



**Registration of a Charge**

Company Name: **C&W TRANSPORT LIMITED**

Company Number: **09291810**



Received for filing in Electronic Format on the: **27/11/2023**

XCH6YQWA

**Details of Charge**

Date of creation: **20/11/2023**

Charge code: **0929 1810 0003**

Persons entitled: **LIBERTY LEASING 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: **LISA BURNARD**



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

Company number: 9291810

Charge code: 0929 1810 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2023 and created by C&W TRANSPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2023 .

Given at Companies House, Cardiff on 28th November 2023

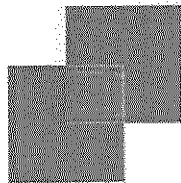
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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



# Liberty Leasing

The Asset Finance Specialist

Liberty Leasing Limited, Liberty House, Brook Avenue, Warsash, Southampton, Hampshire, SO31 9HP

## SUPPLEMENTAL CHATTEL MORTGAGE

### DATA PROTECTION – Use of Your Personal Information

You should have been provided with, or made aware of, the availability of Liberty Leasing Limited's 'Privacy Notice' prior to entering into this Agreement, that is, at the time when your personal data were obtained by us. Our Privacy Notice can also be viewed at [www.libertyleasing.co.uk/privacy](http://www.libertyleasing.co.uk/privacy). The Notice provides information on how we process your personal data in connection with this Agreement, including how we may use Credit Reference Agencies and Fraud Prevention Agencies.

By signing this Agreement you acknowledge that you have read and understood the contents of the Privacy Notice.

We may send you information about our products and services and those of our subsidiaries and group companies which may be of interest to you and/or may pass such details to our subsidiaries and group companies to send you information about their products.

If you wish for us to send you such information, please write to us or tick this box ☐

If you wish for us to pass your details to our subsidiaries and group companies, please write to us or tick this box ☐

You may notify us at any time by email to [dataprotection@libertyleasing.co.uk](mailto:dataprotection@libertyleasing.co.uk) that you no longer wish us to send you such information or to pass your details to our subsidiaries and group companies.

SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Limited Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP	Co Reg No 04302060
	AGREEMENT NO. 11907/LL

SCHEDULE (which forms part of this Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company") C&W TRANSPORT LIMITED	Company Reg No 09291810
Full names of Directors Touseef Ijaz	Email IDs of Directors t.ijaz@cnwtransport.com
Address of Company Office 1, Unit 5 Upminster Trading Park, Warley Street Upminster Post Code RM14 3PJ	Siting Address (if different)    Post Code
Telephone 07402 513531	Telephone

Particulars of Goods Please describe in full	Registration Number	Chassis Number	Serial Number / Engine Number	Date of manufacturing / first registration
AS PER ATTACHED SCHEDULE OF GOODS				

**SIGNATURES**

Signature for and on behalf of Liberty Leasing Limited


  
 0000AEE880400

Date

20 November 2023

To: Liberty Leasing Limited

Before we signed this Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms set out below.

EXECUTED on 20 November 2023

by The Company acting by its authorised offices:


  
 7C8519A3BE194A3

Director

The Signatories warrant that they have authority to bind the Company.

**CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY**

Minutes of a meeting of the Directors properly convened and held on 07 November 2023

at

(Address) Office 1, Unit 5, Upminster Trading Park, Warley Street, Upminster, RM14 3PJ

It was reported to the meeting that:

- (1) A quorum of directors was present and the meeting had been properly convened.
- (2) It is proposed that LIBERTY LEASING LIMITED ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a hire purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed hire purchase agreement was then produced to the meeting ("the Hire Purchase Agreement").
- (3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason ("the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

**IT WAS RESOLVED**

- That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
- That the Company should execute and deliver to LIBERTY the Hire Purchase Agreement under hand and the Supplemental Chattel Mortgage each in the form produced to the meeting or with such amendments as any officer may approve.
- That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Hire Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Hire Purchase Agreement.
- That the entry of the Transaction, the Hire Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.
- That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

**TO: LIBERTY LEASING LIMITED**

**WE CERTIFY** that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the Supplemental Chattel Mortgage attached to this certificate is in the form presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Hire Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at Companies House on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the Company has not granted any charge or similar which was not registered at Companies House within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature

DocuSigned by  
Touseef Ijaz  
7C8E18A3EE0443

Position in relation to the Company

Director

Name of Signatory

Touseef Ijaz

Date

07 November 2023

## TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

THIS SUPPLEMENTAL CHATTEL MORTGAGE is made on the date shown in the Schedule above BETWEEN:

- (1) the Company: the company described as the Company in the Schedule; and
- (2) LIBERTY: LIBERTY LEASING LIMITED (registered in England & Wales with company number 04302060 of; Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP.

