



Registration of a Charge

Company name: **ABBAYFORD CARAVAN COMPANY (SCOTLAND) LIMITED**
Company number: **SC089169**



X9135G2A

Received for Electronic Filing: **18/03/2020**

Details of Charge

Date of creation: **17/03/2020**
Charge code: **SC08 9169 0002**
Persons entitled: **HSBC UK BANK PLC**
Brief description: **ELIE HOLIDAY PARK, SHELL BAY, ELIE AS DESCRIBED IN THE INSTRUMENT**
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: **JC FRASER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 89169

Charge code: SC08 9169 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th March 2020 and created by ABBEYFORD CARAVAN COMPANY (SCOTLAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2020 .

Given at Companies House, Edinburgh on 18th March 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

by

Abbeyford Caravan and Trailer Company Limited

in favour of

HSBC UK Bank plc

Property: Elie Holiday Park, Shell Bay, Elie

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Scottish Commercial Security Conditions (2018 edition).

- HSBC UK Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in this Standard Security. What this means is that both present and future debts, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or other liabilities are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Standard Security will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the Scottish Commercial Security Conditions contain other terms which affect you.

This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.

Bank reference: SC6712615836

STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

Bank: **HSBC UK BANK plc**, a company incorporated under the Companies Acts (Company Number 09928412) and having a place of business at Securities Processing Centre, P O Box 6304, Coventry CV3 9JY and its successors and assignees.

Borrower: **ABBEYFORD CARAVAN COMPANY (SCOTLAND) LIMITED**, a company incorporated under the Companies Acts (Company Number SC089169) and having its Registered Office at 67 Crossgate, Cupar, Fife, KY15 5AS

Proprietor: **ABBEYFORD CARAVAN AND TRAILER COMPANY LIMITED**, a company incorporated under the Companies Acts (Company Number 00863495) and having its Registered Office at Pensarn Industrial Estate, Pensarn, Abergele Conwy, North Wales, LL22 7PW.

Debt:

- (a) All money and liabilities whatever, whenever and however incurred, whether with or without the Proprietor's knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:
 - (i) overdrafts, personal and other loans or facilities and further advances of money;
 - (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
 - (iii) discount, commission and other lawful charges and expenses;
 - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.
- (b) Money agreed to be paid by the Proprietor under paragraph 14 of the Scottish Commercial Security Conditions.
- (c) Any amount due under paragraph 23 of the Scottish Commercial Security Conditions.

If there is more than one person named as Borrower, this Standard Security will secure the Debt of them together and each of them individually and all or any of them with any other person.

Plan The Plan annexed to this Standard Security

Property Elie Holiday Park, Shell Bay, Elie, KY9 1HB

as more fully described in Part 1 of the Schedule.

Schedule The Schedule (in three parts) annexed to this Standard Security.

Scottish Commercial Security Conditions: The Scottish Commercial Security Conditions (2018 edition) dated 27 June 2018 and registered in the Books of Council and Session on 29 June 2018 and any variation or extension of those Conditions. Words defined in the Scottish Commercial Security Conditions have the same meaning in this Standard Security.

1. The Borrower undertakes to pay and discharge the Debt of the Borrower to the Bank.
2. The Borrower and the Proprietor undertake to comply fully with the Scottish Commercial Security Conditions, the terms of which are incorporated into this Standard Security. The Borrower and the Proprietor acknowledge having received a copy of the Scottish Commercial Security Conditions.
3. The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Bank 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 Scottish Commercial Security Conditions, and any lawful variation thereof operative for the time being, shall apply.
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 Proprietor grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.
7. A certificate signed by any manager or officer of the Bank as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Borrower and the Proprietor.
8. The Borrower and the Proprietor consent to the registration of this Standard Security and of any certificate referred to above for execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding page and the Plan and the Schedule annexed are executed by the Borrower and the Proprietor as follows:

Subscribed for and on behalf of Abbeyford
Caravan Company (Scotland) Limited

By

[Redacted Signature]

~~*Authorised Signatory/Director/Company Secretary~~

KEVIN ROY LODGE

Full Name of Signatory (Please Print)

At CUPAR

On 5 MARCH 2020

Before

[Redacted Signature]

Witness (Signature)

FIONA NATHREEN BRADU

Witness Name (Please Print)

67 CROSSGATE

Witness Address

CUPAR FIFE KY15 5AS

*Please delete as applicable

Subscribed for and on behalf of Abbeyford
Caravan and Trailer Company Limited

By


 KEVIN ROY LODGE


~~*Authorised Signatory/Director/Company Secretary~~

Full Name of Signatory (Please Print)

At WPAK

On 5 MARCH 2020

Before


FIONA KATHREEN BRUCE
67 CROSSGATE
WPAK FIVE KMIS STS

Witness (Signature)

Witness Name (Please Print)

Witness Address

*Please delete as applicable

Please remember to sign the Schedule

This is the Schedule referred to in the foregoing Standard Security by Abbeyford Caravan and Trailer Company Limited in favour of HSBC UK Bank plc

