



Registration of a Charge

Company Name: **NEILL & BROWN (SHIPPING) LIMITED**

Company Number: **01431638**



Received for filing in Electronic Format on the: **26/04/2023**

XC29KFLC

Details of Charge

Date of creation: **26/04/2023**

Charge code: **0143 1638 0067**

Persons entitled: **JOHN CHARLES BROWN
PETER ATHOLL BROWN
COLIN MOODY
IAN STANLEY HALDER**

There are more than four persons entitled to the charge.

Brief description:

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW JACKSON SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1431638

Charge code: 0143 1638 0067

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2023 and created by NEILL & BROWN (SHIPPING) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2023 .

Given at Companies House, Cardiff on 27th April 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**

THIS BILL OF SALE made the

26th

day of

April

2023

between NEILL & BROWN (SHIPPING) LIMITED (RCN 01431638) of Overseas House, Livingstone Road, Hessle, HU13 0EG (the **Borrower**) and JOHN CHARLES BROWN, PETER ATHOLL BROWN, COLIN MOODY, IAN STANLEY HALDER and CARL ANDREW (the **General Trustees**) and XAFINITY PENSION TRUSTEES LIMITED whose registered office is at Phoenix House, 1 Station Hill, Reading, RG1 1NB (**Corporate Trustee**), the General Trustees and the Corporate Trustee being together the trustees of the NEILL & BROWN GROUP DIRECTORS PENSION SCHEME (the **Lender**) witness that in consideration of the sum of two hundred and fourteen thousand pounds (£214,000) now paid to the Borrower by the Lender receipt of which the Borrower acknowledges the Borrower assigns to the Lender, its administrators and assigns all and singular the several chattels and things specifically described in the annexed schedule (the **Goods**) by way of security for the payment of the said sum and interest at the rate of 7.24% a year together two hundred and fifty-five thousand seven hundred and three pounds and eighty pence (£255,703.80) (the **Principal Sum**).

AND the Borrower further agrees and declares as follows:

1. Payment

The Borrower shall pay to the Lender the Principal Sum by 60 monthly payments of four thousand two hundred and sixty-one pounds and seventy-three pence (£4,261.73) the first of such payments shall be made on 25/05/ 2023 and each subsequent payment is to be made on the 25th day of each succeeding month together with interest on each instalment at the specified rate. In default of payment of any instalment, the Borrower will pay interest on the amount of the unpaid instalment at the specified rate from the date when that instalment became due until it is paid.

2. Insurance

The Borrower shall at all times during the continuance of this security:

- 2.1 keep the Goods insured against loss or damage by fire and all other risks usually covered by a comprehensive policy on commercial vehicles with a reputable insurer for the full market value in the joint names of itself and the Lender;
- 2.2 pay all premiums necessary to effect and keep up such insurance; and
- 2.3 on demand in writing produce and if required deliver to the Lender the policy or policies of such insurance and the receipt for every such payment,

in default of any or all of which at any time, the Lender shall be entitled (but not obliged) to insure and keep insured the Goods. The costs and expenses incurred by the Lender for this purpose, together with interest on them at the rate of 7.24% a year shall on demand be repaid to him by the Borrower, and until such repayment shall be a charge upon the Goods.

3. Rent and receipts

The Borrower shall at all times during the continuance of this security:

- 3.1 pay the rent, rates and taxes in respect of the premises upon or in which the Goods may be for the time being;
- 3.2 keep the Goods from being distrained for rent, rates or taxes or from being taken under any execution; and
- 3.3 on demand in writing produce to the Lender or it's authorised agents the receipts for such rent, rates and taxes.

The Lender shall be entitled (but not obliged) to pay and discharge all rent, rates, taxes assessments and outgoings that at any time during the subsistence of the security may be or become due, assessed or payable in respect of the premises upon or in which for the time being the Goods may be. All the costs and expenses thereby incurred by the Lender, together with interest on them at the said rate shall be repaid to it by the Borrower on demand, and until such repayment shall be a charge upon the Goods.

4. Not to allow execution etc. or to remove chattels without consent

The Borrower shall not:

- 4.1 permit or suffer any distress or execution to be levied upon the Goods or enter into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enter into administration or have a receiver appointed over all or any of its assets; or
- 4.2 without the prior consent in writing of the Lender, remove or permit the removal of the Goods from its possession and control.

