



**Registration of a Charge**

Company name: **A F M HOLDINGS LIMITED**

Company number: **00784842**

Received for Electronic Filing: **09/02/2015**



X40W1F2J

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**Details of Charge**

Date of creation: **27/01/2015**

Charge code: **0078 4842 0006**

Persons entitled: **DIANA ELIZABETH MERRITT  
PAUL DAVID MERRITT  
PENNY JANE MERRITT  
BARNETT WADDINGHAM TRUSTEES (1997) LTD**

Brief description: **CHARGE IS CREATED TO GUARANTEE A LOAN RECEIVED FOR £75,000 .  
THE CHARGE IS GUARANTEED AGAINST 9 RECENTLY PURCHASED  
VEHICLES.**

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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:

**PAUL BASS - COMPANY SECRETARY**



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

Company number: 784842

Charge code: 0078 4842 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2015 and created by A F M HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2015 .

Given at Companies House, Cardiff on 10th February 2015

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**

## LEGAL CHARGE

This Legal Charge is made the .....27.....day of...January.....2015

**Between (1) AFM (Holdings) Limited** (company number 00784842) ("the Company")

**And (2) Diana Elizabeth Merritt and Paul David Merritt and Penny Jane Merritt and Barnett Waddingham Trustees (1997) Limited as Trustees of the AFM Holdings Pension Scheme** ("the Lender")

### Witnesses and it is agreed and declared as follows:

1. The Company hereby covenants with the Lender that the Company will on demand in writing made to the Company pay or discharge to the Lender all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Lender by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Lender may charge in respect of any of the matters aforesaid.
2. The Company with limited title guarantee hereby charges by way of legal security ALL THAT the assets referred to in the schedule hereto ("the Secured Property") with the payment or discharge of all monies and liabilities here covenanted to be paid or discharged by the Company.
3. A demand for payment or any other demand or notice under this security may be made or given by any of the Trustees of the Scheme by letter addressed to the Company and sent by post to or left at the last known place of business or abode of the Company or at the option of the Lender at the Company's registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. The statutory power of sale shall arise on and be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the monies hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.
5. (a) At any time after the Lender shall have demanded payment of any monies hereby secured or if requested by the Company the Lender may appoint by writing any person or persons (whether a Trustee of the Scheme or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Secured Property.  
  
(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this charge or otherwise to be done by the Receiver may be done by any one or more of them unless the Lender shall in such appointment specify to the contrary.

- (c) The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (d) The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Company or otherwise to do the following things namely:-
  - (i) To take possession of collect and get in all or any part of the Secured Property and for that purpose to take any proceedings as he shall think fit;
  - (ii) To raise money from the Lender or others on the security of the Secured Property or otherwise.
  - (iii) To make any arrangement or compromise which the Lender or he shall think fit;
  - (iv) To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

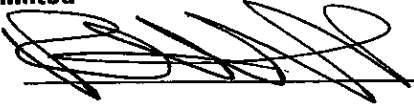
- 6. The Company hereby covenants with the Lender that the Company during the continuance of this security will keep all assets now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Lender may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Lender in writing from time to time and if so required by the Lender in the joint names of the Company and the Lender and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Lender the policies of such insurance and the receipts for such payments and will keep all assets now or for the time being subject to this security in good repair.
- 7. All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said assets or any part thereof (whether effected or maintained by the Company in pursuance of his obligation under the covenant in that behalf contained in clause 6 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Lender requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Lender in or towards payment of the monies for the time being hereby secured.
- 8. All costs charges and expenses incurred hereunder by the Lender and all other monies paid by the Lender or the Receiver in perfecting or otherwise in connection with this security or in respect of the Secured Property including (without prejudice to the generality of the foregoing) all monies expended by the Lender under clause 6 hereof and all costs of the Lender or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining

payment of the monies hereby secured or arising out of or in connection with the acts authorised by clause 5 hereof (and so that any taxation of the Lender's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the Secured Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may have or but for the said charge would have for the monies hereby secured or any part thereof.

