



**Registration of a Charge**

Company Name: **MORHAM & BROTCHE LIMITED**

Company Number: **SC312800**



Received for filing in Electronic Format on the: **03/07/2023**

XC6YRET6

**Details of Charge**

Date of creation: **29/06/2023**

Charge code: **SC31 2800 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A FLOATING CHARGE OVER ALL ASSETS AND UNDERTAKING.**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **HSBC UK BANK PLC**



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

Company number: 312800

Charge code: SC31 2800 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th June 2023 and created by MORHAM & BROTHIE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2023 .

Given at Companies House, Edinburgh on 4th July 2023

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

## FLOATING CHARGE

This Floating Charge is delivered on 29/06 2023

**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT**

Key Floating Charge Details	
<b>You/Your</b>	Morham & Brothie Limited with registered number SC312800
<b>Us/We</b>	HSBC UK Bank plc, with registered number 09928412 or another entity that it transfers its rights and/or obligations under this Floating Charge to.
<b>Your assets that are secured</b>	By entering into this Floating Charge you are giving us security over all your assets.
<b>Your obligations to us that are secured</b>	You give us security under this Floating Charge for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Debt').

Bank reference: SC1694368920

**1. MEANING OF CERTAIN WORDS**

**1.1** The definitions in the Key Floating Charge Details table apply to the rest of this Floating Charge.

**1.2** In this Floating Charge:

- 1.2.1** a person includes a body corporate;
- 1.2.2** when we use the singular, that includes the plural and vice versa;
- 1.2.3** when we refer to a statute or section of a statute, that includes any modification or re-enactment of that statute;
- 1.2.4** a reference to the word 'including' or 'includes' means 'including without limitation';
- 1.2.5** when we use the term 'Charged Assets' we mean the whole property (including uncalled capital) which is or may be from time to time be comprised in your property and undertaking;
- 1.2.6** when we use the term 'this Floating Charge' we mean this floating charge;
- 1.2.7** when we use the term 'party' we mean a party to this Floating Charge;
- 1.2.8** when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies;
- 1.2.9** when we use the term 'LLP' we mean a limited liability partnership under the Limited Liability Partnerships Act 2000.

**2. WHAT YOU AGREE TO PAY US**

**2.1** You will pay us, on demand, the Debt.

**2.2** We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero), from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

**3. THE SECURITY YOU GIVE US**

**3.1** You give us as continuing security for the payment of the Debt, a floating charge over the whole property (including uncalled capital) which is or may be from time to time comprised in your property and undertaking.

**3.2** You will hold any Charged Asset on trust for us if the security over that asset is ineffective.

**3.3** Any security over any hedging or derivative contract under this Floating Charge, will be a charge and will only be over the net amount owed.

**3.4** Any fixed security granted by you at any time in favour of us shall rank in priority to this Floating Charge.

**4. WHAT YOU AGREE NOT TO DO**

**4.1** Unless we give you prior written consent, you will not:

- 4.1.1** create or allow any type of security to exist over any of your assets except any arising by operation of law and in the ordinary course of trading, any created in our favour and any expressly permitted in any other agreement between you and us;
- 4.1.2** deal with amounts due or owing to you except as expressly allowed in this Floating Charge; or

4.1.3 dispose, part with possession (except for the purpose of necessary repair or maintenance) or share use of any Charged Asset other than in the ordinary course of your business.

4.2 In the event that you create any fixed security or floating charge in breach of Clause 4.1 or with our consent but without a written agreement which confirms the ranking of any fixed security or floating charge with this Floating Charge, this Floating Charge shall rank in priority to that fixed security or floating charge.

## **5. YOUR OBLIGATIONS TO US**

5.1 Whilst this Floating Charge is in place you will:

### **Insurance**

5.1.1 keep your business and assets insured with a reputable insurer against risks that a business carrying on the same or similar business would usually insure against and send us copies of any policies and premium receipts if we ask for them. We may arrange such insurance at your expense if you don't.

5.1.2 make sure we are noted on your policies of insurance, or if we ask, make sure we are co-insured.

5.1.3 comply with all your obligations under the policies of insurance and tell us if you expect to make a claim.

5.1.4 hold any payment you receive under the policies of insurance on trust for us and, if we ask you to, you will use it to make good the relevant loss or damage or to reduce the Debt.