5. Repair and replacement of chattels

The Borrower shall keep the Goods in good and substantial repair and condition and shall replace such of them as may be destroyed or worn out with other chattels of equal value, and any chattels so substituted shall be included in this security. The Lender shall be entitled (but not obliged) from time to time and at all reasonable times during the continuance of this security to enter on the premises where the Goods may for the time being be and to view and inspect the Goods and take inventories of them.

6. Seizure

If:

- 6.1 the Borrower defaults in payment of the Principal Sum or of any part of it or of the interest on it at the times appointed for payment respectively, or in the performance of any covenant or agreement contained in this Bill of Sale and necessary for maintaining this security;
- 6.2 the Borrower enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enters into administration or has a receiver appointed over all or any of its assets or suffers the Goods to be distrained for rent, rates or taxes;
- 6.3 the Borrower suffers the Goods to be removed from its possession and control;
- 6.4 if execution shall during the continuance of this security have been levied against the goods of the Borrower under any judgement at law,

then and in any such case the Lender its servants or agents shall be entitled, without previous notice to the Borrower, to seize and take possession of any of the Goods in whatever place or places they may happen to be.

7. Seizure and sale

If the Lender becomes entitled to seize the Goods, the Lender and/or its agents may enter and remain upon any premises where the Goods may be and if necessary break open doors and windows in order to obtain admission. After the expiration of 5 clear days from the day of seizure the Lender may sell the Goods by public auction or private contract on or off the premises and retain out of the proceeds of sale the expenses of the sale and so much of the Principal Sum as may then remain unpaid and the interest

then due and all costs and expenses the Lender may have incurred together with all payments he may have made pursuant to clauses 2 and 3 above, and the surplus (if any) shall be paid to the Borrower.

8. Proceeds of sale

The Lender shall be entitled out of the proceeds of any such sale to retain the Principal Sum or so much of it as may remain unpaid and the interest then due together with the sum charged upon the Goods under clauses 2 and 3 above and all other costs, charges payments and expenses incurred made or sustained in:

- 8.1 entering upon any premises;
- 8.2 discharging any distress execution or other encumbrance on the Goods or any of them;
- 8.3 seizing, taking, retaining and keeping possession of the Goods or any of them;
- 8.4 effecting the carriage removal warehousing valuing or sale including the cost of inventories catalogues and advertising of the Goods or any of them; and
- 8.5 maintaining and defending its rights and after payment of such principal money and interest and such costs charges payments expenses and incumbrances as described above shall pay over the surplus (if any) of the proceeds of such sale to the Borrower.

9. Defeasance of security on satisfaction

Upon payment by the Borrower of the Principal Sum and interest and the sums costs charges payments and expenses specified in clause 7 or 8 above, this security shall be void.

10. Further assurances

The Borrower and every other person claiming by or through the Borrower any interest in the Goods will at all times at the cost of the Borrower execute and do all such assurances and things as may be lawfully required by the Lender for further and better assuring the Goods to the Lender and for enabling it to obtain possession of them.

11. Definition

The expression "the Goods" includes all and any of the chattels assigned under this Bill of Sale.

12. Causes of seizure

PROVIDED ALWAYS that the chattels assigned shall not be liable to seizure or to be taken possession of by the Lender for any cause other than those specified in Section 7 of the Bills of Sale Act (1878) Amendment Act 1882.

IN WITNESS whereof the parties have executed this Deed and delivered the same the day and year first written

SCHEDULE

DAF XG530 FTP Climate pack XG+ (Vehicle NGDFTPXG530, Chassis Number XLRTGF5300G449249, Registration Number YX23NUJ)

DAF XG530 FTP XG Cab (Vehicle NGDFTPXG530, Chassis Number XLRTGF5300G449238, Registration Number YX23NVM)

EXECUTION

EXECUTED as a **DEED** by
NEILL & BROWN (SHIPPING) LIMITED
acting by PETER ATHOLL BROWN,
director and IAN STANLEY HALDER,
director

Director

.....
[Redacted Signature]

Director

.....
[Redacted Signature]