### 1. Definitions

In this Supplemental Chattel Mortgage the following terms have the meanings respectively given to them:

**the Assets** means the plant, machinery, equipment, vehicles or other assets described in the Schedule and includes any and each of them where there are more than one;

**Associate** means: any guarantor indemnifier or other surety in respect of the Company or its liabilities; or a holding company, subsidiary or subsidiary of a holding company; such terms being given the definitions in section 1159 of the Companies Act 2006; or an associate as defined by section 435 of the Insolvency Act 1986; and in the case of LIBERTY any person connected or associated with LIBERTY and which LIBERTY may from time to time nominate as being an Associate of LIBERTY for the purposes of this Supplemental Chattel Mortgage (including, without limitation, and without any requirement for prior notification, any present or future holding company or subsidiary of LIBERTY (and any subsidiary of any such holding company) as such terms are defined above);

**Business Day** means any day other than a Saturday, Sunday or English Bank Holiday;

**Charged Property** means the Non-Vesting Assets and any other rights and interests mortgaged or charged to LIBERTY pursuant to the terms of this Supplemental Chattel Mortgage and includes any part of them;

**Hire Purchase Agreement** means the hire purchase agreement entered into on or about the date of this Supplemental Chattel Mortgage in respect of the Assets;

**Non-Vesting Assets** means all or any of the Assets which are to be or have purportedly been sold by the Company to LIBERTY and where, for whatever reason, title to the Asset or Assets concerned fails (or is held to have failed) to vest absolutely and effectively in LIBERTY.

**Receiver** means a receiver or receivers appointed under this Supplemental Chattel Mortgage; and

**Secured Obligations** means all of the monies, obligations and liabilities of the Company described in clause 2 or arising under any of the other clauses of this Supplemental Chattel Mortgage.

### 2. Agreement by the Company to Pay LIBERTY

The Company covenants that it will pay to LIBERTY on demand and without deduction or set off all monies now or from time to time due, owing or incurred by the Company to LIBERTY including (but not limited to) under or pursuant to the Hire Purchase Agreement or in respect of the Transaction and all other monies and liabilities covenanted to be paid under this Supplemental Chattel Mortgage or arising under any other finance agreement of any kind entered into between LIBERTY and the Company and whether owing as principal or as surety, whether alone or jointly and/or severally, whether present or future, whether monetary or non-monetary, actual or contingent and liquidated or unliquidated.

### 3. Security

3.1. As security for the Secured Obligations, the Company with full title guarantee assigns absolutely to LIBERTY by way of security all of its right, title and interest in the Non-Vesting Assets together with the benefit of all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights licensed to or to which it is entitled relating to the Assets.

3.2. Upon LIBERTY being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, it will, at the request of the Company and on payment of a redemption administration fee of £100, reassign to the Company the Non-Vesting Assets and the other assets and rights referred to in clause 3.1.

3.3. As further security for the Secured Obligations, the Company with full title guarantee charges in favour of LIBERTY by way of fixed equitable charge:

- 3.3.1. all Non-Vesting Assets which are not owned by either LIBERTY or the Company on the date of this Supplemental Chattel Mortgage and which the Company subsequently acquires;
- 3.3.2. all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and
- 3.3.3. the benefit of all insurances relating to the Assets (including all claims and returns of premium).

### 4. Covenants by the Company

The Company covenants with LIBERTY as follows:

4.1 To comply in respect of the Non-Vesting Assets with all of the covenants, undertakings and indemnities set out in the Hire Purchase Agreement as if repeated, mutatis mutandis, in this clause 4.1.

