



**Registration of a Charge**

Company name: **CHANCERY NOMINEES (DUNALASTAIR DATA 2) LIMITED**  
Company number: **07509770**

Received for Electronic Filing: **03/04/2017**



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**Details of Charge**

Date of creation: **29/03/2017**  
Charge code: **0750 9770 0004**  
Persons entitled: **HFD MANAGEMENT SERVICES LLP**  
Brief description: **ALL AND WHOLE THAT AREA OF GROUND LYING GENERALLY TO THE EAST OF YORK ROAD, CHAPELHALL, AIRDRIE BEING THE WHOLE OF THE SUBJECTS REGISTERED IN THE LAND REGISTER FOR SCOTLAND UNDER TITLE NUMBERS LAN209436 AND LAN209437**  
**Contains fixed charge(s).**  
**Contains negative pledge.**  
**Chargor acting as a bare trustee for the property.**

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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 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:

**PINSENT MASONS LLP**



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

Company number: 7509770

Charge code: 0750 9770 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2017 and created by CHANCERY NOMINEES (DUNALASTAIR DATA 2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2017 .

Given at Companies House, Cardiff on 4th April 2017

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 IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY THE BORROWER. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

#### **Definitions**

<b>Borrower:</b>	<b>CHANCERY NOMINEES (DUNALASTAIR DATA 2) LIMITED</b> , a company incorporated in England and Wales (registered number 07509770) and having its registered office at Valhalla House, 30 Ashby Road, Towcester, NN12 6PG, as nominee and trustee for the Members of the Dunalastair (Data 2) Development Syndicate
<b>Certificate:</b>	A certificate by an official or manager of the Lender
<b>Charged Assets:</b>	The Property and the Goodwill
<b>Consent:</b>	The prior written consent of the Lender which consent, if granted, may be so granted subject to such conditions as the Lender may see fit to impose
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by the Lender at any time in connection with the Property or the Indebtedness or in entering into the Standard Security or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with Interest from the date on which they are incurred
<b>Goodwill:</b>	The present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Borrower upon all or any part of, or in connection with, the Property
<b>Indebtedness:</b>	All sums of principal, Interest and Expenses which are now and which may at any time or in any currency become due to the Lender by the Borrower whether alone or jointly with another person and whether as principal or cautioner
<b>Insurance Proceeds:</b>	All rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security
<b>Interest:</b>	Interest at the rate charged to the Borrower by the Lender from time to time
<b>Lender:</b>	<b>HFD MANAGEMENT SERVICES LLP</b> , a limited liability partnership with registered number SO300527 and having

	its registered office at Phoenix House, Phoenix Crescent, Strathclyde Business Park, Bellshill, North Lanarkshire ML4 3NJ
<b>Moveables:</b>	Furniture, goods, equipment or other moveable property
<b>Property:</b>	ALL and WHOLE that area of ground lying generally to the east of York Road, Chapelhall, Airdrie being the whole of the subjects registered in the Land Register for Scotland under Title Numbers LAN209436 and LAN209437;
<b>Standard Conditions:</b>	The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being
<b>Standard Security:</b>	This standard security

## **1 Interpretation**

In the Standard Security

- 1.1 references to a numbered Clause without further amplification are references to the Clause so numbered,
- 1.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 1.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,
- 1.4 the expression "Lender" includes its successors and assignees, and
- 1.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.

## **2 Borrower's Undertaking**

The Borrower undertakes to pay to the Lender on demand the Indebtedness.

## **3 Limitation of Liability**

Notwithstanding any other provision of this Standard Security, the Borrower will have no obligation to meet any claim or liability for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Standard Security or any realisation, appropriation or application of the Property except to the extent that: (i) it can properly meet that claim or liability from the assets of the trust constituted amongst the parties comprising the Borrower ("the Trust"); and (ii) the assets of the Trust are from time to time sufficient for the purpose having regard to the claims of the members of the Borrower personally and other creditors of the Borrower properly payable from the Trust. The Lender shall be entitled to enforce and pursue the Borrower in respect

of the Indebtedness to the extent of the assets within the Trust and to the exclusion of the personal assets of any member of the Borrower.

#### **4 Charge**

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness, the Borrower grants a standard security in favour of the Lender over the Charged Assets.

#### **5 Application of Standard Conditions**

The Standard Conditions shall apply as varied in accordance with Clause 6.

#### **6 Variation of Standard Conditions**

The Standard Conditions shall be varied as follows:

##### **6.1 Insurance Cover**

The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

##### **6.2 Endorsement of Insurance Policy**

All policies of insurance affording cover in respect of the Property shall be disclosed to the Lender by the Borrower in order that they may be written or endorsed for the interest of the Lender and the Borrower as the Lender may require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

##### **6.3 Assignment of Insurance Proceeds**

The Borrower assigns its whole right, title and interest in and to the Insurance Proceeds to the Lender.

##### **6.4 Application of Insurance Proceeds**

All monies becoming payable under the policies of insurance referred to in Clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Lender so requires, in or towards the discharge of the Indebtedness.

##### **6.5 Restrictions on Dealings with the Property**

The Borrower shall not:

- 6.5.1 create or agree to create a subsequent security over the Charged Assets or any part of them or convey or otherwise transfer the Charged Assets or any part of them, or
- 6.5.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it, or
- 6.5.3 make an application for an improvement grant or other grant in respect of the Property or any part of it, or

- 6.5.4 create or agree to create any servitude or real burden over the Property or any part of it, or
- 6.5.5 accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it

without, in each case, obtaining Consent.

## **6.6 Moveables**

If the Lender shall enter into possession of the Property the Lender shall be entitled at the expense and risk of the Borrower to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Lender entering into possession; the Lender shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Lender shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Lender in connection with the sale.

## **7 Declarations**

### **7.1 Breach of Obligations**

If there shall be any breach of the obligations contained or referred to in the Standard Security the Lender shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Borrower, to withhold further banking facilities from the Borrower and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Lender by the Borrower or otherwise bearing to be payable by the Lender to the Borrower's order.

### **7.2 Notice of Subsequent Charge**

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Property the Lender may open a new account or accounts in the name of the Borrower and, if or in so far as the Lender 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 Borrower to the Lender shall, notwithstanding any instructions by the Borrower 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 Borrower to the Lender at the time when it received the notice.

### **7.3 Certificate**

The sums due by the Borrower to the Lender shall be conclusively ascertained by a Certificate except in the case of manifest error.

### **7.4 Arrangements with Others**

The Lender may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Borrower to the Lender under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

**7.5 Preservation of Lender's Claims Against Others**

If the Borrower is liable under the Standard Security for the debts of another person then:

- 7.5.1 the Borrower shall not in competition with or in priority to the Lender make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Lender in full,
- 7.5.2 the liability of the Borrower under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable, and
- 7.5.3 the Lender may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payment of such debts, the Lender may appropriate them towards such part or parts of the debts as it thinks fit.

**8 Warrandice**

The Borrower grants warrandice but excepting therefrom the Lease between the Borrower and HFD Data Management Services Limited dated 9 June 2014 and registered in the Books of Council and Session on 30 July 2014.

**9 Registration**

The Borrower consents to registration of the Standard Security and each and every Certificate for execution.

**10 Testing Clause**

IN WITNESS WHEREOF: This document comprising of this and the preceding four pages is executed as follows:

For and on behalf of the Borrower

signature of  
~~director/secretary/authorised signatory/witness~~

DAVID THOMPSON  
full name of above (print)

address of witness

signature of  
~~director/secretary~~

PETER NICHOLS  
full name of above (print)

17 March 2017  
date of signing

Blakesley, Towcester  
place of signing



