



**Registration of a Charge**

Company Name: **AJ BELL (PP) TRUSTEES LIMITED**

Company Number: **03257389**



XB3QQUSA

Received for filing in Electronic Format on the: **10/05/2022**

**Details of Charge**

Date of creation: **06/05/2022**

Charge code: **0325 7389 1198**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **ALL AND WHOLE THE PROPERTY KNOWN AS 137-141 MARKET STREET, ST ANDREWS KY16 9PF. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

**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: **SHEELAGH COOLEY**



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

Company number: 3257389

Charge code: 0325 7389 1198

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2022 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2022 .

Given at Companies House, Cardiff on 12th May 2022

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**

## SIPP STANDARD SECURITY

Date.....

### STANDARD SECURITY

#### INSTRUMENT

by

- (1) AJ Bell (PP) Trustees Limited, incorporated under the Companies Acts (Registered Number 03257389) and having its registered office at 4 Exchange Quay, Salford Quays, Manchester M5 3EE and Derek William Stephen, residing at Whinstane, 26 Easter Belmont Road, Edinburgh as Trustees for and on behalf of the Trust ("**the Chargor**")

in favour of

- (2) Handelsbanken plc, which is registered in England and Wales with company number 11305395 and with its registered office at 3 Thomas More Square, London, E1W 1WY but with an address for service at 101 Barbirolli Square, Manchester M2 3BG ("**Bank**").

#### CONSIDERING THAT:-

- (i) the Bank has agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Bank this standard security.

#### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 In this Instrument:-

**"Burdened Property"** means ALL and WHOLE the property known as 133 and 135 Market Street, St Andrews KY16 9PF being the subjects forming 133, 135 and 137-141 Market Street, St Andrews registered in the Land Register of Scotland under Title Number FFE103364, under exception of the Security Subjects;

**"Lease"** means the lease of the Security Subjects between Retail Plus Property Partnership and H and M Hennes and Mauritz UK Limited registered in the Books of Council & Session on 28 October 2010 (as amended);

**"Person"** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

**"Plan"** means the plan of the Security Subjects annexed and signed as relative hereto;

**"Secured Liabilities"** means all present and future obligations and liabilities of the Chargor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank;

**"the Security Subjects"** means ALL and WHOLE the property known as 137-141 Market Street, St Andrews KY16 9PF being the subjects shown outlined red on the Plan (including the rooms over the pend tinted blue on the Plan, the solum level of which pend tinted blue forms part of the Burdened Property) and forming part and portion of the subjects forming 133, 135 and 137-141 Market Street, St Andrews registered in the Land Register of Scotland under Title Number FFE103364; Together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto; and

**"Trust"** means The Derek William Stephen Self Invested Personal Pension established by a Deed of Trust dated 8 January 2002 and supplemental deed dated 12 December 2002 (as amended, varied and/or replaced from time to time).

- 1.2 The expressions "**the Chargor**" and "**the Bank**" shall include the permitted successors, assignees and transferees of the Chargor and the Bank.

## **2 BOND**

The Chargor undertakes to the Bank that it will pay or discharge to the Bank all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

## **3 CHARGE**

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Bank over the Security Subjects.

## **4 STANDARD CONDITIONS**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply. And we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Bank and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Bank as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Bank) be applied at the option of the Bank either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Bank in such manner as the Bank may require.

## **5 NOTICE OF SUBSEQUENT CHARGE**

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Bank may open a new account or accounts in the name of the Chargor and, if or insofar as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Bank shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Bank at the time the notice was received.

## **6 APPLICATION OF ENFORCEMENT PROCEEDS**

6.1 All monies received by the Bank under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Bank under this Instrument, in the following order:-

6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Bank shall in its absolute discretion decide; and

6.1.2 secondly, any surplus shall be paid to the Chargor or any other Person entitled thereto.

6.2 Nothing contained in this Instrument shall limit the right of the Bank (and the Chargor acknowledges that the Bank is so entitled) if and for so long as the Bank, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

6.3 Any amount received under this Instrument by the Bank in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

## **7 LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary appearing in this Instrument it is expressly agreed and declared by the Chargor and the Bank that each and every liability undertaken under this Instrument shall be subject to the proviso that the Bank shall not be entitled to recover from the Chargor any amount under this Instrument in excess of the value of the assets of the Trust available to the Chargor as trustees of the Trust.

