



Registration of a Charge

Company Name: **GREENS EVENTS & CATERING LIMITED**

Company Number: **SC317036**



Received for filing in Electronic Format on the: **02/08/2023**

XC927BMR

Details of Charge

Date of creation: **19/07/2023**

Charge code: **SC31 7036 0005**

Persons entitled: **HIGHLAND OPPORTUNITY (INVESTMENTS) LIMITED**

Brief description:

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DEREK HOGG, HARPER MACLEOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 317036

Charge code: SC31 7036 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th July 2023 and created by GREENS EVENTS & CATERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2023 .

Given at Companies House, Edinburgh on 2nd August 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

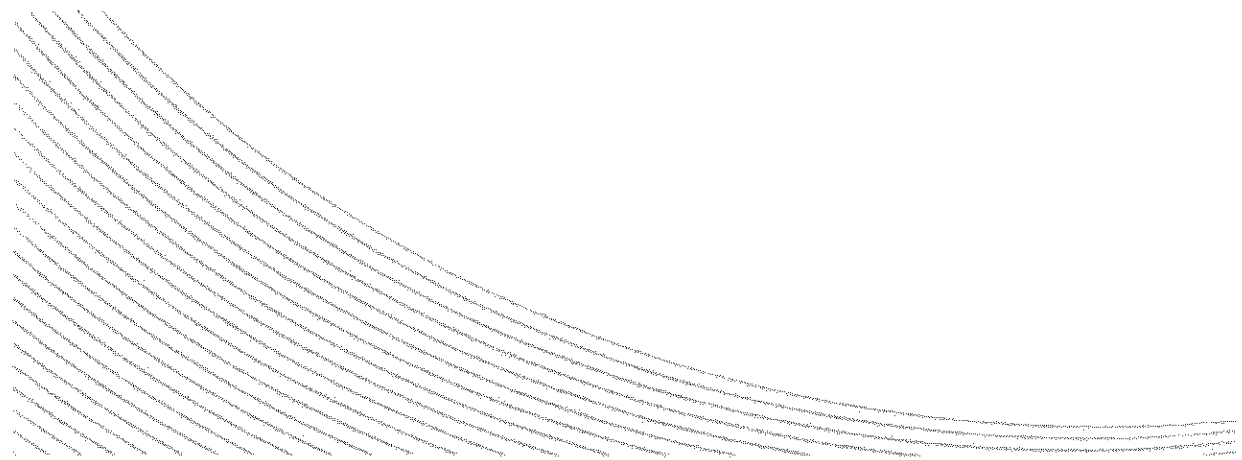
by

Greens Events & Catering Limited

in favour of

Highland Opportunity (Investments) Limited

Ref: DH/



Floating Charge

This Floating Charge is made on 19 JULY 2023 by:

- 1 Greens Events & Catering Limited (Company Number SC317036), having its registered office at 12b King Street, Hilton, Tain, Ross-shire, IV20 1UZ the ("Borrower");

in favour of

- 2 Highland Opportunity (Investments) Limited a company incorporated in Scotland (Registered No. SC240940) having its registered office at Highland Council Headquarters, Glenurquhart Road, Inverness, IV3 5NX the ("Lender").

1 Definitions

1.1 In this Floating Charge:

"**Assets**" means the whole of the property (including uncalled capital) which is or may be comprised in the property and undertaking of the Borrower and, where the contexts permits means any part or parts of the Assets;

"**Business Day**" means a day on which clearing banks in Inverness are open for normal business;

"**Default Rate**" means 4% above the base rate of such clearing bank as the Lender shall determine (acting reasonably) from time to time;

"**Properties**" means at any time the heritable properties (including leasehold properties) of the Borrower at that time or any of them as the context requires;

"**Receiver**" means a receiver or administrative receiver appointed pursuant to this Floating Charge in respect of the Borrower or over all or any of the Assets;

"**Secured Liabilities**" means all or any liabilities (monetary or otherwise) which shall from time to time (whether on or after demand) be due, owing or incurred in whatsoever manner to the Lender by the Borrower, and includes actual or contingent and sole or joint liabilities, whether those liabilities are due owing or incurred as principal or otherwise including any such liabilities of the Borrower to a third party which have been vested in the Lender, and including interest as well after as before any demand is made or decree is obtained under or in relation to this Floating Charge.

