



Registration of a Charge

Company name: **J BENTLEY ESTATES LTD**

Company number: **10958696**



X9CPCF4X

Received for Electronic Filing: **02/09/2020**

Details of Charge

Date of creation: **24/08/2020**

Charge code: **1095 8696 0004**

Persons entitled: **HAMPDEN & CO. PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS ORMISTON HOUSE, LEYDEN ROAD, KIRKNEWTON, EH27 8DW BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID37463**

Contains negative pledge.

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:

SHEPHERD AND WEDDERBURN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10958696

Charge code: 1095 8696 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2020 and created by J BENTLEY ESTATES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2020 .

Given at Companies House, Cardiff on 3rd September 2020

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

Standard Security (Commercial) – Scots Law

IMPORTANT NOTICE

THIS IS AN IMPORTANT DOCUMENT. IF YOU SIGN THIS DOCUMENT, YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

PARTIES

- You:** J Bentley Estates Ltd, incorporated under the Companies Acts (Company Number 10958696) and having its registered office at c/o Wilkinson & Partners, Fairfax House, 6a Millfield Road, Cottingley Business Park, Bingley, West Yorkshire, England, BD16 1PY ("you")
- Us:** Hampden & Co. plc incorporated in Scotland under the Companies Acts (Registered Number SC386922) and having our registered office at 9 Charlotte Square, Edinburgh EH2 4DR ("we" or "us")
- Property:** Ormiston House, Leyden Road, Kirknewton, EH27 8DW described in the Schedule to this Standard Security and defined in Clause 1.1 of this Standard Security

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security, and in addition to the terms defined in the "PARTIES" section above, each of the following terms shall have the following meanings:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended.

"Agreement" means any overdraft, loan, contingent obligations or other agreement between you and us setting out the basis upon which we have made or will make a loan or other facility available to you, or any contingent obligation undertaken by you in our favour (such as a guarantee), and including any amendment to or variation or replacement of such agreement or contingent obligation.

"Base Rate" means The Bank of England's official Bank Rate (often referred to as the "Bank of England base rate") or, in the event that that rate ceases to exist, the nearest equivalent lending rate that we reasonably set.

"Interest" is an additional amount which you will be required to pay if you fail to pay any amount which you are required to under this Standard Security on its due date.

Your **"Obligations"** are all of your liabilities to us (whether present or future, actual or contingent upon the occurrence of a particular event, and whether incurred alone or jointly with another person) including without limitation all sums due and that become due by you to us under any Agreement.

An **"Overdue Amount"** is an amount which we have demanded that you pay under this Standard Security but which you have failed to pay.

"Property" means the property or properties described in Part 1 of the Schedule, including in each case all buildings and structures on that property or those properties.

A **"Regulated Agreement"** is a regulated credit agreement within the meaning of Article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

"Schedule" means the schedule annexed and signed as relative to this Standard Security, which schedule is incorporated into and forms part of this Standard Security.

"Security" is any standard security, mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignation in security, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

1.2 Interpretation

In this Standard Security:

- (a) references to **"you"** include references to any of your successors under this Standard Security and, if applicable, your executors and personal representatives whomsoever and if you are more than one person (including the partners of a partnership) then references to **"you"** are to such persons together and separately;
- (b) references to **"we"** and **"us"** include references to any of our successors and any permitted assignee or transferee of some or all of our rights and/or obligations under this Standard Security; [and]
- (c) references to the **"Property"** include any part of it [; and]
- (d) where the context requires or admits and, in particular, in Clauses 1.3(b), 5, 6, 14(b) and 15 of this Standard Security, references to **"you"** include the Trustees.]

1.3 The Exercise of Our Discretion

Where:

- (a) we have the right to take certain action;
- (b) we have the right to require you to take or not to take certain action;
- (c) something must be to our satisfaction or must be acceptable to us; or
- (d) a document must be in our preferred form,

then, unless otherwise specified, we will act reasonably. For example, we will be acting reasonably if:

- (i) we act as a prudent lender would; or
- (ii) we act in a way that will assist in the preservation of this Standard Security or our rights under it or, in our reasonable opinion, is likely to assist in that way.

2. PAYMENT OBLIGATION

2.1 Payment of Obligations

You will pay to us on demand all of your Obligations or, in relation to any Agreement, the amount of your Obligations arising in connection with that Agreement. We may not make any demand in respect of your Obligations until we are entitled to do so under any document evidencing your Obligations, including any Agreement.