### **Assets**

5.1.5 keep the Charged Assets in good condition and you won't do, or fail to do, anything which in our reasonable opinion may adversely affect the value of the security taken under this Floating Charge or the value of the Charged Assets or our ability to enforce our rights relating to those Charged Assets.

### **Breaches by you**

5.1.6 tell us if you breach or are likely to breach any law or regulation affecting any Charged Asset.

5.1.7 tell us if you breach this Floating Charge or any other agreement between us or if there is any material litigation or similar proceedings which affect you or, if you are part of a wider group of entities, any of your group companies and/or LLPs.

### **Alterations**

5.1.8 unless we have given you our prior written consent, not:

- (a) pull down or remove the whole, or any part of, any building forming part of the land charged by this Floating Charge.
- (b) remove any of the fixtures or fittings on any land charged by this Floating Charge.
- (c) except to make necessary repairs, or to replace with a better replacement, remove any plant and machinery you use.

### **Your use of the Charged Assets**

5.1.9 comply with standards of good management appropriate for any trade or business you carry on on any land charged by this Floating Charge and any authorised planning use.

5.1.10 hold and comply with all authorisations you need for owning or using the Charged Assets.

5.1.11 tell us if you receive any communication from any public body or authority which affects any Charged Asset.

5.1.12 comply with any lease or other agreement which affects your use or possession of any Charged Assets.

5.1.13 pay all amounts due in respect of any asset charged by this Floating Charge when due.

**Development of land**

5.1.14 unless we have given you our prior written consent, not:

- (a) carry out or allow any development on any land charged by this Floating Charge.
- (b) change or allow a change of use of any land charged by this Floating Charge.
- (c) negotiate, settle or waive any claim for loss, damage or compensation affecting any land charged by this Floating Charge.
- (d) apply for any grant or do anything which may result in any land charged by this Floating Charge being subject to a statutory charge.

**Access**

5.1.15 if we ask you, confirm where any Charged Asset is.

5.1.16 give us, and any person we authorise, access at all reasonable times and on reasonable notice, to any records of yours related to any Charged Asset or the place it is held including to value it at your expense.

**Restrictions on registration and no proprietary interests**

5.1.17 unless we have given you our prior written consent, make sure that no person other than you will be registered as proprietor of any land charged by this Floating Charge.

5.1.18 ensure that, other than with our prior written consent, no person becomes entitled to a proprietary right or interest which may adversely affect the value of any land charged by this Floating Charge.

**How you will deal with book debts**

5.1.19 collect in and realise debts in the ordinary course of business and you won't use factoring or invoice discounting.

5.1.20 pay any amounts you receive in settlement of a debt or in connection with a Charged Asset into any account we tell you to (your current account with us if we don't) and if we tell you to you will only make withdrawals with our prior written consent and will hold any amounts you receive on trust before you pay them into that account.

**You will give us title documents**

5.1.21 if we ask you, deposit with us documents showing that you own the Charged Assets.

**Further assistance you will provide**

5.1.22 if we ask you, fully co-operate with us and do what we reasonably ask you to do:

- (a) in connection with:
  - (i) any interest conferred or intended to be conferred on us by; or
  - (ii) any of our rights, powers or remedies under, this Floating Charge.

(b) to create, perfect or protect any security intended to be created by this Floating Charge;

(c) to enable us to sell or dispose of any Charged Asset.

## **6. WHEN WE CAN ENFORCE THIS FLOATING CHARGE**

**6.1** This Floating Charge will become enforceable if any of these events occur:

**6.1.1** any of the Debt is not paid or discharged when due;

**6.1.2** you breach any of your obligations under this Floating Charge;

**6.1.3** you enter into, or seek to propose, any composition or voluntary arrangement with your creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;

**6.1.4** you are unable, or admit you are unable, to pay your debts as they fall due or you suspend, or threaten to suspend, payment of your debts;

**6.1.5** an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or the receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings of, or in respect of, you;

**6.1.6** any action is taken or any court order is made which adversely affects the whole or a material part of your assets;

**6.1.7** any event jeopardises all or any part of the security created by this Floating Charge;

**6.1.8** any other guarantee or security in favour of any member of the HSBC Group in respect of the Debt or any Charged Asset becomes enforceable;

**6.1.9** any other event occurs which has been agreed by you and us as an event which makes this Floating Charge enforceable.

## **7. OUR RIGHT OF APPROPRIATION**

**7.1** If the security created by this Floating Charge is a "security financial collateral arrangement" and the assets secured by this Floating Charge (the 'Secured Assets') are "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (the 'Regulations'), we will have the right at any time after this Floating Charge becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Debt.