1.2 References to:

1.2.1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

1.2.2 "control" of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;

1.2.3 "including" shall not be construed as limiting the generality of the words preceding it;

1.2.4 any term or phrase defined in the Companies Acts 1985 or 2006 shall bear the same meaning in this Floating Charge;

1.2.5 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

- 1.2.6 this Floating Charge and to any provisions of it or to any other document referred to in this Floating Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 1.2.7 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 1.2.8 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.2.9 clause headings are for ease of reference only;
- 1.2.10 a "fixed security" are to be construed in accordance with the terms of Section 486 of the Companies Act 1985.

2 Obligation to Pay

- 2.1 The Borrower shall on demand made to it in writing, pay or discharge the Secured Liabilities when they are due and payable.
- 2.2 If the Borrower shall fail to pay any amount under this Floating Charge when it is due then such amount shall bear interest at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender.

3 Grant of Charge

- 3.1 The Borrower grants a floating charge over the Assets to the Lender as a continuing security for the payment or discharge of the Secured Liabilities.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Floating Charge.

4 Negative Pledge and Ranking of Floating Charge

- 4.1 The Borrower agrees that it shall not grant or create subsequent to the date of this Floating Charge any fixed security or any other floating charge over the Assets other than in favour of the Lender or with the prior written consent of the Lender.
- 4.2 Any fixed security granted by the Borrower in favour of the Lender (whether before or after this Floating Charge) shall rank in priority to the floating charge created by this Floating Charge.
- 4.3 In the event that the Borrower grants or creates any fixed security or floating charge in breach of clause 4.1 or where no written agreement is reached with the Lender as to the ranking of a fixed security or floating charge permitted by the Lender, this Floating Charge shall rank in priority to that fixed security or floating charge.

5 Undertakings

- 5.1 Other than with the written consent of the Lender, the Borrower shall not:
 - 5.1.1 sell, transfer, assign, factor, lease, license or otherwise dispose of the Assets or its interest in them other than in the ordinary course of its business;
 - 5.1.2 grant any lease of, part with possession or share occupation of, the whole or any part of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign or sublet those Properties;

- 5.1.3 vary, surrender, cancel or dispose of, or permit to be irritated or forfeit, any leasehold interest in any of the Properties;
 - 5.1.4 do anything or permit anything to be done with respect to the Properties which is a "development" within the meaning of the Town and Country Planning Acts (or any orders or regulations under such Acts);
 - 5.1.5 do anything or permit anything to be done which may in any way adversely affect the value or marketability of any of the Assets including, without limitation, the Properties.
- 5.2 The Borrower shall:
- 5.2.1 comply with all agreements relating to the Secured Liabilities;
 - 5.2.2 if and when required by the Lender, grant such security, charge or assignation over all or any of the Assets as the Lender may require;
 - 5.2.3 comply in all material respects with the terms of all laws and regulations applicable to it including all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
 - 5.2.4 notify the Lender of the acquisition by the Borrower of any interest in any heritable property as soon as reasonably practicable after such acquisition;
 - 5.2.5 pay or cause to be paid when due all present and future rent, rates, taxes, duties, charges, assessments and outgoings whatsoever now or at any time in the future payable in respect of any of its Properties or by the owner or occupier of them;
 - 5.2.6 notify the Lender immediately if any creditor executes diligence against the Borrower or any distress or execution is levied or enforced against the Borrower or any third party debt order or freezing order is made and served on the Borrower;
 - 5.2.7 notify the Lender immediately if any steps (including the making of an application or the giving of any notice) are taken by any person (including the Borrower itself) in relation to the administration, receivership, winding-up or dissolution of the Borrower;
- 6 **Protection of Security**
- 6.1 The Borrower agrees that:
- 6.1.1 this Floating Charge is and shall be in addition and without prejudice to any other security or rights which the Lender holds or may hold in respect of all or any of the Secured Liabilities; and
 - 6.1.2 the Lender may at the expense of the Borrower effect or renew any insurance as the Lender may see fit.
- 6.2 This Floating Charge will at all times and in all circumstances be a continuing security for the Secured Liabilities.
- 6.3 the Lender shall be entitled to have a valuation of the Assets carried out from time to time by an independent surveyor or valuer (to be appointed at the Lender's sole discretion) and the Borrower agrees to provide such access and other assistance (including access to Properties occupied by third parties) as may be required by the Lender (acting reasonably) for such purposes;

