Registration of a Charge

Company name: ABERDEEN ASSOCIATION OF SOCIAL SERVICE

Company number: SC018487

Received for Electronic Filing: 08/06/2020



Details of Charge

Date of creation: 01/06/2020

Charge code: SC01 8487 0009

Persons entitled: BANK OF SCOTLAND PLC

Brief description: ALL AND WHOLE THE CADASTRAL UNIT ABN132920 RICHMONDHILL

HOUSE, RICHMONDHILL PLACE, ABERDEEN AB15 5EP EDGED RED ON THE CADASTRAL MAP BEING 1.03 HECTARES IN MEASUREMENT ON THE ORDNANCE MAP INCLUDING 1) RICHMONDHILL HOUSE, 18 RICHMONDHILL PLACE, ABERDEEN AB15 5EP, (2) MAISIE MUNRO CHILDREN'S DAY NURSERY, RICHMONDHILL PLACE, ABERDEEN AB15 5EP AND (3) FLATS 1-20 FORESTGAIT LODGE, RICHMONDHILL PLACE, ABERDEEN AB15 5FA, UNDER EXCEPTION OF THE AREA HATCHED IN BLUE ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE STANDARD SECURITY BY ABERDEEN ASSOCIATION OF SOCIAL SERVICE IN FAVOUR OF THE BANK OF SCOTLAND PLC.

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 THE ELECTRONIC COPY INSTRUMENT

DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION

IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: BLACKADDERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 18487

Charge code: SC01 8487 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st June 2020 and created by ABERDEEN ASSOCIATION OF SOCIAL SERVICE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2020.

Given at Companies House, Edinburgh on 9th June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





****** BANK OF SCOTLAND

STANDARD SECURITY

by

ABERDEEN ASSOCIATION OF SOCIAL SERVICE

in favour of

BANK OF SCOTLAND PLC

Property: (1) Richmondhill House, 18 Richmondhill Place, Aberdeen AB15 5EP, (2) Maisie Munro Children's Day Nursery, Richmondhill Place, Aberdeen AB15 5EP and (3) Flats 1-20 Forestgait Lodge, Richmondhill Place, Aberdeen AB15 5FA

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v 03/10

Active: 101651032 v 8

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this STANDARD SECURITY the words listed below have the following meanings:-

BoS:

BANK OF SCOTLAND PLC incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.

Borrower:

ABERDEEN ASSOCIATION OF SOCIAL SERVICE (trading as VSA), a registered Scottish Charity (SC012950) and a company incorporated under the Companies Acts and Limited by Guarantee with registered number SC018487 and having its Registered Office at 38 Castle Street, Aberdeen, AB11 5YU

Property:

(1) Richmondhill House, 18 Richmondhill Place, Aberdeen AB15 5EP, (2) Maisie Munro Children's Day Nursery, Richmondhill Place, Aberdeen AB15 5EP and (3) Flats 1-20 Forestgait Lodge, Richmondhill Place, Aberdeen AB15 5FA

as more fully described in Part 1 of the Schedule.

Part of Title Number: ABN132920

Deed of Conditions:

The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.

Schedule:

The Schedule in three Parts annexed and signed as part of this Standard Security.

Secured Liabilities: has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.

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- The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower, provided that notwithstanding the terms of the Deed of Conditions, the Company shall be entitled, without the consent of BoS, to (a) enter into, vary and terminate any short assured tenancy agreement, private residential tenancy agreement or other residential lease or occupational arrangement ("Residential Leases") in respect of that part of the Property comprising Flats 1-20 Forestgait Lodge, Richmondhill Place, Aberdeen AB15 5FA, ("the Flats") and (b) grant consent to any assignation, transfer or sub-letting in respect of any Residential Leases in respect of the Flats or any part thereof.
- 3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
- 4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply, provided that notwithstanding the terms of the foregoing Schedule to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and the Deed of Conditions, the Company shall be entitled, without the consent of BoS, to (a) enter into, vary and terminate the Residential Leases in respect of the Flats or any part thereof, and (b) grant consent to any assignation, transfer or sub-letting in respect of any Residential Leases in respect of the Flats or any part thereof.
- 5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
- 6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
- 7. The Borrower consents to the registration of this Standard Security for execution.
- 8. This Standard Security shall be governed by and construed in accordance with Scots law.
- 9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is The Mound, Edinburgh EH1 1YZ.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule and plan annexed hereto are executed by the Borrower as follows:-

SUBSCRIBED for and on behalf of the said

ICE by
buill side
Company Secretary
(Signature)
Secretary (Print Full Name)
2020

101651032_8 AS CLOCKA Active: 101651032 v 8 Schedule referred to in the foregoing Standard Security by Aberdeen Association of Social Service in favour of Bank of Scotland plc

PART 1

ALL and WHOLE the cadastral unit ABN132920 RICHMONDHILL HOUSE, RICHMONDHILL PLACE, ABERDEEN AB15 5EP edged red on the cadastral map being 1.03 hectares in measurement on the Ordnance Map including 1) Richmondhill House, 18 Richmondhill Place, Aberdeen AB15 5EP, (2) Maisie Munro Children's Day Nursery, Richmondhill Place, Aberdeen AB15 5EP and (3) Flats 1-20 Forestgait Lodge, Richmondhill Place, Aberdeen AB15 5FA, under exception of the area hatched in blue on the plan annexed and executed as relative hereto.

PART 2

NONE

PART 3

NONE

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This is the plan referred to in the foregoing standard security by Aberdeen Association of Social Service (frading as VSA) in favour of Bank of Scotland PLC

HALLIDAY FRASER MUNRO
CHARTERED ARCHITECTS • PLANNING CONSULTANTS
ABERDEN • BELFAST • DUNDEL • EDINBURGH • EEEDS • LONDON

0 10 20 30 40 50 100m

04-01-18 Amended to suit client comment.
Amended to suit client and solicitor commen

Development at 22 King's Gate, Aberdeen

Draft Purchase Plan

Scale: 1:1000 @ A3

Date: January 2018

Dwg No: 10573 L(00)01_C