**7.2** The value of the appropriated Secured Assets will be, if cash, the amount of cash appropriated and, if another type of security, determined by us by reference to any publicly available market price or by such other means as we (acting reasonably) may decide. You agree that any such determination by us will constitute a commercially reasonable valuation for the purposes of the Regulations.

## **8. OUR RIGHT TO APPOINT AN ADMINISTRATOR OR RECEIVER**

**8.1** This Floating Charge is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986.

**8.2** We may appoint one or more persons to be an administrator in respect of you and take any steps to do so at any time after this Floating Charge becomes enforceable.

**8.3** We may appoint one or more persons to be a receiver of any Charged Asset if you ask us to or at any time after the Floating Charge becomes enforceable.

**8.4** We can remove any person appointed to be a receiver under this Floating Charge and, if we want to, appoint a replacement receiver.

- 8.5 If there is more than one receiver at the same time, each of them will be separately entitled to exercise all the powers conferred on a receiver, unless the document appointing them confirms otherwise.
- 8.6 We are not allowed to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.
- 8.7 Any receiver will be your agent and you will be responsible for his acts, defaults and remuneration at such rate as we agree with the receiver.
- 9. NO LIABILITY AS CREDITOR**
- 9.1 We will not, and no receiver will, be liable to account as heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the Charged Assets.
- 9.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Floating Charge and any of our officers, employees or agents may rely on this clause.
- 10. POWERS OF RECEIVER**
- 10.1 Any receiver may (on behalf of the receiver, you or your directors (in the case of 10.1.6)) in addition to the powers given to receivers by the Insolvency Act 1986:
- 10.1.1 sell, grant or accept a surrender or variation of a lease of, or otherwise dispose of, or deal with, all or any of the Charged Assets (including disposing of fixtures and fittings separately from the premises to which they are fixed) in such a way and on such terms and conditions and for such consideration as the receiver thinks fit.
  - 10.1.2 take possession of and get in, all or any of the Charged Assets.
  - 10.1.3 take, defend or participate in any proceedings (including arbitration proceedings) or make any arrangement or compromise between you and any person.
  - 10.1.4 carry on, manage, develop, reconstruct, amalgamate or diversify any business that has been carried at any time using all or any of the Charged Assets.
  - 10.1.5 carry out or complete any improvement, development or repairs to any Charged Asset.
  - 10.1.6 make conditional or unconditional calls in respect of your uncalled capital with all the powers conferred on directors under your articles of association.
  - 10.1.7 appoint managers, officers, servants, workmen, nominees, agents and advisers.
  - 10.1.8 without affecting the indemnity in clause 17, arrange with any insurer any policy of insurance.
  - 10.1.9 delegate by power of attorney, or in any other manner, to any person we approve in writing, all or any of the receiver's rights or powers under this Floating Charge.
  - 10.1.10 form or acquire a company or LLP to be your subsidiary and transfer to that subsidiary any Charged Assets.
  - 10.1.11 purchase, lease or otherwise acquire any interest in any of your assets.
  - 10.1.12 apply for (in the name of a nominee or otherwise) any licence, consent or permit the receiver thinks desirable.
  - 10.1.13 make such elections for VAT purposes as the receiver thinks appropriate.



- 10.1.14 borrow money for any purpose and provide security over the Charged Assets in support of such borrowing (including if we consent, security which ranks ahead of the security under this Floating Charge) on such terms as the receiver thinks fit.
- 10.1.15 exercise any powers we would be able to exercise under this Floating Charge.
- 10.1.16 do such other acts and things as the receiver may consider incidental or necessary to the exercise of its rights or powers under this Floating Charge or law.

## **11. THE ORDER OF APPLICATION OF MONIES**

- 11.1 All monies received, recovered or realised by the receiver or (on any exercise by us of our enforcement powers under this Floating Charge) us, will be applied in the following order, subject to claims having priority to the security created by this Floating Charge:-
  - 11.1.1 in payment of all costs, charges and expenses of (a) the appointment of the receiver and (b) the exercise of all or any of the powers of the receiver or us and of any other outgoings properly payable by the receiver or us.
  - 11.1.2 in payment of remuneration to the receiver.
  - 11.1.3 in payment to us of the Debt.
  - 11.1.4 in payment of any surplus to you or any other person entitled to it.

