

MR01

Particulars of a charge



Companies House

025500113

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to 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 there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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
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.**

WEDNESDAY



SCT

S4BOZFCI
15/07/2015
COMPANIES HOUSE

#103

1 Company details

Company number S C 0 0 5 3 2 3
Company name in full The Hibernian Football Club Limited

For official use
16

→ **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 0 8 0 7 2 0 1 5

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 Santander UK plc

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.

MR01

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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

N/A

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.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **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.

☒ **Yes**

☐ **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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



Gateley (Scotland) LLP

X

This form must be signed by a person with an interest in the 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 **Thomas Horton**

Company name **HBJ Gateley**

Address **Exchange Tower**

19 Canning Street

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 3 8 E H**

Country **Scotland**

DX **DX ED 27**

Telephone **0131 228 2400**

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

THE HIBERNIAN FOOTBALL CLUB LIMITED

TO

SANTANDER UK plc

CHARGE ON CASH DEPOSIT

Certified as a true copy of
the original subject to the
exclusion of personal
information permitted by
Section 859G of the
Companies Act 2006


Gateley (Scotland) LLP

BETWEEN

- (1) **THE HIBERNIAN FOOTBALL CLUB LIMITED** (Company No: SC005323) a company whose registered office is Easter Road Stadium, 12 Albion Place, Edinburgh EH7 5QG (the “**Depositor**”)

and

- (2) **SANTANDER UK** plc whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service is at Corporate Advances Branch, Bootle, Merseyside L30 4GB (hereinafter called "**the Bank**" which expression shall include its successors in title and assigns)

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge (unless the context otherwise requires):

- 1.1.1.1 **“Secured Liabilities”** means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Depositor to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Depositor's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills exchanged, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest, commission, fees and legal and other costs, charges and expenses (on a full indemnity basis) charged or incurred by the Bank and including those arising from the Bank perfecting or enforcing (or attempting to enforce) this Charge or any other security (and its rights thereunder) held by the Bank from time to time.

- 1.1.2 **“Deposit”** means the sum of £6,000.00 (SIX THOUSAND POUNDS STERLING), held in account “[REDACTED]” (account number [REDACTED] sort code [REDACTED]) which expression shall include any other sum or sums which are from time to time deposited by the Depositor with the Bank at any office of the Bank and whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited or otherwise, together with all interest accruing from time to time in respect of it or them).

1.2 Interpretation

- 1.2.1 If two or more persons are included in the expression “the Depositor” then the use in this Charge of the word “the Depositor” shall be deemed to refer to

such persons both together and separately and the obligations and liabilities of such persons under this Charge shall be joint and several.

1.2.2 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa.

1.2.3 Clause and sub-clause headings are inserted for convenience only and shall not affect the interpretation of this Charge.

2. **DEPOSIT**

The Depositor has deposited (or agreed to deposit) the Deposit with the Bank at its office at Bridle Road, Bootle, L30 4GB.

3. **CHARGE**

3.1 **First Fixed Charge**

In consideration of the Bank making available, or continuing to make available, banking facilities or any other banking accommodation whatsoever to the Depositor, the Depositor with full title guarantee hereby charges the Deposit by way of first fixed charge in favour of the Bank as continuing security for the repayment and satisfaction on demand of all Secured Liabilities.

3.2 **Not to withdraw Deposit without consent**

So long as the Depositor has any actual or contingent liability to the Bank in respect of the Secured Liabilities, the Depositor shall not be entitled, except with the prior written consent of the Bank, to withdraw the whole or any part of the Deposit.

3.3 **Continuing Security**

The charge hereby created shall:

3.3.1 be a continuing security notwithstanding any intermediate payment or settlement of account;

3.3.2 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Depositor in respect of any Secured Liabilities nor by any legal limitation or lack of any borrowing powers of the Depositor in any matter in respect of any Secured Liabilities or by any other fact or circumstance (whether known or not to the Depositor or the Bank) as a result of which any Secured Liabilities may be rendered illegal, void or unenforceable by the Bank;

3.3.3 remain binding on the Depositor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Bank or the assets of the Bank and for this purpose this Charge and all rights conferred on the Bank hereunder may be assigned or transferred by the Bank accordingly; and

3.3.4 be additional and without prejudice to any other security which the Bank may hold from time to time.