8 **GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

9 **WARRANTICE AND CONSENT TO REGISTRATION**

9.1 The Chargor hereby grants warrantice but excepting therefrom the Lease.

9.2 A certificate signed by any official, manager or equivalent account officer of the Bank shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows:-

SUBSCRIBED by AJ Bell (PP) Trustees Limited as trustee for the Derck William Stephen Self Invested Personal Pension

At SALFORD QUAYS on 24<sup>TH</sup> MARCH 2022  
MANCHESTER

by

Print Full Name

MARK BRIAN RIDLEY

Director

Print Full Name

RICHARD DANIEL MOORE

Director

SUBSCRIBED by Derek William Stephen as trustee for the Derek William Stephen Self Invested Personal Pension

At Edinburgh on 24 MARCH 2007

by Derek William Stephen  
Print Full Name

Trustee

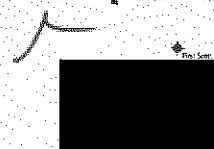
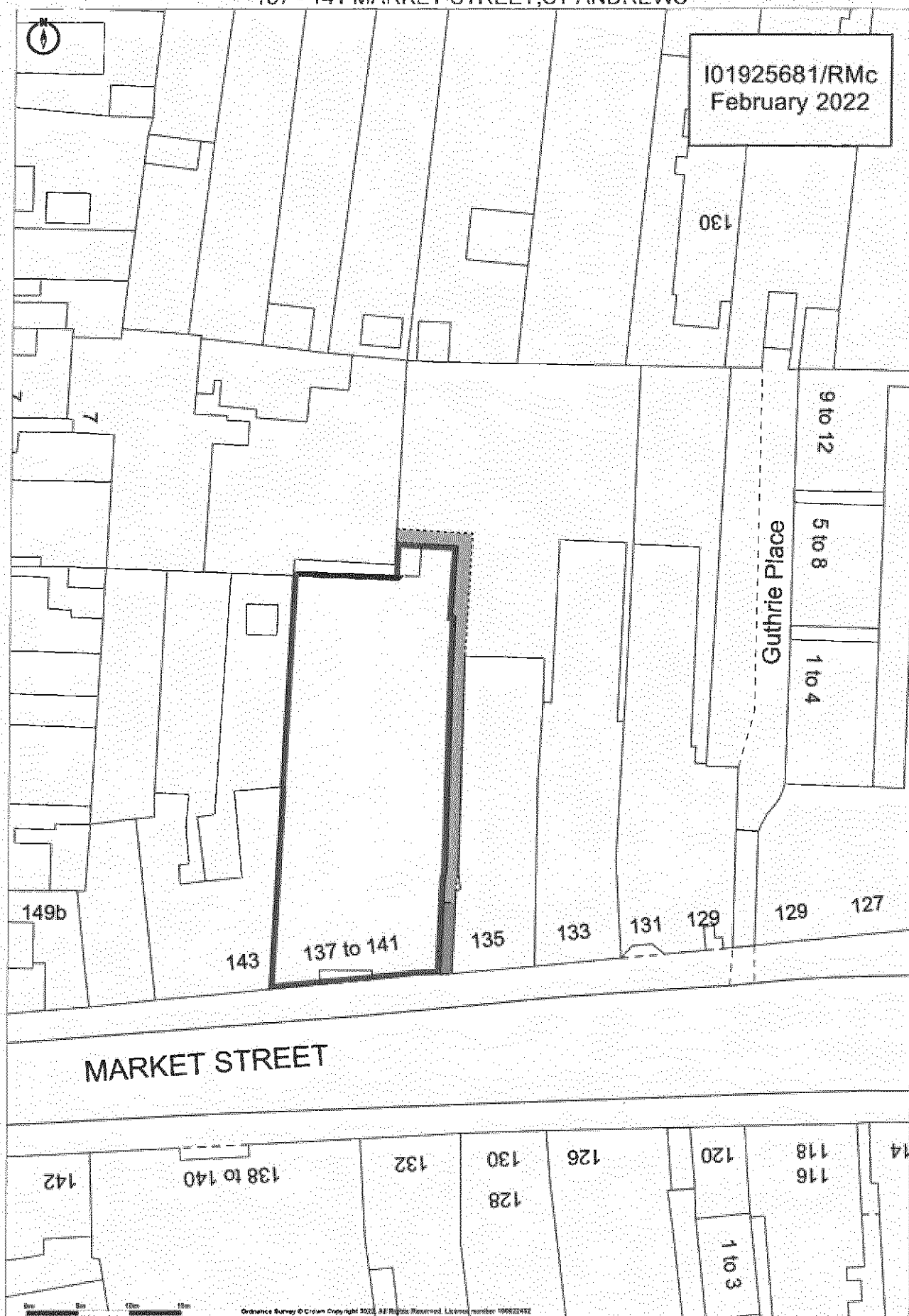
before this witness

Print Full Name SUZANNE PETTIT

Witness

Address

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY THE TRUSTEES OF  
 THE DEREK WILLIAM STEPHEN SIPP (AS BELL (P) TRUSTEES LIMITED AND DEREK WILLIAM  
 STEPHEN) IN FAVOUR OF HANDELSBANKEN PLC OVER 137-141 MARKET STREET, ST ANDREWS  
 137 - 141 MARKET STREET, ST ANDREWS



THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY THE TRUSTEES  
 OF THE DEREK WILLIAM STEPHEN SIPP (AT BELL (PD) TRUSTEES LIMITED AND DEREK WILLIAM  
 STEPHEN) IN FAVOUR OF WANDELSBANKEN PLC OVER 137-141 MARKET STREET, ST ANDREWS  
 137 - 141 MARKET STREET, ST ANDREWS