## **12. THE POWER OF ATTORNEY YOU GRANT US**

- 12.1 You irrevocably appoint us, any receiver and anyone we transfer our rights and/or obligations to under this Floating Charge to act on your behalf as your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our rights, powers or remedies under, this Floating Charge and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

## **13. WE HAVE POWERS OF RECEIVER AND OTHER POWERS**

- 13.1 We may exercise any right or power conferred upon a receiver (whether under this Floating Charge or otherwise) at any time after this Floating Charge has become enforceable whether or not a receiver has been appointed.
- 13.2 We may exercise any right or power under this Floating Charge without prior notice to you.

## **14. DELEGATION**

We can delegate to any person all or any of our rights or powers.

## **15. WE CAN REDEEM PRIOR INTERESTS**

We can redeem any prior interest in the Charged Assets or arrange the transfer of it to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Floating Charge has become enforceable, or after any power given by any interest having priority to the security created by this Floating Charge has become exercisable.

## **16. OUR POWER TO REMEDY**

We may (but we don't have to) do all things which in our reasonable opinion are required to remedy any breach by you of this Floating Charge.

## **17. INDEMNITY**

You must indemnify us and any receiver on demand against any costs, losses or liabilities we or any receiver incur:

17.1.1 because of a breach by you of this Floating Charge; or

17.1.2 in exercising any powers or purported powers under or in connection with this Floating Charge.

## **18. PROTECTION OF PURCHASERS**

18.1 No purchaser or other person dealing with us or a receiver or any delegate needs to:

18.1.1 ask whether any power or authority being exercised has arisen and is exercisable or be concerned with any notice suggesting otherwise;

18.1.2 see whether any authority or delegation has lapsed or been revoked; or

18.1.3 ask how any money they pay is going to be used.

## **19. COSTS AND EXPENSES**

19.1 If we think we might, or if we have to, enforce or preserve our rights under, this Floating Charge or have to investigate any breach of this Floating Charge, you will promptly on demand pay us on a full indemnity basis our costs and expenses associated with us taking such action.

19.2 We will charge you interest at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero), from the date the demand is made until the date on which you make payment, if you fail to pay us such costs and expenses on demand.

## **20. ADDITIONAL SECURITY, RIGHTS AND REMEDIES**

This Floating Charge is in addition to and independent of any other guarantee or security which we may hold at any time for any of the Debt. Our rights and remedies under this Floating Charge are in addition to, and not in substitution for, any rights or remedies provided by law.

## **21. EFFECTIVENESS OF SECURITY**

21.1 The security created under this Floating Charge and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:

21.1.1 you or any other person:

- (a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;
- (b) undergo a change in members or status (legal or otherwise);

21.1.2 we:

- (a) accept intermediate payment or discharge in whole or in part of the Debt;
- (b) make any new facility available to you or extend, increase, amend, renew or otherwise vary or waive the Debt or terms of any facility or this Floating Charge in any such case, however fundamentally and whether or not resulting in the Debt or this Floating Charge becoming more onerous;
- (c) take any action (or do not take any action) against you or any other person in respect of any assets which you might hold;
- (d) agree to release any other guarantee or security or to enter into any payment plan with you or any other person;
- (e) grant time, waiver or consent to you or any other person;

- (f) transfer any of our rights under this Floating Charge or the Debt;
- (g) do, or fail to do, anything which might affect the enforceability of this Floating Charge;

21.1.3 any other agreement or security granted by you or any other person is not enforceable.

21.2 You waive any right you may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Floating Charge.

## **22. NEW ACCOUNTS**

22.1 We may open a new account or accounts for you if we receive notice of any subsequent charge or other interest affecting any of your assets.

22.2 If we do not open a new account then (unless we tell you in writing otherwise) any payment from you received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Debt.

22.3 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Debt

## **23. PAYMENTS MADE BY YOU**

23.1 You must make all payments without any deduction or withholding.

23.2 You will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.

23.3 You waive any present or future right of set off you have in respect of the Debt or payments under or in connection with this Floating Charge.

## **24. CALCULATIONS AND CERTIFICATES**

Any rate or amount under this Floating Charge or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

## **25. CURRENCY CONVERSION**

25.1 Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any of the Debt or any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.

25.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or currency unit to the currency in which such amount is payable.

### **What's the HSBC Exchange Rate?**

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

## **26. ARRANGEMENTS WITH OTHERS**

We may grant time, vary, release or make any other arrangement in respect of the Debt or any security or guarantee in respect of it. It will not affect this Floating Charge or your liability for the Debt.