4.2 Not to grant (or permit to be created) any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Non-Vesting Assets may be situated) other than in favour of LIBERTY, or to sell, let, hire, part with possession of or otherwise dispose of the Non-Vesting Assets or any interest in them or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of LIBERTY under this Supplemental Chattel Mortgage in each and every case without having first obtained the express written consent of LIBERTY.

4.3 Not (without the prior written consent of LIBERTY) to permit the Non-Vesting Assets to become affixed to, or otherwise connected with, any land or building so that the Non-Vesting Assets will become a fixture. As between LIBERTY and the Company the Non-Vesting Assets will remain personal moveable property.

4.4 To obtain from any landlord of the premises at which the Non-Vesting Assets may from time to time be situated on anything other than a temporary basis a waiver in a form acceptable to LIBERTY or, if it is not practical, in LIBERTY's opinion, to obtain a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this Supplemental Chattel Mortgage in a form acceptable to LIBERTY.

4.5 To pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Non-Vesting Assets whether in distress or otherwise and in the event of the detention of the Non-Vesting Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Company fails to comply with this covenant then LIBERTY may do so at the expense of the Company which shall form part of the Secured Obligations.

4.6 To confirm the location of the Non-Vesting Assets upon being requested to do so by LIBERTY and, in any event, not to permit the Non-Vesting Assets to be taken outside Great Britain.

**5. Default by the Company re repair and insurance**

5.1 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Hire Purchase Agreement (and as incorporated by reference by clause 4.1 of this Supplemental Chattel Mortgage), LIBERTY may, (but without being under any obligation to do so), put or keep the Non-Vesting Assets in repair (with power to enter onto any premises at which the Assets are located for that purpose).

5.2 If at any time the Company does not effect or keep up such insurances as specified in the Hire Purchase Agreement or produce a copy of the policy and evidence of premiums having been paid up to date on demand then LIBERTY may (but without being under any obligation to do so) insure and keep the Non-Vesting Assets insured in any sum which LIBERTY may think expedient, which amount will be immediately payable by the Company to LIBERTY and will form part of the Secured Obligations.

5.3 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt in respect of the Non-Vesting Assets, LIBERTY shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Supplemental Chattel Mortgage.

**6. Power of sale and exclusion of Law of Property Act provisions**

6.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Supplemental Chattel Mortgage, each arise on the date of this Supplemental Chattel Mortgage and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any monies secured by this Supplemental Chattel Mortgage shall have been served by LIBERTY on the Company or a Receiver has been appointed under this Supplemental Chattel Mortgage.

6.2 Section 103 of the Law of Property Act 1925 shall not apply to this Supplemental Chattel Mortgage and any sale may be made on such terms as LIBERTY or any Receiver may think fit. Neither shall the restriction on the right of consolidation in Section 93 of the Law of Property Act 1925 apply to this Supplemental Chattel Mortgage.

**7. Appointment of receiver and enforcement**

7.1 At any time after LIBERTY shall have demanded payment of any money or liability secured by this Supplemental Chattel Mortgage LIBERTY may in writing appoint any person or persons to be a Receiver (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver and appoint another or others in his or their place. Following such demand (whether or not a Receiver has been appointed) LIBERTY and any Receiver shall have the following powers without by reason of that becoming liable as a mortgagee in possession:

7.1.1 To take possession of, collect and get in the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient, to collect, recover, compromise, settle and give a good discharge for the sums payable in respect of the Charged Property and any claims outstanding or arising in respect of the Charged Property and to institute such proceedings as LIBERTY or the Receiver may think fit;

7.1.2 To carry on, manage or concur in carrying on and managing the business of the Company or any part of it in so far as the same relates to the Charged Property, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property;

7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, to sell or concur in selling, exchange, lease, hire, charter, licence, call in, collect and convert into money or otherwise dispose of the Charged Property on such terms as LIBERTY or any Receiver may think fit and to use the same for any purpose that LIBERTY or the Receiver may think fit;

7.1.4 To make any arrangement or compromise which LIBERTY or any Receiver shall think expedient;

7.1.5 To appoint managers, agents, officers, employees and workmen for any of the purposes described in this clause 7.1 or to guard or protect the Non-Vesting Assets at such salaries and for such periods as LIBERTY or any Receiver may determine;

7.1.6 To sever and sell the Non-Vesting Assets separately from any property to which they may be annexed;

7.1.7 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which LIBERTY lawfully may or can do as mortgagee;

7.1.8 In the case of a Receiver to do anything or exercise any power which LIBERTY could do or exercise as mortgagee; and

7.1.9 To exercise all powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) and without being restricted in any way by any of the other provisions of this clause 7.1.

