereof and in a position to charge the Equipment with full title guarantee
4. Layher is relying on the warranties in clause 3 and the Charge of the Equipment and as a result of those warranties and the Charge may be inclined to make further equipment available to the Customer

I Certify that this is a true copy of the original


GK

- 5.1 This Charge is only effective over Equipment which is owned absolutely by the Customer and for which the warranty in clause 3 applies. Certain other equipment may have been supplied by Layher or others to the Customer on hire or subject to retention of title clauses on sale and this charge shall not apply to such other equipment.
- 5.2 The Parties agree that the Customer may retain possession of the Equipment unless and until this charge is enforced under clause 6.
- 5.3 The Customer is obliged to take good care of the Equipment and will advise Layher immediately if the Equipment is removed from the Customer's possession.
- 5.4 The Customer will ensure that the Equipment is at all times adequately protected and insured against loss or damage.
- 5.5 Other than in normal course of their business the Customer may not part with possession of, charge, sell or otherwise dispose of the Equipment until all sums owing to Layher have been discharged in full.
- 5.6 The Customer hereby covenants to pay Layher, by way of standing order and as per the agreed lease terms all sums due to Layher on the agreed dates.
- 6 In the event of any breach of the obligations on the part of the Customer contained in this charge which breach is not remedied within 30 days of written notice of the breach having been given by Layher to the Customer, Layher may enter upon the premises of the Customer or of any third parties for the time being in possession of the Equipment and regain possession of the Equipment or store it elsewhere at the Customer's expense. Layher may also dispose of the Equipment and will be entitled

Page 2 of 4

N:\Bookkeeping\SPP & Leasing\Current Lease Files 2010\Century\Charge Doc.doc

I certify that this is a true copy of the original

GK

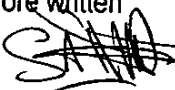

from the proceeds of sale thereof to deduct all such sums as are owed to Layher absolutely by the Customer under this Agreement and subject to that deduction will then account to the Customer for any balance

- 7 The Customer hereby agrees to indemnify and keep indemnified Layher against any and all costs on an indemnity basis, claims, demands and liabilities arising in respect of the proper enforcement by Layher of any term of this Charge.
- 8 In the event of any further supply of Layher system scaffolding equipment by Layher to the Customer or in the event that Layher System Scaffolding equipment that the Customer owns but is presently charged to someone else becomes free of such charge the Customer agrees that the provisions of this Charge will apply to such further Equipment and that it will, if reasonably so required by Layher, execute any further Charge or assurance with respect to that further Equipment in favour of Layher In other words, the Charge is fixed and floating, to take account of future purchases.
9. The Customer, with full title guarantee, charges by way of floating charge with the payment of all sums due to Layher from time to time its present, [as per the list of the lease attached] and future Layher scaffolding equipment except to the extent that the said equipment is for the time being effectively charges by any fixed charge contained in this Charge.
- 10 None of the covenants given and none of the charges created by the Customer under this charge shall be avoided or invalidated by reason only of one or more of the others of such covenants or charges being invalid or unenforceable.
- 11 Any provision of this charge which for any reason is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this charge.

I certify that this is a true copy of the original


Cyk

IN WITNESS whereof the parties hereto have executed this charge the day and year first before written

 S PIKE, LAYHER
SIGNED as a charge by MANAGING DIRECTOR
LAYHER LIMITED acting by

And Director/Secretary
CARY-KILGAND

Director



SIGNED as a charge by
acting by

And

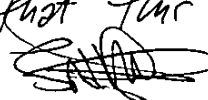
Director



Secretary

Page 4 of 4

N \Bookkeeping\SPP & Leasing\Current Lease Files 2010\Century\Charge Doc.doc

I Certify that this is a true copy of the original


54

LAYHER LTD - MATERIALS LIST

No	Descr	Qty	Unit Price	Line Disc %	Line Amount
2603400N	AR STANDARD 4 0 M	100	80 00	40%	3,600 00
2620257N	AR DIAGONAL BRACE 2 57 M BAY	50	35 90	40%	1,077 00
2630074U	AR WEDGE HEAD CONSOLE 0 73M	150	35 30	55%	2,382 75
3812073N	BE STEEL DECK T4 0 73 X 0 32M	300	39 50	40%	7,110 00
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	30	41 80	40%	748 80
4001060N	ZB ADJUSTABLE BASE 80	150	12 85	40%	1,156 50
2607207N	AR LEDGER 2 07 M	80	25 40	40%	1,219 20
2607257N	AR LEDGER 2 57 M	150	29 00	40%	2 610 00
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	50	46 50	40%	1,395 00
2613073N	AR U-TRANSOM 0 73 M	100	17 70	40%	1,062 00
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	10	41 8	40%	249 80
3801207N	BE STEEL DECK 2 07 M X 0 19 UP	7	42 7	40%	179 34
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	40	46 5	40%	1,116 00
2613139N	AR U-TRANSOM H S 1 4 M	20	33 4	48%	359 01
2624257N	AR U-BRIDGING LEDGER 2 57 M	10	85	40%	390 00
3801257N	BE STEEL DECK 2 57 M X 0 19 UP	10	49 8	40%	298 80
2630070N	AR U-CORNER DECK 0 73M	4	135 2	40%	324 48
3802140N	BE STEEL DECK 1 40 X 0 32 UP	30	45 3	40%	815 40
3812157N	BE STEEL DECK T4 1 57 X 0 32 M	50	41 8	40%	1,248 00
2656257N	AR U-LATTICE GIRDER 2 57MX0 5M	12	148 1	40%	1,051 92
2603400N	AR STANDARD 4 0 M	100	80	40%	3,600 00
2603300N	AR STANDARD 3 00 M W CRIMPED S	100	46 9	40%	2,814 00
2603200N	AR STANDARD 2 00 M W CRIMPED S	100	31 7	40%	1,902 00
2603100N	AR STANDARD 1 00 M W CRIMPED S	50	19 3	40%	579 00
2607257N	AR LEDGER 2 57 M	450	29	40%	7,830 00
2607207N	AR LEDGER 2 07 M	100	25 4	40%	1,524 00
2613109N	AR U-LEDGER HS 1 09M	550	26 95	40%	8,893 50
2613073N	AR U-TRANSOM 0 73 M	200	17 7	40%	2,124 00
2620257N	AR DIAGONAL BRACE 2 57 M BAY	70	35 9	40%	1,507 80
2630074N	AR WEDGE HEAD CONSOLE 0 73M	150	35 3	40%	3,177 00
2635109N	AR LALO T8 1 09M	150	15 1	40%	1,359 00
2635073N	AR LALO T8 0 73M	150	14 6	40%	1,314 00
3812257N	BE STEEL DECK T4 2 57 X 0 32M	300	53 7	40%	9,888 00
3812207N	BE STEEL DECK T4 2 07 X 0 32 M	50	46 5	40%	1,395 00
3812109N	BE STEEL DECK T4 1 09 X 0 32 M	300	40 4	40%	7,272 00
3812073N	BE STEEL DECK T4 0 73 X 0 32M	150	39 5	40%	3,555 00
4001060N	ZB ADJUSTABLE BASE 80	150	12 85	40%	1,156 50
2602000N	AR BASE COLLAR	150	9 15	40%	823 50

300 6 58 41 359

Sub-Total 88,886 10
VAT @ 20% 17,777 22
Total 106,663 32

I Certify that this is a true Copy of the original