9. The Lender shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Company by the Lender or on which the Company shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Lender in its absolute discretion shall think fit without releasing the Company or affecting the Company's liability under these presents or the security hereby created.
10. This security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any other documents which may have been made with the Lender prior to the execution hereof relating to the Secured Property or to any other property or any other security which the Lender may now or at any time hereafter hold in respect of the monies hereby secured or any of them or any part thereof respectively.
11. At any time after payment of the monies hereby secured has been demanded and any part thereof remains unpaid the Lender may demand that the Company remove and sell any chattels forming part of the Secured Property and the net proceeds of sale thereof shall be paid to the Lender on demand .
12. For the avoidance of doubt in the event of default of any payment of monies secured by this charge at no time shall title in the Secured Property pass to the Lender for the purpose of sale the net proceeds of which shall be payable by the Company to the Lender on demand.
13. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.
14. In these presents where the context so admits the expression "the Company" shall include persons deriving title under the Company or entitled to redeem this security and the expression "the Lender" shall include persons deriving title under the Lender and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

**In Witness** whereof the Company and the Lender have executed these presents as a deed the day and year first above written.

For and on behalf of **AFM (Holdings) Limited**

Director                      Signature:   
Name: PAUL MERRITT

Secretary                     Signature: P. Bass  
Name: PAUL BASS

SIGNED as a deed by  
**Diana Elizabeth Merritt**



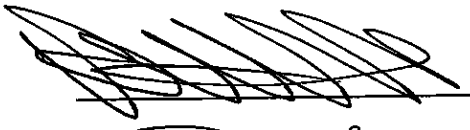
In the presence of

**Witness**  
Signature: 


Name: A. MCCRACKEN

Address 1 ANSTEEY PLACE  
BURGHFIELD COMMON  
READING BERKSHIRE RG7 3NR

SIGNED as a deed by  
**Paul David Merritt**



In the presence of

**Witness**  
Signature: 

Name: Miss Charlotte Powell

Address 4 Madeira House  
Madreia Road  
West Byfleet. KT14 6DL

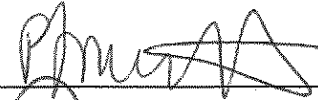
SIGNED as a deed by  
**Penny Jane Merritt**


In the presence of

**Witness**  
Signature:

Name:

Address

  
\_\_\_\_\_

  
\_\_\_\_\_

RICHARD WYLE  
\_\_\_\_\_

38 MIDDLE FARM PLACE  
\_\_\_\_\_

EFFINGHAM  
\_\_\_\_\_

SURREY KT24 5LA  
\_\_\_\_\_

For and on behalf of **Barnett Waddingham Trustees (1997) Limited**

Director

Signature:

Name:

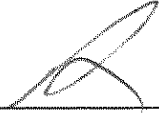
  
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TREVOR HARLEY  
\_\_\_\_\_

Director ~~Secretary~~

Signature:

Name:

  
\_\_\_\_\_

ANDREW HAGUE  
\_\_\_\_\_



## THE SCHEDULE

### The Secured Property

The assets referred to are set out below:-

| <b>Vehicle Type</b> | <b>Asset No</b> | <b>Date Valued</b> | <b>Cost</b> |
|---------------------|-----------------|--------------------|-------------|
| Peugeot Partner     | HV14XNA         | 10/06/2014         | £8,069.30   |
| Peugeot Partner     | HV14XNB         | 10/06/2014         | £8,069.30   |
| Peugeot Expert      | HV14XNH         | 19/06/2014         | £11,256.40  |
| Peugeot Partner     | HV14XNW         | 01/07/2014         | £7,939.15   |
| Peugeot Partner     | HV14XNY         | 01/07/2014         | £7,939.15   |
| Peugeot Expert      | LG64WTE         | 23/10/2014         | £11,580.00  |
| Peugeot Expert      | LG64WTF         | 23/10/2014         | £11,580.00  |
| Peugeot Partner     | HY64ARF         | 25/10/2014         | £7,678.17   |
| Peugeot Partner     | HY64ARU         | 25/10/2014         | £7,678.17   |