

MR01

Particulars of a charge



Companies House

200157/23



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A fee is be payable w
Please see 'How to pay'

TUESDAY



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19/01/2021

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COMPANIES HOUSE

☒ **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 for
register a charge where
instrument. Use form M.

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.**

1 Company details

Company number S C 0 3 6 3 8 6

Company name in full ARNOLD CLARK AUTOMOBILES LIMITED

For official use 5

→ **Filling 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 d 3 d 1 m 1 m 2 y 2 y 0 y 2 y 0

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 BMW FINANCIAL SERVICES (GB) LIMITED

Name

Name

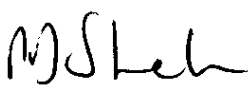
Name

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.

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Particulars of a charge

4	Brief description 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. Brief description	ALL AND ANY MONIES WHICH FROM TIME TO TIME NOW OR IN THE FUTURE MAY BE OR BECOME DUE AND PAYABLE BY BMW (UK) LTD TO THE BORROWER ON THE REFUND OR REPAYMENT OF ANY DEPOSITS PAID BY OR AT THE DIRECTION OF THE BORROWER TO BMW (UK) LTD ON THE SUPPLY BY BMW (UK) LTD OF MOTOR VEHICLES ON A CONSIGNMENT BASIS TO THE BORROWER.	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.
5	Other charge or fixed security 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	Trustee statement ^① 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"/>		① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.		

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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	PAUL SHELTON
Company name	BMW FINANCIAL SERVICES
	(GB) LTD
Address	SUMMIT ONE
	SUMMIT AVENUE
Post town	FARNBOROUGH
County/Region	HAMPSHIRE
Postcode	G U 1 4 0 F B
Country	ENGLAND
DX	
Telephone	01252 923051



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 36386

Charge code: SC03 6386 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st December 2020 and created by ARNOLD CLARK AUTOMOBILES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2021.

Given at Companies House, Edinburgh on 19th January 2021



Companies House



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

I certify that this is a true and exact copy of the original document
For and on behalf of BMW Financial Services (GB) Ltd
M. St. L.

THIS DEED OF ASSIGNMENT is made this 31 day of December 2020

BETWEEN

- (1) **ARNOLD CLARK AUTOMOBILES LIMITED** whose registered office is at 454 Hillington Road, Glasgow, G52 4FH ("the Borrower");

And;

- (2) **BMW FINANCIAL SERVICES (GB) LIMITED** whose registered office is at Summit One, Summit Avenue, Farnborough, Hampshire GU14 0FB ("BMWFS").

In consideration of BMWFS making loans to the Borrower from time to time:

1. The Borrower agrees to pay and discharge the Secured Liabilities (as defined in paragraph 9 below) when due and with full title guarantee assigns absolutely to BMWFS as a continuing security for the Secured Liabilities all of its right, title and interest in and to the Secured Assets (as defined in paragraph 9 below). When BMWFS is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full it shall, on the Borrower's written request and at the cost of the Borrower, take whatever action is necessary to re-assign those of the Secured Assets which are then outstanding and to release the security constituted by this Deed.
2. The security constituted by this Deed shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities but shall secure the ultimate balance of the Secured Liabilities. The Borrower irrevocably authorises BMWFS, at any time and from time to time and whether or not any of the Secured Liabilities has become due, to appropriate any sums that it may from time to time receive or recover in respect of the Secured Assets in or towards the settlement of the Secured Liabilities from time to time outstanding in such order as BMWFS sees fit and without prejudice to the right of BMWFS to recover from the Borrower any balance or shortfall.
3. The Borrower warrants that it is the absolute legal and beneficial owner of the Secured Assets in existence at the date of this Deed and will be so in respect of any future Secured Assets free and clear from any lien, charge, equity or encumbrance other than rights of set off in favour of BMW (as defined in paragraph 9 below) and undertakes that it shall not without the prior written consent of BMWFS create or permit to subsist any mortgage, charge or assignment in respect of the Secured Assets or otherwise deal with them other than in each case pursuant to this Deed.
4. The Borrower further covenants not to receive, compound or release any of Secured Assets nor without the consent of BMWFS to do anything whereby the recovery of any of them may be impeded, delayed or prevented.
5. It shall not be incumbent on BMWFS to take any steps or institute any proceedings for the recovery of any of the Secured Assets nor shall BMWFS be answerable for any loss arising from it having neglected to take any such steps or institute any such proceedings.
6. The Borrower irrevocably and by way of security appoints BMWFS (including any delegate or sub-delegate appointed by BMWFS) its attorney to do and execute in the name of the Borrower all acts and deeds, documents, legal and equitable mortgages or charges and any other things (including the giving of notice of this Deed to BMW) which are in the opinion of

BMWFS necessary or desirable in order to enable BMWFS to obtain the full benefit of this Deed and to collect and receive and give a good discharge and (if it seems expedient to BMWFS) to sue for and recover any of the Secured Assets. The Borrower ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this paragraph.

7. The Borrower will give notice to BMW on the date of this Deed substantially in the form of the Schedule to this Deed.
8. The rights of BMWFS under this Deed may be exercised as often as is necessary, are cumulative and not exclusive of any rights under the general law and may only be waived in writing and specifically and may be waived on any terms which BMWFS sees fit. BMWFS's rights and powers shall be deemed to have arisen and become exercisable on the date of this Deed. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.
9. In this Deed:

"BMW" means BMW (UK) Limited;


"Secured Assets" means all and any monies which from time to time now or in the future may be or become due and payable by BMW to the Borrower on the refund or repayment of any deposits paid by or at the direction of the Borrower to BMW on the supply by BMW of motor vehicles on a consignment basis to the Borrower; and

"Secured Liabilities" means all present and future obligations and liabilities whether actual or contingent of the Borrower to BMWFS (whether by way of principal, interest, costs or otherwise).
10. This Deed is governed by and shall be construed in accordance with English Law.

This Deed has been entered into on the date stated at the beginning of page 1.

SIGNED as a DEED by
ARNOLD CLARK AUTOMOBILES LIMITED

acting either by a Director and
its Secretary or by two Directors:

Signed 
Director


Director/Secretary

Names in Block Capitals

EDWARD HAWTHORNE

KENNETH MCLEAN

SCHEDULE

NOTICE TO BMW (UK) LIMITED

TO BMW (UK) Limited

Date: 31 December 2020

Dear Sirs

We give you notice that by a Deed of Assignment dated the same date as this Notice (and a copy of which we attach) we have assigned absolutely to BMW Financial Services (GB) Limited ("BMWFS") all of our right, title and interest to the repayment of any monies which may now or from time to time in the future be deposited with you (or paid to you by way of a part payment) by us or at our direction on the supply by you of motor vehicles on consignment terms to us ("the Deposits").

We acknowledge that our rights to repayment are subject to all rights of set off and withholding held by you.

We irrevocably and unconditionally instruct you that any payment, which may fail to be made by you to us in respect of the Deposits, shall be made by you direct to BMWFS without any reference to us. This instruction may only be revoked with the express written consent of BMWFS.

Yours faithfully,



Director
For and on Behalf of;
ARNOLD CLARK AUTOMOBILES LIMITED