7.2 All monies received by LIBERTY or by any Receiver shall be applied firstly in payment of the Receiver's remuneration and the costs of realisation (including all costs incurred directly or incidentally in the exercise of the powers conferred by this Supplemental Chattel Mortgage, secondly in payment of all sums (if any) payable by statute in preference to sums secured by this Supplemental Chattel Mortgage), thirdly in or towards payment of all or any of the matters referred to in sub-sections (1) – (4) of section 108 of the Law of Property Act 1925 as the Receiver in his absolute discretion shall decide and fourthly in or towards satisfaction of the Secured Obligations. Sub-section (8) of section 109 of the law of Property Act 1925 is excluded.

7.3 Any Receiver shall be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which LIBERTY may from time to time fix. Such agency shall continue until the Company shall go into liquidation and thereafter any Receiver shall act as principal and not as the agent of the Company.

7.4 Neither LIBERTY nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by omission so to do.

7.5 If any Receiver shall in the exercise of his powers authorities and discretions conform to the directions and regulations from time to time given and made by LIBERTY then LIBERTY shall not be responsible for any loss occasioned as a result.

7.6 No purchaser, mortgagee or other person dealing with LIBERTY or any Receiver shall be concerned to enquire whether any power exercised or purported to be exercised by it or him has become exercisable or whether any money is due on the security of this Supplemental Chattel Mortgage or as to the propriety or regularity of any sale by or other dealing with LIBERTY or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Supplemental Chattel Mortgage and to be valid and effectual accordingly.

**8. Continuing security**

8.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to LIBERTY by the Company.

8.2 The security created by the Supplemental Chattel Mortgage is in addition to any other security or securities which LIBERTY now holds or may from time to time acquire from the Company or any other person and all rights, remedies and powers of LIBERTY under this Supplemental Chattel Mortgage will be in addition to and shall not limit those conferred on LIBERTY by any other deed or agreement or implied by law.

**9. Notice of subsequent assignment or charge**

If LIBERTY receives notice of any subsequent assignment, charge or other security interest affecting the Charged Property then LIBERTY may open a new account or accounts for the Company. If LIBERTY does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to LIBERTY shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to LIBERTY at the time when it received such notice.



## 10. Power of attorney and covenant for further assurance

10.1 As security for the performance of its obligations and liabilities under this Supplemental Chattel Mortgage the Company irrevocably appoints each of the persons specified in clause 10.2 severally to be the attorney of the Company and on its behalf and as its act or deed or otherwise to execute and deliver in the name of the Company all deeds and documents and perform all acts required to be performed by the Company under this Supplemental Chattel Mortgage and (after a demand has been served on the Company for payment of amounts secured by this Supplemental Chattel Mortgage) which LIBERTY or any Receiver require be done in order to facilitate the enforcement of the security created by this Supplemental Chattel Mortgage or which the Company could do in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 10 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premiums and all other sums covenanted to be paid by the Company to third parties under the terms of this Supplemental Chattel Mortgage which will forthwith be recoverable by LIBERTY from the Company and shall form part of the liabilities secured by this Supplemental Chattel Mortgage.

10.2 The persons referred to in clause 10.1 are LIBERTY, any person nominated in writing under the hand of any director or officer of LIBERTY and any Receiver.

10.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as LIBERTY or any Receiver may consider necessary or desirable for the purpose of vesting in LIBERTY or in the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the insurances assigned by Clause 3.3 and notices of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of LIBERTY under the terms of this Supplemental Chattel Mortgage.

## 11. Exclusion of liability

11.1 LIBERTY, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except LIBERTY's own actual receipts or be liable to the Company for any loss or damage arising from any realisation by LIBERTY, any Receiver, delegates or sub-delegates of the Charged Property or for any act, default, omission or negligence of any of the same in relation to the Charged Property.