2.2 Regulated Agreements

This Standard Security does not secure any amounts owed under a Regulated Agreement either on its own or by the combined effect of the agreement and this Standard Security, unless the Regulated Agreement specifically refers to this Standard Security.

3. CREATION OF SECURITY

In security of the payment of your Obligations, but subject to Clause 2.2 of this Standard Security, you hereby:

(a) grant a standard security in favour of us over:

- (i) the Property; and
- (ii) the goodwill, so far as heritable, of the business carried on from the Property;

The Standard Conditions specified in Schedule 3 to the Act and any lawful variation thereof operative for the time being shall apply and you [and the Trustees] agree that the said Standard Conditions shall be varied to the effect that the conditions set out in this Standard Security shall also apply; But the security hereby granted is subject to any standard security described in Part 2 of the Schedule and, subject as aforesaid, you jointly and severally grant warrandice but excepting therefrom any lease of the Property or any part of it described in Part 3 of the Schedule; and

(b) assign to and in favour of us (i) all rents and other monies receivable from any lease of the Property or any part of it described in Part 3 of the Schedule and any other lease granted in respect of the Property or any part of it and the proceeds of all claims and judgments for breach of obligation of the tenants under any such leases; and (ii) the proceeds of any insurance claim affecting the Property.

4. JOINT AND SEVERAL LIABILITY

(a) Where you are more than one person (including the partners of a partnership):

- (i) your obligations under this Standard Security are binding on each of you on a joint and several basis. This means that if any one of you does not comply with this Standard Security, we can take action against any or all of you alone or together for the whole of your Obligations. References to "you" and "your" in this Standard Security mean all or any of you;

- (ii) we may settle liability with any of you, or release any of you from liability, without releasing or reducing the liability of others; and
 - (iii) if this Standard Security, or any provision of it, is unenforceable against any of you, this will not affect the enforceability of this Standard Security in respect of any others.
- (b) Where you are a partnership, your liability will not be affected and this Standard Security will remain a continuing security if a partner leaves or joins the partnership, if the partnership dissolves, or if there is a change in the name or constitution of the partnership.

5. REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that:

- (a) you have full power and authority to enter into this Standard Security;
- (b) you have taken all necessary actions to authorise your entry into this Standard Security;
- (c) this Standard Security (and your performance of all your obligations set out in this Standard Security) does not and will not breach any law, regulation or official directive which applies to you, or any agreement to which you are a party;
- (d) this Standard Security is and will be valid, binding and enforceable in accordance with its terms;
- (e) you are the sole owner of the Property;
- (f) the Property is free from any Security other than the Security created by this Standard Security or any other Security created in our favour;
- (g) you have not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it;
- (h) nothing has arisen, has been created or is subsisting, that would constitute an overriding interest in the Property (an overriding interest is an interest that would come before our interests under this Standard Security); and
- (i) there are no burdens, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Property.

6. UNDERTAKINGS

6.1 Restriction on dealing

You will not without our prior written consent (and except as provided for in this Standard Security):

- (a) create or permit to exist any Security over or any trust interest affecting all or any part of the Property;

- (b) sell, transfer, assign, lease or otherwise dispose of or part with possession in any way of all or any part of the Property;
- (c) grant, or accept surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting;
- (d) part with or share possession or occupation of all or any part of the Property; or
- (e) in any way dispose of your interest in the Property.

6.2 Documents

Where we require you to do so, you shall deposit with us (and we shall be entitled to retain during the continuance of the security created by this Standard Security) all deeds and documents of title relating to the Property together with all policies of insurance and assurance relating to it or them.

6.3 Access

You shall permit us to inspect the Property at any time upon reasonable notice.

6.4 Insurance

(a) You shall:

- (i) maintain, with reputable independent insurance companies or underwriters, comprehensive insurances on and in relation to the Property for an amount of cover that would allow the Property to be completely rebuilt to its former condition (or such other insurance as we may otherwise request in writing from time to time); and
- (ii) pay all premiums and other money due and payable under all such insurances and provide evidence of payment promptly when we ask,

and if you do not comply with these requirements we may arrange for appropriate insurance at your expense and/or pay premiums or other monies due and payable (and, if we do so, then the amounts so paid shall form part of your Obligations).

