



Registration of a Charge

Company Name: **THE CARRICK CENTRE**

Company Number: **SC334701**



XCE9ZZ4I

Received for filing in Electronic Format on the: **16/10/2023**

Details of Charge

Date of creation: **27/09/2023**

Charge code: **SC33 4701 0003**

Persons entitled: **SOUTH AYRSHIRE COUNCIL**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 6 TO 10 WHITEHALL, MAYBOLE KA19 7AJ REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER AYR109055**

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: **SANDRA RZEPKA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 334701

Charge code: SC33 4701 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th September 2023 and created by THE CARRICK CENTRE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2023 .

Given at Companies House, Edinburgh on 17th October 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**

STANDARD SECURITY

by

THE CARRICK CENTRE, a Scottish registered Charity (Charity number SCO41794) and company limited by guarantee incorporated under the Companies Acts (company number SC334701), having its registered office at Culzean Road, Maybole KA19 7DE ("Owner")

in favour of

SOUTH AYRSHIRE COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at County Buildings, Wellington Square, Ayr, KA7 1DR ("Council")

WHEREAS:

(A) The Owner has undertaken or is about to undertake the Secured Obligations to the Council; and

(B) The Owner and the Council have agreed that the Secured Obligations shall be secured over the Property as hereafter defined;

Now therefore the Owner hereby agrees and undertakes as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Standard Security:

"Control Period" means the period of fifteen years commencing from 13 June 2023;

"Parties" means the Owner and the Council and "Party" refers to either of them as the context requires;

"Property" means ALL and WHOLE the subjects known as and forming 6 to 10 Whitehall, Maybole KA19 7AJ registered in the Land Register of Scotland under Title Number AYR109055;

"Secured Documentation" means (i) the grant agreement constituted by the offer of grant made by the Council to Carrick Community Leisure Group SCIO dated 20 March 2020 and the acceptance of the same date and (ii) the novation agreement among the Council, Carrick Community Leisure Group SCIO and the Owner dated of even date with these presents;

"Secured Obligations" means all sums advanced or to be advanced in terms of the Secured Documentation, and other sums or obligations due or to become due or prestatable or to become prestatable by the Owner to the Council, and interest on such sums advanced or to be advanced including without prejudice to the generality sums and obligations due by the Owner in terms of the Secured Documentation; and

"Standard Conditions" means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation

thereof operative for the time being and "Standard Condition" means any one of them having regard to the context in which it is used.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:

- (i) words importing any gender shall include all other genders;
- (ii) words importing the singular number only shall include the plural number and vice versa;
- (iii) obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Owner in this Security shall bind the Owner and the Owner's successors all jointly and severally;
- (iv) words importing individuals include corporations and vice versa;
- (v) references to this Standard Security or to any other document shall be construed as references to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time; any reference to a Clause is to the relevant Clause of this Security;
- (vi) reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- (vii) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2. Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

3. Grant of Security

The Owner, in security of the Secured Obligations, GRANTS a Standard Security in favour of the Council over the Property.

4. Control Period

The terms of this Standard Security will subsist for the Control Period.

5. Standard Conditions

Except as otherwise varied by the Secured Documentation, the Standard Conditions shall apply.

6. Restrictions Relating to the Property

During the Control Period:

6.1 the Owner shall not without the consent of the Council:

- (i) part with occupation of the Property or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it;
- (ii) create a subsequent security over the Property or any part of it or convey or otherwise transfer the Property or any part of it (otherwise than by *mortis causa* deed);
- (iii) make directly or indirectly any application for planning permission in relation to the Property or any part of it;
- (iv) accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it;

7. Ranking

The security hereby created is subject and postponed to a Standard Security by The Carrick Centre in favour of The Big Lottery Fund dated 6 September 2023 and registered or to be registered in the said Land Register under the aforesaid Title Number; And the security hereby created is to rank pari passu with the Standard Security granted or to be granted by the Owner in favour of Historic Environment Scotland of even date with the granting of these presents and registered or intended to be registered in the said Land Register under the aforesaid Title Number of even date with the registration therein of these presents.

8. Warrandice

And, subject as aforesaid, the Owner grants warrandice:

IN WITNESS WHEREOF these presents printed on his and the 3 preceding pages are executed as follows:

They are subscribed for an on behalf of THE CARRICK CENTRE by



.....Director

JAMES WHITEFORD
JEM WHITEFORD

.....Full name (please print)



.....Director

PAULA LYNN LBNNOX

.....Full name (please print)

Together at Carrick centre Maybale (place of signing)

On 13/9/23

STANDARD SECURITY

By

THE CARRICK CENTRE

In favour of

SOUTH AYRSHIRE COUNCIL

Subjects-6-10 Whitehall, Maybole, South Ayrshire KA19 8AD.

**FAS No. 1860
South Ayrshire Council
Chief Executive's Office
Legal and Licensing Services
County Buildings
Wellington Square
Ayr KA7 1DR
DX AY 72-AYR**