

1509834/23

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

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 WebFiling  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 for**  
You may not use this form to  
register a charge where the charge  
instrument. Use form MR01.

TUESDAY



A13 \*A8AA4FKO\*  
23/07/2019 #36  
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. **Do not send the original.**


<b>1</b>	<b>Company details</b>	0012 For official use
Company number	02077177	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	C.J. O'SHEA (PLANT HIRE) LIMITED	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 08 m 07 y 2019 ✓

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
	Please show the names of each of the persons, security agents or trustees entitled to the charge.
Name	AIB Group (UK) p.l.c. T/A Allied Irish Bank (GB) ✓
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below. <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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<b>4</b>	<b>Brief description</b>	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.	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.
Brief description			
<b>5</b>	<b>Other charge or fixed security</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	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.  <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	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.  <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b>	Please sign the form here.  Signature  X  X  This form must be signed by a person with an interest in the charge.	

# MR01

## 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	BRONAGH LYNCH
Company name	AIB GROUP (UK) PLC T/AS ALLIED
	IRISH BANK (GB)
Address	26
	FINSBURY SQUARE
Post town	LONDON
County/Region	
Postcode	E C 2 A 1 D S
Country	UNITED KINGDOM
DX	
Telephone	01895 270 434



### 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)



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

Company number: 2077177

Charge code: 0207 7177 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2019 and created by C.J. O'SHEA (PLANT HIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2019.

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Given at Companies House, Cardiff on 30th July 2019



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS MORTGAGE is made the 8<sup>th</sup> day of July Two Thousand and Nineteen between C. J. O'Shea (Plant Hire) Limited (Company Number: 02077177) whose registered office is at Granard Business Centre, Bunns Lane, Mill Hill, London, NW7 2DZ (hereinafter called "the Company") of the one part and AIB Group (UK) p.l.c. T/AS Allied Irish Bank (GB) of 26 Finsbury Square, London, EC2A 1DS (hereinafter called "the Lender") of the other part

WITNESSETH as follows:-

1. The Company covenants with the Lender to discharge on demand:-

(a) all present and future indebtedness of the Company to the Lender on any current or other account together with interest thereon at the rate hereinafter mentioned

(b) all other liabilities whatsoever of the Company to the Lender whether present future actual or contingent and whether incurred as principal or surety and

(c) all costs charges and expenses howsoever incurred by the Lender in relation to this Mortgage or such indebtedness or liabilities on a basis of full indemnity and to pay interest thereon day by day from demand until discharge in full (as well after as before any demand made or Judgement obtained hereunder) at the rate of 10% per annum.

2. The Company hereby charges by way of specific mortgage and with full title guarantee the goods referred to in the Schedule ("the Goods") by way of specific mortgage as a continuing security for the discharge by the Company to the Lender of the Company's liability under clause 1

3. (a) The Company will at all times during the continuance of this security keep the Goods in a good state of repair and in good working order and will keep the Goods insured against loss or damage by fire flood storm tempest explosion aircraft and such other risks as the Lender shall from time to time notify to the Company in its full value for the time being in the joint names of the Company and the Lender in such office or offices as the Lender shall require and will punctually pay all premiums necessary for the purpose of such insurance immediately on the same becoming due or within seven days thereafter and will forthwith on demand deliver to the Lender the policy or policies of such insurance and the receipt for every such payment and will apply all moneys which may be received by virtue of any such policy either in making good the loss or damage in respect of which the same may have been received or (if so required by notice given by the Lender not later than seven days after notice to the Lender of the receipt of such moneys without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by these presents) in discharge or reduction of the moneys hereby secured and if the Company shall at any time make default in keeping the property or any part thereof in repair or in effecting or keeping up the said insurance or delivering any policy or receipt to the Lender in accordance with the covenant hereinbefore contained the Lender shall be entitled to repair and keep in repair and proper working order the Goods or any part thereof (with power to enter upon the property on which the Goods are situated for that purpose) or may itself insure the Goods against such risks as it shall consider appropriate and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and together with interest thereon from the date of expenditure at the rate aforesaid shall be repaid by the Company to the Lender on demand