- (b) To the extent that you receive the proceeds of any insurance of the Property directly, you shall hold those proceeds on trust for us and deal with those proceeds as we direct (which may, at our option, be to require you to apply the proceeds in making good the relevant loss or damage, or to reduce your Obligations); and
- (c) You shall ensure that our interest is noted on the policies in respect of such insurances or, at our request, ensure that such policies contain such other provisions for our protection as we may from time to time require. If we have a valid reason, for example there has been a change in practice, we may ask for cover as joint insured or co-insured on a composite basis.

6.5 Maintenance of the Property

You shall ensure that the Property and all buildings, plant, machinery, fixtures and fittings on the Property are in, and maintained in, good and substantial repair and condition and, as appropriate, in good working order.

6.6 Payment of outgoings

You shall pay all rents, rates, taxes, levies, assessments, impositions and other outgoings that may be imposed upon or payable in respect of the Property as and when they become payable. You shall provide evidence of payment promptly when we ask.

6.7 Compliance with planning laws

You shall comply in all respects with all planning laws, permissions, agreements and conditions which apply to the Property at any time.

6.8 Development

You will not, without our prior written consent:

- (a) make or allow to be made any application for planning permission in respect of the Property; or
- (b) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of the Property.

6.9 Rental income

If we ask you to do so, you shall pay all money you receive in respect of rental income and any other income attributable to the Property into an account with us as we may specify from time to time.

6.10 Leases

Where the Property is held by you under a lease, you shall:

- (a) observe and perform all obligations, conditions or agreements on your part which are contained in the lease(s) (and try your best to ensure that any relevant landlord under the lease(s) observes and performs all of its obligations);
- (b) notify us immediately if you receive any notice of intention to irritate the lease or if any proceedings are commenced for irritancy of the lease (or any superior lease) or the landlord (or any superior landlord) attempts to re-enter the Property under the provisions of the lease, and take such steps as we may require in relation to the notice or the proceedings.

6.11 Plant and machinery undertakings

Where the Property consists of commercial premises, you shall:

- (a) maintain all plant and machinery on the Property in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals,

handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

- (b) at your own expense, renew and replace any parts of the plant and machinery when it becomes obsolete, worn out or damaged with parts of a similar quality and of equal or greater value;
- (c) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the plant and machinery and, promptly when we ask, provide to us evidence of that payment.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 General

We may enforce this Standard Security if:

- (a) we demand payment of your Obligations under Clause 2.1 of this Standard Security or the relevant provisions of any Agreement and you do not pay us within 7 days of our demand;
- (b) you become subject to any sort of insolvency, bankruptcy or analogous proceedings or any step is taken in connection with the same;
- (c) you seriously or persistently breach any of your obligations under this Standard Security, or are in breach of a statutory provision which you are obliged to observe or perform, and you fail to remedy any such breach within 7 days of our giving you notice of the breach (or any longer period we allow); and/or
- (d) any Security is enforced in respect of any of your material assets.

8. POWERS ON ENFORCEMENT

8.1 General

At any time after this Standard Security has become enforceable we may call up this Standard Security and/or exercise any of the powers and remedies conferred on heritable creditors under and in terms of the Act (as varied or extended by this Standard Security) and all or any of the rights and powers conferred by this Standard Security. The remedies conferred on heritable creditors by the Act include:

- (a) selling the Property or any part of it;
- (b) entering into possession of the Property and receiving the rents of it or any part of it; and
- (c) granting leases of the Property or any part of it, subject to the restrictions contained in the Act.

8.2 Limitation on liability

- (a) We shall not be liable to account to you as a heritable creditor in possession in respect of the Property and shall not be liable to you for any loss or damage in connection with the Property arising from the exercise by us of all or any of the powers conferred by this Standard Security or the Act, save to the extent that such loss or damage is caused by our negligence.
- (b) We will not be liable to account to you for any money not actually received by us (except for money that is not so received as a result of our negligence).

8.3 Dealings with third parties

Any purchaser or third party dealing with us may assume that our powers have arisen and are exercisable without proof that demand has been made (but we will not deliberately avoid collecting amounts due).

8.4 Sale of belongings

- (a) You have 14 days after we enter into possession of the Property or you otherwise cease to be in possession of it to remove any belongings or goods that you have left in or upon the Property. If you do not remove your belongings within those 14 days, we shall be entitled at your expense and risk, without our being liable for any resulting loss or damage (save to the extent that such loss or damage is caused by our negligence):
 - (i) to sell your belongings or any of them, either separately or together with the Property (and, if sold with the Property, to apportion the total purchase price between the Property and your belongings);
 - (ii) to dispose of such belongings or any of them where we reasonably consider them to have little or no re-sale value taking into account the cost of sale; or
 - (iii) to store such belongings or any of them and pay the storage charges.
- (b) Any money which results from the sale of your belongings may be used by us to pay our costs, charges and expenses (including legal fees) incurred under this Clause 8.4 and we shall not be liable to account to you for such money until all the belongings have been sold, or those that have not been sold have been taken back into possession by you.