PART 1

Description of the Property secured in favour of the Bank

ALL and WHOLE (First) PART and PORTION of ALL and WHOLE the farm and lands of Kinraig in the Parish of Elie and former County now Region of Fife described in and disposed by and delineated and coloured pink on the plan annexed and subscribed as relative to Disposition by George Ronald Auriol Murray-Gourlay of Kinraig in the County of Fife in favour of Mrs Margaret Simpson Gray Fraser or Mills dated the Eleventh day of July and recorded in the Division of the General Register of Sasines applicable to the County of Fife on the Twenty second day of August both months in the year Nineteen hundred and fifty five; Together with (One) the teinds of the said lands so far as the Proprietor has right thereto; (Two) the whole houses, buildings and erections thereon; (Three) all fittings and fixtures therein and thereon; (Four) the foreshore so far as the Proprietor as right thereto; (Five) the whole parts, pendicles and pertinents of and all rights and privileges attached to the said lands and others, with the whole mines, metals and minerals of whatever kind within and on the said lands with the exception of the coal and mines of coal vested in the National Coal Board by virtue of the Coal Industries Nationalisation Act 1946; (Six) free ish and entry by the existing roads and ways at present used for the purpose of access thereto; (Seven) the whole rights, privileges, conditions and others contained in the Disposition granted by the said George Ronald Auriol Murray-Gourlay in favour of Her Majesty's Principal Secretary of State for the War Department dated the Twenty night day of March and recorded in the said Division of the General Register of Sasines on the Fourteenth day of April, both months in the year Nineteen hundred and fifty five; (Eight) the whole rights, privileges, conditions and others contained in Disposition by Thomson Caravans Limited in favour of Sir Michael George Nairn, Baronet, dated Twenty seventh February and recorded in the said Division of the General Register of Sasines on Eighteenth March Nineteen hundred and Sixty Nine; (Nine) the whole rights, privileges, conditions and others contained in Disposition by Thomson Caravans Limited in favour of the Trustees for the The Golf House Club, Elie, dated Eleventh and recorded in the said Division of the General Register of Sasines on Nineteenth both days of September Nineteen hundred and Seventy Four; (Ten) the whole fishing, shooting and sporting rights appertaining to the said lands; and (Eleven) the Proprietor's whole right, title and interest in and to the Property; BUT ALWAYS EXCEPTING from the subjects hereinbefore (First) described (Primo) ALL and WHOLE those subjects and others situate in the said Parish and County foresaid more particularly (First), (Second) and (Third) described in and disposed by foresaid Disposition by Thomson Caravans Limited in favour of Sir Michael George Nairn, Baronet, dated and recorded as aforesaid, (Secundo) ALL and WHOLE that area or piece of ground lying in the said Parish and County foresaid more particularly described in, disposed by and delineated and coloured red on the plan annexed and executed as relative to foresaid Disposition by Thomson Caravans Limited in favour of the Trustees for The Golf House Club, Elie, dated and recorded as aforesaid; and (Tertio) ALL and WHOLE those fields or enclosures extending in all to Eighty four acres or thereby Imperial Standard Measure more particularly described in, disposed by and delineated and outlined in red on the plan annexed and executed as relative to Disposition by Mortonhall Park Limited in favour of Henry (otherwise Harry) Thomson and Peter Michael Thomson dated Eleventh June and

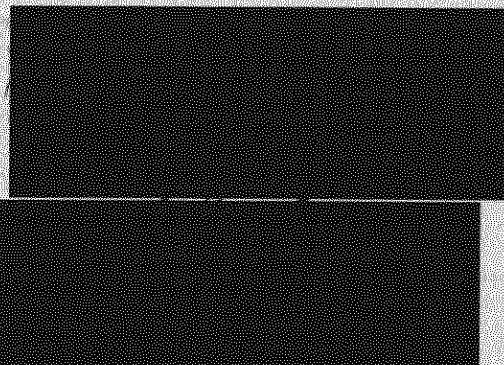
recorded in the said Division of the General Register of Sasines on Second October both in the year Nineteen hundred and Eighty One; and (Quatro) ALL and WHOLE those subjects situated in the said Parish and County aforesaid comprising PART and PORTION of the farm and lands of Kincaig in the Parish of Elie and former County now Region of Fife described in and disposed by the said Disposition by George Ronald Auriol Murray-Gourlay of Kincaig in the County of Fife in favour of Mrs Margaret Simpson Gray Fraser or Mills dated and recorded as aforesaid and comprising PART and PORTION of the subjects shown coloured in blue on the plan annexed and signed as relative hereto (the "Plan"); AND by way of inclusion and not exception (Second) ALL and WHOLE that area of ground extending to Twenty seven and one half acres or thereby Imperial Measure part of the Estate of Elie in the said County of Fife and comprising the subjects more particularly described in Disposition by the said Sir Michael George Nairn, Baronet, in favour of Thomson Caravans Limited dated the Tenth and recorded in the said Division of the General Register of Sasines on the Eighteenth both days of March Nineteen hundred and Sixty Nine; Together with (One) the heritable and irredeemable servitude rights of access and others more particularly specified in the last mentioned Disposition; (Two) the teinds, parsonage and vicarage of the said subjects hereby (Second) described; (Three) the pertinents, rights and privileges pertaining thereto; (Four) the whole mines, metals and minerals of whatever kind within and on the said last mentioned subjects so far as the Proprietor has right thereto; (Five) the shooting and sporting rights thereof so far as the Proprietor has right thereto; and (Six) the Proprietor's whole right, title and interest, present and future therein and thereto; which whole subjects (First) and (Second) hereby described are shown coloured in pink on the Plan.

PART 2

none

PART 3

none



	Registers of Scotland Plan Assistance Service	
Registers of Scotland reg-uk	Scale: 1:25,000 @A1	0 10 20 30 100 Metres
Ref: 902524079F	Site Location, Shell, Bag, Easter Grouse, Site, Leno XXX 148	Date: 09/05/2009
© Crown Copyright and Database Right 2009. All rights reserved. Ordnance Survey Licence Number 100041102.		