**27. SET-OFF**

We may use any money you have in any account with us (except for trust or client accounts) to pay off any amount owed to us under this Floating Charge.

**28. RELEASE OF THIS FLOATING CHARGE**

**28.1** We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Floating Charge and the Charged Assets from the security created under this Floating Charge once the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding.

**28.2** Any release of this Floating Charge or any Charged Asset from this Floating Charge is conditional upon any payment or security received by us in respect of the Debt not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.

**29. TRANSFER OF RIGHTS**

**29.1** You can't transfer any of your rights and obligations under this Floating Charge.

**29.2** We can transfer any of our rights and obligations under this Floating Charge to anyone. You agree to sign any additional documents that are required to carry out any such transfer as soon as possible after we ask.

**30. SHARING OF INFORMATION**

You consent to us sharing any information about you, this Floating Charge, the Charged Assets or the Debt with:

**30.1** any person that we might transfer or have transferred our rights to under this Floating Charge or the Debt;

**30.2** any person that we might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;

**30.3** any company within the HSBC Group;

**30.4** any rating agency so it can carry out its normal rating activities;

**30.5** any person that we have to share that information with in connection with any litigation or similar proceedings;

**30.6** any person that we are required or requested to share that information with by any court, regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;

**30.7** any insurer who is or who proposes to provide insurance to us in respect of the Debt; and

**30.8** any affiliates or professional advisers of any of the above persons.

**31. THIS FLOATING CHARGE**

If any part of this Floating Charge is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Floating Charge in respect of the relevant jurisdiction. The rest of this Floating Charge will continue to be valid and enforceable.

**32. DELIVERY**

**32.1 Counterpart execution**

This Floating Charge may be executed in any number of counterparts and by the parties on separate counterparts.

## **32.2 Delivery where this Floating Charge is executed in counterpart**

Where executed in counterpart:

- 32.2.1 this Floating Charge shall not take effect until all of the counterparts have been delivered;
- 32.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- 32.2.3 the parties may choose to evidence the date of delivery of this Floating Charge by inserting this on the front page of this Floating Charge.

## **32.3 Delivery where this Floating Charge is not executed in counterpart**

If this Floating Charge is not executed in counterparts, this Floating Charge shall be delivered on the date inserted on the front page of this Floating Charge or, if no such date is inserted, the date on which the last party has signed this Floating Charge.

## **32.4 Appointment of nominated person**

The parties to this Floating Charge, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 ('Counterparts Act'), may nominate a person to take delivery of all counterparts of this Floating Charge. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Floating Charge.

## **33. NOTICES**

### **33.1 Communication by post**

If we send a letter to you, at your last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this Floating Charge 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where we, as a bank, are open for business.

### **33.2 Communication by electronic channel**

If we send an email to you or use a platform or other electronic channel, the email will be deemed to be received at the time it is sent or, as applicable, at the time the notice or demand is notified to you on the relevant platform or electronic channel.

## **34. THIRD PARTY RIGHTS**

- 34.1 Unless expressly provided to the contrary in this Floating Charge, a person who is not a party to this Floating Charge has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce, or enjoy the benefit of, any term of this Floating Charge.
- 34.2 The consent of any person who is not a party to this Floating Charge is not required to rescind or vary this Floating Charge at any time.

## **35. CONSENT TO REGISTRATION**

You consent to the registration of this Floating Charge and any certificate referred to in Clause 24 above for preservation and execution.

**36. GOVERNING LAW & JURISDICTION**

**36.1** Scots law governs this Floating Charge, its interpretation and any non-contractual obligation arising from or connected with it.

**36.2** We and you submit to the exclusive jurisdiction of the courts of Scotland in relation to all matters (including non-contractual) arising from or in connection with this Floating Charge.

**IN WITNESS WHEREOF** this Floating Charge consisting of this and the 11 preceding pages is executed as follows:

**This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.**

Executed as a deed by )  
 )  
 )

Morham & Brothie Limited  
acting by a  
director

**Director**

\_\_\_\_\_  
(name of director)

**in the presence of:**

Signature of Witness \_\_\_\_\_

Print full name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

**OR**

Executed as a deed by )  
 )  
 )

Morham & Brothie Limited  
acting by  
two directors or a director and the  
secretary

BYRON TYSON  
(name of director)

**Director**

THOMAS LAMB  
(name of director/secretary)

**Director/Secretary**

{ REDACTED }