9. OUR POWERS

Without limiting our powers under the Act, but subject to it, we may:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any part of the Property in such manner and generally on such terms and conditions as we shall think fit;
- (b) sever any fixtures from the Property and/or sell them separately;

- (c) make and effect all repairs, renewals and improvements to the Property and effect, renew or increase insurances on such terms and against such risks as we shall think fit;
- (d) appoint managers, officers and agents for the above purposes at such remuneration as we may determine;
- (e) redeem any prior standard security or other encumbrance and settle and pass the accounts of the encumbrancer, and any accounts so settled and passed shall (subject to any obvious error) be conclusive and binding on you;
- (f) pay our proper administrative charges in respect of time spent by our agents and employees in dealing with the Property;
- (g) commence and/or complete any building operations upon the Property and apply for and obtain any planning permissions, building regulation consents or licences, in each case as we may in our absolute discretion think fit; and
- (h) do all such other acts and things as may be considered by us to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

10. APPLICATION OF PAYMENTS

- (a) We may apply any payments received for you to reduce any of your Obligations as we reasonably decide.
- (b) If we receive notice of any charge or other interest affecting the Property, we may suspend your account(s) and open a new account or accounts. Regardless of whether we suspend the account(s), any payments received by us after the date of the notice will be applied first to repay any of your Obligations arising after that date.

11. CONTINUING SECURITY

11.1 Continuing security

This Standard Security is and will remain a continuing security. This means that:

- (a) subject to Clause 2.2 of this Standard Security, it will continue to cover the ultimate balance of your Obligations to us regardless of any changes in the amount or the nature of your Obligations; and
- (b) it will not be affected by any change in your circumstances.

11.2 Separate and independent security

- (a) This Standard Security shall be treated separately from, and is in addition to, any other guarantee or security held by us now or in the future for your Obligations.
- (b) This Standard Security shall not prejudice any other security, guarantee or other rights we may have.

11.3 Immediate claim

We may make a claim against you under this Standard Security before we enforce any of our other rights or security or make a demand or claim payment under this Standard Security from any person.

12. INTEREST

- (a) Interest shall accrue on any Overdue Amount from (but not including) the date on which it fell due up to (and including) the date of actual payment.
- (b) Interest shall be calculated at an aggregate rate which is Base Rate plus ten per cent. (10%) per annum.
- (c) You will pay any Interest accruing under this Clause 12 immediately when we ask.
- (d) If you fail to pay Interest arising on an Overdue Amount when we ask, then we will charge compound interest. This means that we will add the amount of any unpaid Interest to become part of the Overdue Amount, and then Interest shall accrue on that combined amount. Any such compounding of Interest shall be done in accordance with our normal practices but the Interest will remain immediately due and payable.

13. COSTS AND EXPENSES

You shall pay or reimburse to us on demand all costs, charges and expenses (including legal fees) reasonably incurred or to be incurred by us in connection with:

- (a) the Property; and
- (b) the creation, registration, perfection, enforcement, exercising any right under, discharge, and/or assignation of this Standard Security (including, without limitation, the costs of any proceedings in relation to this Standard Security or your Obligations),

and these costs, charges and expenses shall form part of your Obligations.

14. PRESERVATION AND FURTHER ASSURANCE

- (a) This Standard Security is in addition to any other security for your Obligations held by us now or in the future.
- (b) When we ask, you will execute any deed or document, or take any other action required by us, in each case at your own cost, to perfect, to enhance or to enable us to enforce our security under this Standard Security.

15. POWER OF ATTORNEY

To give effect to this Standard Security and secure the exercise of any of our powers, you irrevocably appoint us to be your attorney (with full power to substitute another person to act as your attorney for us in our place and to delegate our power to another person) to do all the things you are able to do with the Property, and in your name to sign or execute any documents, deeds and other instruments, and take, continue or defend any proceedings.