- 6.4 The obligations of the Borrower under this Floating Charge will not be affected by any act, omission or circumstance which, but for this provision, might operate to release or otherwise exonerate it from any of its obligations in whole or in part, whether such act, omission or circumstance is by or relates to the Lender or Borrower or any third party, including:
- 6.4.1 any grant of time, indulgence, waiver or concession to the Borrower or any other person;
 - 6.4.2 any arrangement or compromise entered into between the Lender and the Borrower or any other person;
 - 6.4.3 the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Borrower or any other person;
 - 6.4.4 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Borrower or any other person;
 - 6.4.5 any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 6.5 the Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Floating Charge or by law to:
- 6.5.1 take any action or obtain judgment or decree in any court against the Borrower;
 - 6.5.2 make or file any claim to rank in a winding-up or a liquidation of or other proceedings relating to the Borrower; or
 - 6.5.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of the Secured Liabilities.
- 6.6 Any settlement or discharge between the Borrower and the Lender shall be conditional upon no security or payment granted or made to the Lender by the Borrower or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Lender) the Lender shall be entitled to recover from the Borrower the value or amount of such security or payment from the Borrower as if such settlement or discharge had not occurred.
- 7 Enforcement**
- 7.1 This Floating Charge shall become enforceable upon and at any time after the occurrence of any of the following events:
- 7.1.1 if the Borrower has failed to pay all or any of the Secured Liabilities following a demand for payment by the Lender;
 - 7.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to appoint an administrator in respect of the Borrower;
 - 7.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to wind up or dissolve the Borrower or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Borrower or any part of its undertaking or assets;

7.1.4 the making of a request by the Borrower for the appointment of a Receiver or administrator;

7.1.5 if the Borrower breaches any of the provisions of this Floating Charge.

8 Appointment of Receiver or Administrator

8.1 At any time after this Floating Charge has become enforceable, the Lender may appoint:

8.1.1 a Receiver of all or any of the Assets; and/or

8.1.2 an administrator of the Borrower, or

8.1.3 a replacement Receiver or administrator from time to time;

in each case in accordance with and to the extent permitted by applicable laws, the Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of a court with relevant jurisdiction.

8.2 Unless otherwise required by the Lender, where more than one Receiver is appointed they will have power to act separately.

8.3 The Lender shall have no liability or responsibility in respect of any act or default of any Receiver or for any remuneration, costs, charges and expenses but, subject to applicable laws may determine the remuneration of the Receiver.

8.4 The Receiver will be the agent of the Borrower and shall have with respect to the Borrower all the powers set out in Schedule 2 to the Insolvency Act 1986.

8.5 The Receiver may also:

8.5.1 promote or procure the incorporation of any new company to transfer any part of the Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in the name of Borrower, the administrator, or a nominee or trustee;

8.5.2 to make any arrangement or compromise which the Lender or the Receiver may think fit including retaining any money received under this Floating Charge;

8.5.3 to convene an extraordinary general meeting of the Borrower;

8.5.4 to do all acts and things as may be considered by the Receiver to be incidental or conducive to the preservation, improvement or realisation of the Assets, including removing any fixtures from the property of which they form part and exercising all powers, rights and/or obligations under any contract or agreement, shares or investments forming part of the Assets;

8.6 No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Liabilities have become payable or enforceable or whether any money remains outstanding under this Floating Charge or shall be concerned with any application of any money paid to the Receiver.

9 Application of Security Proceeds

Any money received under the powers conferred by this Floating Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the

Secured Liabilities (subject to applicable laws including section 60 of the Insolvency Act 1986).

10 Power of Attorney

- 10.1 The Borrower appoints the Lender and/or any Receiver or Receivers appointed under this Floating charge separately as the attorney or attorneys of the Borrower, for the Borrower in its name and on its behalf, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Borrower under this Floating Charge or may be required or deemed by the Lender to be proper for any of the purposes of this Floating Charge.
- 10.2 The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 10.1.

11 Costs and Indemnity

- 11.1 The Borrower shall pay or reimburse to the Lender on demand all costs, charges and expenses incurred by the Lender on a full indemnity basis, both judicial and non-judicial, of creating and enforcing this Floating Charge (including the commissioning of investigations and reports) and also for the proper expenses of any assignation, discharge or restriction of it; which costs, charges and expenses shall form part of the Secured Liabilities.
- 11.2 The Lender and every Receiver and every other person appointed by the Lender or any such Receiver under or in connection with this Floating Charge shall be and is hereby indemnified by the Borrower in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Floating Charge (or by operation of law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged and the Lender, any Receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Floating Charge.
- 11.3 The Borrower shall be solely responsible for the acts and defaults of a Receiver appointed under this Floating Charge and for his remuneration, costs, charges and expenses.
- 11.4 The indemnity under Clause 11.2 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Lender or the Receiver.