4. **REPRESENTATION AND WARRANTY**

The Depositor represents and warrants that he is the sole and beneficial owner of the Deposit now subject to, or which at any time after this date may become subject to, the charge constituted by this Charge and that the rights of the Depositor in respect of the Deposit are free from any mortgage, lien or any other encumbrance or security agreement or security interest of any kind and the Depositor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Charge it will not, with the exception of the security constituted by this Charge, create, attempt to create, or permit to subsist any such mortgage, lien or any other encumbrance or security agreement or security interest on or over the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

5. **BANK'S POWERS**

The Bank is irrevocably authorised, without prior notice to the Depositor, at any time or times without restriction:

- 5.1 to appropriate and apply the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Secured Liabilities;
- 5.2 for the purposes of any such appropriation and application, to convert the whole or any part or parts of the Deposit, at the expense of the Depositor, into any currency other than that in which the same is or are then held by the Bank and any risk or loss arising from the conversion of any amount from one currency to another (or from any fluctuation in exchange rates) shall be borne by the Depositor.

6. **DEPOSIT FOR FIXED PERIOD**

The provisions of sub-clause 3.2 and clause 5 above shall apply notwithstanding that the Deposit or any part or parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired.

7. **CERTIFICATION**

A certificate by a duly authorised officer of the Bank as to the amount of any Secured Liabilities or of any credit balance on any of the Depositor's accounts with the Bank at any time shall (save in the case of manifest error) be conclusive.

8. **BANK'S POWER TO OPEN NEW ACCOUNT**

If the Bank receives, or is deemed to be affected by, notice (actual or constructive) of any subsequent charge or other interest affecting the Deposit or if the continuing nature of the charge hereby created is determined for any reason, the Bank may open a new account or accounts in the name of the Depositor but, whether or not it does, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice or at the time of determination (as the case may be) and from that time all payments made to the Bank shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount of the Secured Liabilities secured by this Charge.

9. **POWER OF ATTORNEY**

By way of security, the Depositor irrevocably appoints each of the Bank or any person nominated in writing under the hand of any officer of the Bank as the

Depositor's attorney, in its name and on its behalf, for the purpose of perfecting and/or enforcing the security created by this Charge, to do in the name and on behalf of the Depositor all such acts and execute all such documents which the Depositor itself could do or execute in relation to the Deposit or any matters dealt with in this Charge.

10. **CHANGE IN CONSTITUTION OF THE DEPOSITOR**

If the Depositor is a partnership or a firm or a company or the Depositor's liability under this Charge shall be a joint liability with any other person, firm or company, this security shall remain in full force and effect notwithstanding any change in the constitution or membership of such partnership, firm, company or person.

11. **DECLARATION**

The Depositor hereby certifies that (where it is constituted as a company or corporation) the charge hereby created does not contravene any of the provisions of its rules or memorandum and articles of association (as the case may be) or other constitutional documents and has been executed in accordance therewith by persons duly authorised for such purposes.

12. **SEVERABILITY**

If a provision of this Charge is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Charge.

13. **COSTS**

13.1 The Depositor shall pay to the Bank on demand all costs, expenses (including legal fees) and duties suffered or incurred by the Bank in the negotiation, preparation, completion and enforcement of this Charge or otherwise in respect of the Deposit.

13.2 The Depositor shall indemnify the Bank on demand against all other costs, losses, liabilities and damage suffered or incurred by the Bank in respect of the Deposit and the exercise of any of its rights or the performance of its obligations in respect of the Deposit.

14. **GOVERNING LAW AND JURISDICTION**

This Charge shall be governed by and construed in accordance with Scots law and the parties hereto irrevocably submit to the jurisdiction of the Scottish Courts.

15. **DEMANDS**

15.1 Any demand made or notice given by the Bank under this Charge shall be in writing signed by any of its officers and may be served if delivered personally or sent by first class pre-paid post or facsimile transmission to the Depositor at the Depositor's address last known to the Bank or as notified by the Depositor to the Bank in writing for such purpose.

15.2 Any demand or notice shall be deemed to have been received by the Depositor 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (if sent by facsimile transmission and received by the Depositor but provided that it is legible and complete).

16. **REGULATED CONSUMER CREDIT AGREEMENTS**

This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Depositor and the Bank.

IN WITNESS WHEREOF these presents consisting of this and the preceding four pages are subscribed as follows:

Subscribed for and on behalf of THE HIBERNIAN FOOTBALL CLUB LIMITED as undernoted:-

Witness

Full Name

GRFIE MOIR MUIR

Authorised Signatory

Address

At: *EASTEN ROAD STADIUM*

On: *8 JULY 2015*

Board Approval

I hereby certify that the execution of this Legal Charge was approved by a resolution of the Board of Directors of the Depositor properly passed on (date) *1 JULY 2015*

Signed

..... (Secretary / Director)

Signed

..... (Secretary / Director)

Signed for and on behalf of the Bank by

A person authorised to act for that purpose



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5323

Charge code: SC00 5323 0016

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th July 2015 and created by THE HIBERNIAN FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2015.

Given at Companies House, Edinburgh on 22nd July 2015



Companies House



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