11.2 Nothing in this clause 11 shall exclude or limit liability for (or remedies arising in the event of) fraud.

## 12. Payments

All payments by the Company shall be made free and clear of any restriction, condition, set off, counterclaim, deduction, withholding of any kind including (subject to the next sentence) taxes. If any such deduction or withholding is required by law to be made from any such payment, the Company shall pay in the same manner and at the same time such additional amounts as will result in receipt by LIBERTY of such amount as would have been received by LIBERTY had no such deduction or withholding been required to be made. The time of punctual payment shall be of the essence.

## 13. Indemnity

The Company agrees to pay to LIBERTY on demand all costs, charges and expenses (including legal costs on a full indemnity basis) incurred in any way by reason of any breach of this Supplemental Chattel Mortgage by the Company, in obtaining any advice and taking any action which LIBERTY in its absolute discretion considers necessary to protect, defend or assert its interest in and any rights it may have over the Charged Property or otherwise in exercise of the powers and rights under this Supplemental Chattel Mortgage or to obtain payment of any sums due to it whether under this Supplemental Chattel Mortgage, any ancillary documentation or otherwise or any matter connected with the Charged Property, this Supplemental Chattel Mortgage or any ancillary documentation or otherwise or any matter connected with the Charged Property, this Supplemental Chattel Mortgage or any ancillary documentation, including without limiting this obligation, obtaining advice on the value, ascertaining the whereabouts of the Charged Property and any director of the Company and/or any guarantor, repossession and sale of the Charged Property (and additionally but without derogation to the generality of the foregoing indemnify LIBERTY against all claims and demands made upon LIBERTY by reason of any loss, damage or injury suffered by any person or company directly or indirectly as a result of the presence, installation, use, removal or replacement of the Charged Property).

## 14. Service of notices

14.1 A notice (including any writ or summons) may be served by LIBERTY or any Receiver on the Company by leaving it at, or by sending it through the post in a prepaid letter addressed to the Company at, the last known address of the Company or to the Company's registered office for the time being. Any notice served by post shall be deemed to have been served at 10am on the day following (or if that day following is a Sunday then on the Monday immediately after) that on which it is posted; unless the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put in the postal system. A demand or notice so addressed and posted to the Company shall be effective notwithstanding that it be returned undelivered.

14.2 Any notice served personally on the Company in accordance with Clause 14.1 will be deemed to be served at the time when it is left at such place as is described in Clause 14.1. The methods of service described in Clause 14.1 will not affect the validity of any other effective method of service.

## 15. Disclosure

LIBERTY may disclose and supply any information relating to the Company and to the matters referred to in this Supplemental Chattel Mortgage to any trade register or credit reference agency, to any other mortgagee of the Assets and to any other company or person associated with LIBERTY for the purposes of the business of LIBERTY.

## 16. Indulgence

No delay or omission of LIBERTY to exercise any right or power granted by this Supplemental Chattel Mortgage shall impair any such right or power to be construed as a waiver of or acquiescence in any default by the Company and no express waiver given by LIBERTY in relation to any default by the Company shall prejudice the rights of LIBERTY under this Supplemental Chattel Mortgage. The granting of any consent by LIBERTY will not prejudice the right of LIBERTY to grant or withhold as it thinks fit its consent to anything similar.

## 17. Assignment and transfer

LIBERTY shall be entitled to assign its interest in this Supplemental Chattel Mortgage and its rights against the Company to such person as it wishes. The Company shall not be entitled to assign its interest in this Supplemental Chattel Mortgage or its rights against LIBERTY. LIBERTY may also transfer the benefit of the security created by this Supplemental Chattel Mortgage and the rights of LIBERTY under this Supplemental Chattel Mortgage to any other person (the Transferee). Following service of notice to the Company of such transfer, the Transferee may enforce the security created by this Supplemental Chattel Mortgage and the rights of LIBERTY against the Company as if the Transferee had been named in place of (or alongside) LIBERTY.