12 Investigations

- 12.1 The Lender shall be entitled to initiate an investigation of, and/or instruct the preparation of a report of any nature on, the business and affairs of the Borrower which the Lender considers necessary to ascertain the financial position of the Borrower where the Borrower is in default in any agreement between the Lender and the Borrower; unless otherwise waived by the Lender.
- 12.2 The Lender may disclose any information it holds in relation to the Borrower to any person in connection with the preparation of a report as is referred to in clause 12.1 above.

13 Notices

- 13.1 Any communication to be made under or in connection with this Floating Charge shall be made in writing and, unless otherwise stated, may be made by letter or e-mail.
- 13.2 The address and email address of the Lender for any communication or document to be made or delivered under or in connection with this Floating Charge is Highland Council Headquarters, Glenurquhart Road, Inverness, IV3 5NX and highland@bgateway.com or any

substitute address or email address as the Lender may notify to the Borrower by not less than five Business Days' notice.

13.3 The address of the Borrower for any communication or document under or in connection with this Floating Charge is its registered office at the time such communication or document is made or delivered. The email address of the Borrower for any communication or document to be made or delivered under or in connection with this Floating Charge is the email address most recently provided to the Lender by the Borrower.

13.4 Subject to clause 13.5, any communication made or document made or delivered by one person to another under or in connection with this Floating Charge will only be effective:

13.4.1 if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

13.4.2 If by way of email, at the time the email is sent, provided that no automated message is received stating that the email has not been delivered.

13.5 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender.

14 Further Assurance

The Borrower (at its own cost) will on demand in writing by the Lender execute and deliver (in such form as the Lender may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Floating Charge or for facilitating the realisation of the Assets charged by this Floating Charge or the exercise of any rights of the Lender under this Floating Charge.

15 Miscellaneous

15.1 If at any time any provision of this Floating Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.

15.2 No failure or delay by the Lender in exercising any right or remedy under this Floating Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

15.3 The Lender will be entitled to disclose to its auditors, advisers or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Floating Charge or any arrangement made or to be made in connection with this Floating Charge.

15.4 A certificate by any duly authorised officer of the Lender as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Borrower.

15.5 The Lender may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Floating Charge (or all or any of its rights under this Floating Charge) and/or any of its obligations under this Floating Charge to any person. The Borrower may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Floating Charge or all or any of its rights under this Floating Charge without the prior written consent of the Lender.

16 Counterparts

16.1 This Floating Charge may be executed in any number of counterparts and by each of the parties on separate counterparts all as permitted by The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015.

16.2 Where executed in counterparts:

16.2.1 this Floating Charge will not take effect until each of the counterparts has been delivered;

16.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and

16.2.3 the date of delivery may be inserted on page 1 in the blank provided for the delivery date of this Floating Charge.

17 Consent to Registration

The Borrower consents to the registration of this Floating Charge and of the certificate referred to in Clause 15.4 above for preservation and execution.


18 Governing Law

This Floating Charge shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Floating Charge consisting of this and the [7] preceding pages is executed as follows:

Subscribed for and on behalf of Greens Events & Catering Limited

by


LAURA DUNDAS

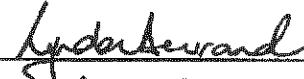
Director

Full Name of Signatory (Please Print)

at LONDON HOUSE, TAIN

on 11th MAY 2023

before


LINDA DURRANT

Witness (Signature)

Witness Name (Please Print)

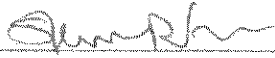
ROSEMOUNT COTTAGE,

Witness Address

CLASHNAMULACH, TAIN, IV20 1XP.

Subscribed for and on behalf of Highland
Opportunity (Investments) Limited

by



STEWART DAVID FRASER.

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

Full Name of Signatory (Please Print)

at HQ Building, Inverness, IV3 5NX

on 1st August 2023

before



Witness (Signature)

LESLEY MACLACHLAN

Witness Name (Please Print)

10 HQ Building, Inverness

Witness Address

IV3 5NX

*Please delete as applicable