(b) If the Company has effected or shall hereafter effect any additional or other insurance in respect of the Goods the Company shall forthwith give to the Lender notice in writing thereof and shall if so required by the Lender pay to the Lender in reduction or satisfaction of any moneys for the time being secured hereunder all moneys received under any such insurance and the Company will at the request of the Lender execute all documents and do all things necessary to vest in the Lender its rights and interest in respect of such moneys so as to enable the Lender to obtain payment thereof on its behalf or in its name or otherwise

4. The Company shall not lease let on hire part with possession or otherwise dispose of the Goods without the consent in writing of the Lender

5. In the event of the Lender taking possession of the Goods the Lender shall not be liable for any loss or damage occasioned to the Company

6. The moneys owing upon this security shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 immediately on demand for payment being made by the Lender and in addition to all other protection afforded by statute every purchaser or other party dealing with the Lender shall be entitled and bound to assume without enquiry that some money is owing on the security hereof and that a demand therefor has been duly made hereunder and that the said money has accordingly become due

7. At any time after the Lender shall have demanded payment of the moneys owing upon this security the Lender may by writing under the hand of any duly authorised officer or agent for the time being of the Lender appoint any person or persons to be a receiver of the income of this security or any part thereof. A receiver so appointed shall be entitled to charge such reasonable amount for his remuneration as shall be agreed between the receiver and the Lender. The provisions of Section 109 of the Law of Property Act 1925 save sub-clauses (1) and (6) thereof shall apply to the appointment of such receiver

8. The Lender shall become entitled to exercise the power of sale conferred on mortgagees by statute in case all moneys hereby secured shall not be completely discharged within one month after such moneys shall have become or shall be deemed to have become due and the restrictions contained in Section 103 of the Law of Property Act 1925 shall not apply to this security

9. Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage nor shall any security held by the Lender in respect of any liability of the Company be released until the liability of the Company to the Lender under this Mortgage has been discharged

10. A demand and Notice under this Mortgage shall be made in writing signed by an officer or agent of the Lender. Such demand or notice may be addressed to the Company by name at its address last known to the Lender and a demand or notice so addressed and posted shall be deemed to have been received by the Company and will be effective 48 hours after it has been posted

11. The Company hereby irrevocably appoints the Lender to be its attorney and to execute and do in its name or otherwise all such deeds acts and things as may be expedient for effectually exercising any of the powers conferred on the Lender by this Deed

12. Unless demand or notice has been made hereunder this Mortgage shall cease to have effect in all respects thirty months from the date hereof.

13. SCHEDULE

<b>Goods:</b>	<b>Value:</b>	<b>Advance:</b>
1 x 2018 Atlas Copco XAS138. Serial: YA306444APP553523	£17,500.00	£12,250.00
1 x 2018 Brendon Powerwasher BBW30KLN + ES Chassis No.: 9699362 Vin No.: SFYBB100018006430	£4,841.75	£3,389.23
1 x 2018 Brendon Powerwasher BBW30KLN + ES Chassis No.: 50802024 Vin No.: SFYBB100018006433	£4,841.75	£3,389.23
1 x 2018 Concrete Skip 1034c.14 With Lift Beam, Spring Retract. Horizontal Shape Serial No.: A054914	£2,120.00	£1,484.00
1 x 2019 2140 Litre U.N Approved Bunded Diesel Site Bowser C/W Hand Pump. Serial No.: 25067	£2,740.00	£1,918.00
1 x 2019 2140 Litre U.N Approved Bunded Diesel Site Bowser C/W Hand Pump. Serial No.: 25068	£2,740.00	£1,918.00
Various Scaffolding, Formwork, Small & Unserailsed Plant, Equipment & Tools	£931,761.38	£652,232.99
<b>Totals:</b>	<b>£966,544.88</b>	<b>£676,581.45</b>



Please be aware that the content of this document will be submitted for registration at Companies House and will be available for public inspection.

IN WITNESS whereof this Mortgage has been executed as a Deed by the Company

Executed as a Deed by C J O'Shea (Plant Hire) Limited

Acting by:

RORY O'CONNOR

And JAMES McMillon

Director

Director / Company  
Secretary

SIGNED BY:

For and on behalf of  
AIB Group (UK) p.l.c.

Beneas Lynel

In the presence of:

We certify that, save for material redacted pursuant to s.G859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signature:   
Name: EMMA MCGILL

Rank: BUSINESS MANAGER Date: 22/07/19

For and on behalf of AIB Group (UK) Plc