## 18. No prejudice to Hire Purchase Agreement

Nothing in this Supplemental Chattel Mortgage prejudices or affects the terms of the Hire Purchase Agreement. The Company agrees that it will comply with the terms of the Hire Purchase Agreement in all respects and irrespective of whether all or any of the Assets are Non-Vesting Assets and accordingly irrespective of whether LIBERTY does or does not have title to the Assets as purportedly hired to the Company under the terms of the Hire Purchase Agreement. The Company will not be entitled to make any claim against LIBERTY or be repaid any payment made to LIBERTY under the Hire Purchase Agreement in respect of any Non-Vesting Assets.

## **19. Severance**

If any provision (or part) of this Supplemental Chattel Mortgage shall be found by a court or competent authority to be void or unenforceable, the invalidity or unenforceability of that provision (or the part concerned) shall not affect the other provisions of this Supplemental Chattel Mortgage (including the part of the provision not affected) which shall remain in full force and effect.

## **20. Applicable law and jurisdiction**

English law is applicable to this Supplemental Chattel Mortgage and, for the exclusive benefit of LIBERTY the English Courts shall have jurisdiction; but this shall not prevent LIBERTY from enforcing such rights as it may have under the laws of other countries and in the courts of such countries.

## **21. Construction**

21.1 In this Supplemental Chattel Mortgage:

21.1.1 references to any statute is to that statute as amended from time to time, substituted or consolidated;

21.1.2 references to any agreement or document shall be construed as referring to such agreement or document as the same may have been, or may from time to time be, varied, supplemented, novated or assigned; and

21.1.3 unless the context otherwise requires, words denoting the single number only shall include the plural and vice versa; and references to any gender include all other genders and a reference to a "person" will be construed to include any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

21.2 The Schedule above forms as part of this Supplemental Chattel Mortgage.

## **22. Electronic signature**

This Supplemental Chattel Mortgage may be signed by the parties by the way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.

**EXECUTED AND DELIVERED by the Company and signed on behalf of LIBERTY on the date first shown overleaf adjacent to the Company's execution.**

Version No. October\_2021.1

**SCHEDULE OF GOODS**

This is the Schedule of Goods referred to in the agreement between  
**LIBERTY LEASING LTD and C&W TRANSPORT LIMITED (09291810)**

Dated : 20 November 2023

Agreement number : 11907/LL

**Particulars of Goods:****Reg No:**

MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P161795 D.O.R. 28/10/2019	LN69 OKR
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P161693 D.O.R. 30/10/2019	LN69 OLG
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P161930 D.O.R. 30/10/2019	LN69 OKA
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P162359 D.O.R. 30/10/2019	LN69 OKP
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P162358 D.O.R. 16/10/2019	LN69 OJZ
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P162154 D.O.R. 16/10/2019	LN69 OJO
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P161692 D.O.R. 30/10/2019	LN69 OJM
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P162152 D.O.R. 16/10/2019	LN69 OLE
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P163574 D.O.R. 30/10/2019	LN69 OJL
MERCEDES-BENZ SPRINTER 314 CDI Chassis No. WDB9106332P162571 D.O.R. 16/10/2019	LN69 OLH
RENAULT MASTER MM35 BUSINESS DCI Chassis No. VF1MA000X66270288 D.O.R. 31/10/2020	EA70 FPV

Page 2 of 2

**Particulars of Goods:****Reg No:**

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000366270309  
D.O.R. 31/10/2020

EA70 FJC

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000X65907119  
D.O.R. 31/10/2020

EA70 FHW

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000266270298  
D.O.R. 31/10/2020

EA70 FHL

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000166270311  
D.O.R. 31/10/2020

EA70 FHE

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000665907120  
D.O.R. 31/10/2020

EA70 FHX

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000965907127  
D.O.R. 31/10/2020

EA70 FHU

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000266270303  
D.O.R. 31/10/2020

EA70 FPZ

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000066270297  
D.O.R. 31/10/2020

EA70 FHM

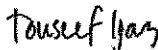
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Chassis No. VF1MA000965907113  
D.O.R. 31/10/2020

EA70 FHY

RENAULT MASTER MM35 BUSINESS DCI  
Chassis No. VF1MA000166270292  
D.O.R. 31/10/2020

EA70 FRN

Signature:

DocuSigned by:  
  
7C8519A3BE884A3...

Name of signatory:

TOUSEEF IJAZ

Position:

DIRECTOR