



Registration of a Charge

Company Name: **TARTAN LEISURE LIMITED**

Company Number: **SC478179**



Received for filing in Electronic Format on the: **27/07/2022**

XB949DMY

Details of Charge

Date of creation: **20/07/2022**

Charge code: **SC47 8179 0011**

Persons entitled: **W.H. MALCOLM LIMITED**

Brief description: **PART AND PORTION OF THE SUBJECTS AT CRAIGPARK QUARRY, RATHO, NEWBRIDGE IN THE COUNTY OF MIDLOTHIAN REGISTERED IN THE LAND REGISTER OF SCOTLAND WITH TITLE NUMBER MID62762.**

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: **JONATHAN HEANEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 478179

Charge code: SC47 8179 0011

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th July 2022 and created by TARTAN LEISURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2022 .

Given at Companies House, Edinburgh on 27th July 2022

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**

Jasmin

 Burness Paul

TARTAN LEISURE LIMITED

as Chargor

and

W. H. MALCOLM LIMITED

as Postponed Creditor

STANDARD SECURITY

in respect of subjects at Craigpark Quarry, Ratho, Newbridge

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STANDARD SECURITY

by

- (1) **TARTAN LEISURE LIMITED** incorporated in Scotland (registered number SC478179) and having its registered office at Lawrigg West Cottage, The Heugh, North Berwick, East Lothian, EH39 5NP (the “Chargor”)

in favour of

- (2) **W. H. MALCOLM LIMITED** incorporated in Scotland (registered number SC035770) and having its registered office at Brookfield House, Burnbrae Drive, Linwood Industrial Estate, Linwood, PA3 3BU as Contractor as defined in the Building Contract referred to below (the “Postponed Creditor”)

CONSIDERING THAT:

- (A) The Postponed Creditor has agreed to provide certain development services to the Chargor under the Building Contract and as a requirement of that, the Chargor shall grant this Standard Security to the Postponed Creditor in security of its obligations in respect of the Secured Liabilities.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security:

“**Building Contract**” means the building contract dated 11 July 2022 and made between the Chargor and the Postponed Creditor;

“**Intercreditor Agreement**” means the intercreditor agreement dated 12 July 2022 and made between the Postponed Creditor, the Chargor, Scottish Investments Limited and Oaknorth Bank PLC;

“**Secured Liabilities**” means all present and future obligations and liabilities of the Chargor to the Postponed Creditor under the Building Contract, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations under the Building Contract to indemnify the Postponed Creditor (or any of them); and

“**Security Subjects**” means ALL and WHOLE that area of land shown tinted in green on the plan annexed and executed as relative hereto forming PART and PORTION of the subjects at Craigpark Quarry, Ratho, Newbridge in the County of Midlothian registered in the Land Register of Scotland with Title Number MID62762.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Building Contract have, unless expressly defined in this Standard Security, the same meaning in this Standard Security.
- 1.2.2 The provisions of clause 1 (Definitions and Interpretation) of the Building Contract apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Building Contract are to be construed as references to this Standard Security.
- 1.2.3 The term “Party” means any party to this Standard Security.
- 1.2.4 If the Postponed Creditor considers that an amount paid to it is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.
- 1.2.5 Notwithstanding the provisions of clause 1.2 of the Building Contract, for cross-references in this Standard Security, where a clause number is referred to, along with the clause heading and there is an inconsistency between the clause number and the heading, the clause heading shall prevail.
- 1.2.6 This Standard Security is subject to the terms of the Building Contract and in the event of any conflict or inconsistency between any provision of this Standard Security and the Building Contract (including without limitation) any conflict between any defined term in this Standard Security and any defined term in the Building Contract, the Building Contract will prevail.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in the Building Contract, this Standard Security does not confer on any person who is not a Party any right to enforce or otherwise invoke this Standard Security or any part of it under the Contract (Third Party Rights) (Scotland) Act 2017.

2 BOND

The Chargor undertakes to the Postponed Creditor that it will pay or discharge to the Postponed Creditor all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Postponed Creditor over the Security Subjects.

4 **STANDARD CONDITIONS**

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, shall apply; (i) with the exception of Standard Condition 6 which shall not apply and (ii) the Chargor agrees that the Standard Conditions shall be varied insofar as lawful and applicable:

- 4.1 Except as permitted under the terms of the Intercreditor Agreement, to the effect that the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Postponed Creditor; and
- 4.2 by the Building Contract under declaration that (a) in the event of there being any inconsistency between the Standard Conditions and the Building Contract, or (b) where there is an obligation in the Standard Conditions which is either more onerous than an equivalent obligation or is not contained in the Building Contract, the terms of the Building Contract shall insofar as permitted by the said 1970 Act prevail.

5 **ENFORCEMENT**

Upon the failure to make payment of any of the Secured Liabilities and the Postponed Creditor giving notice to the Chargor that this Standard Security is enforceable the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions.

6 **INTERCREDITOR AGREEMENT**

For the avoidance of doubt, this Standard Security is subject to the provisions of the Intercreditor Agreement with respect to enforcement, assignment, any subsequent charges in relation to the Security Subjects, expenses due to the Postponed Creditor and any indemnity in respect thereof.