16. RELEASE AND REINSTATEMENT

- (a) Subject to paragraph (b) below, if all of your Obligations have been irrevocably paid in full and we are not under any further actual or contingent liability to make any advance or provide other financial accommodation to you, we will (at your request and cost), execute and do all such reasonable acts as may be necessary to release the Property from the security constituted by this Standard Security.
- (b) If we consider in good faith that any amount received in payment or purported payment of your Obligations is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, your liability under this Standard Security and the security constituted by this Standard Security shall continue and such amount shall not be considered to have been irrevocably paid.

17. TRANSFERS AND DISCLOSURE

- (a) You may not allow any person to take over any of your rights and duties under this Standard Security.
- (b) We may allow any person (a "third party transferee") to take over any of our rights and duties under this Standard Security without your consent. If we do so, your rights and those duties will continue unchanged. We will only assign or transfer if, in our reasonable opinion:
 - (i) the third party transferee to whom we make the transfer is capable of performing our obligations under this Standard Security; and
 - (ii) the way in which you are treated under this Standard Security will not be affected in an important way by, or following, that transfer.
- (c) We may share information about you with a prospective third party transferee or its agent, or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any part of our rights and/or obligations to such transferee or the funding is actually provided.
- (d) Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Standard Security to a third party transferee, references in this Standard Security to "we", "us" and "our" shall be references to that third party transferee (for all or the relevant part, as applicable).

18. DEMANDS AND NOTICES

- (a) All consents, notices and demands delivered in connection with this Standard Security must be in writing and in English.
- (b) We may deliver a notice or demand to you at your registered office or at the contact details last known to us.
- (c) A notice or demand signed by one or more of our officials will be effective:
 - (i) if delivered personally, at the time of personal delivery;

- (ii) if made by fax, or scanned and sent with an email, at the time of sending if sent before 6.00 p.m. on a business day, or otherwise on the next business day;
- (iii) if sent to an address in the UK:
 - (1) two (2) business days after posting where sent by first class post; or
 - (2) four (4) business days after posting where sent by second class post; or
- (iv) if sent to an address outside the UK:
 - (1) six (6) business days after posting where sent to an address in Europe; or
 - (2) eight (8) business days after posting where sent to an address outside of Europe,

where sent by "International Standard" post.

For this purpose, a business day is a weekday other than a national holiday.

19. MISCELLANEOUS



- (a) Neither we nor you will lose any right under this Standard Security if we or you do not use that right or delay in using it. Using a right or part of one will not prevent us or you from using that right again or any other right. Except as provided in this Standard Security, no provision of this Standard Security will be taken to be waived, altered, modified or amended unless we otherwise agree with you in writing.
- (b) This Standard Security does not oblige us to take or not to take any action or to act in a particular way, unless the obligation is expressly set out in this Standard Security.
- (c) Each section of this Standard Security and separately numbered and/or lettered part of a section ("**provision**") shall be treated as a separate term, unless there is a reason under any law or regulation why it cannot be treated in that way.
- (d) To the extent that any provision of this Standard Security is or becomes invalid, illegal, unenforceable under, or contrary to, any applicable law, it will be given no effect and will be treated as not being included in this Standard Security, but without invalidating any of the remaining provisions of this Standard Security.
- (e) If we agree to release you from any of your commitments or make any arrangements with you about this Standard Security (including any amendments to it), it will only be binding if we confirm it in writing.
- (f) A certificate from us, acting reasonably and diligently, which confirms the amount of your Obligations or, if different having regard to Clause 2.2 of this Standard Security, the amount secured by this Standard Security, will be binding on you, unless there is an obvious error in such certificate.

20. LAW AND JURISDICTION


- (a) Scots law governs this Standard Security.
- (b) You agree that any legal proceedings relating to this Standard Security may only be dealt with by the courts of Scotland. However, this is for our benefit and we may take legal action against you in relation to this Standard Security in any other applicable jurisdiction.

Subscribed on behalf of the said J Bentley Estates Ltd

by


Juliet Ann Bentley (Director) 

and


Suzanne Addison (Director)

at Edinburgh

on 13/7/20

In the presence of


Witness 

Thomas Philip Harris

Full Name







Address

This is the Schedule referred to in the foregoing Standard Security by J Bentley Estates Ltd in favour of Hampden & Co. plc over Ormiston House, Leyden Road, Kirknewton, EH27 8DW

Part 1

The Property



All and Whole the subjects known as Ormiston House, Leyden Road, Kirknewton, EH27 8DW being the subjects registered in the Land Register of Scotland under Title Number MID37463

Part 2

Prior Security

Part 3

Leases


Juliet Ann Bentley

Suzanne Addison