7 **NOTICES**

All notices, requests, demands and other communications to be given under this Standard Security shall be given and/or be deemed to be given in the same manner as notices to be given under the Building Contract and the terms of clause 15 (Notices) of the Building Contract shall apply *mutatis mutandis* to this Standard Security as though that clause were set out in full in this Standard Security.

8 **GOVERNING LAW AND JURISDICTION**

This Standard Security shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Postponed Creditor, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Postponed Creditor to proceed against the Chargor in any other appropriate jurisdiction.

9 **WARRANTICE AND CONSENT TO REGISTRATION**

9.1 The Chargor hereby grants warrantice.

9.2 The Chargor hereby consents to the registration of this Standard Security for preservation:

IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages are executed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of the said **TARTAN LEISURE LIMITED**

at EDINBURGH

on 6 JULY 2022

by

ANDREW THOMSON HADDEN

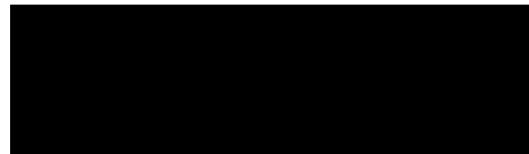
Print Full name

before this witness:

ALEXANDER JAMES MURRAY CAMERON

Print Full Name

Address:



Director



Witness

Millar Bryce

Craigpark Quarry, Ratho

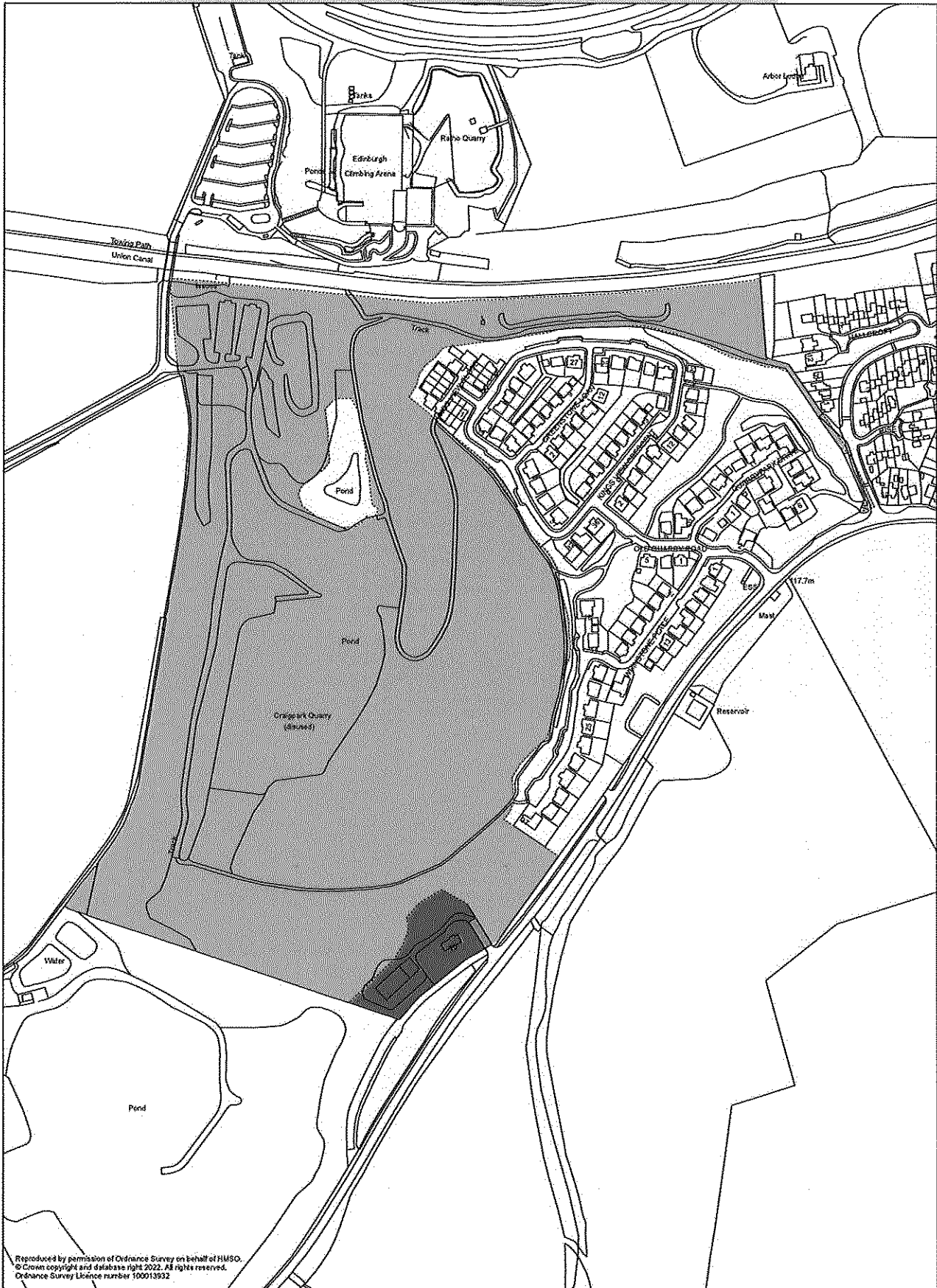


Reference: 0591330/1P
Version: 5.0
Date: March 2022

Co-ordinates at Centre:
Easting: 312,838
Northing: 670,473

Scale:
1:2,500
Paper Size:
A2

0 50 100 m



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