



**Registration of a Charge**

Company Name: **HOMES FOR GOOD INVESTMENTS LIMITED**

Company Number: **SC481622**



Received for filing in Electronic Format on the: **11/08/2021**

XAAMSMKG

**Details of Charge**

Date of creation: **28/07/2021**

Charge code: **SC48 1622 0199**

Persons entitled: **THE CHARITY BANK LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING FLAT 0/2, 105 MAIN STREET, GLASGOW, G40 1QD, SITUATED ON THE GROUND FLOOR OF THE TENEMENT 105 MAIN STREET, AFORESAID, AND BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA180272.**

**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: **MACROBERTS LLP**



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

Company number: 481622

Charge code: SC48 1622 0199

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th July 2021 and created by HOMES FOR GOOD INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2021 .

Given at Companies House, Edinburgh on 12th August 2021

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

DATE:

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STANDARD SECURITY

By

HOMES FOR GOOD INVESTMENTS  
LIMITED

in favour of

The Charity Bank Limited

WE, HOMES FOR GOOD INVESTMENTS LIMITED, a company incorporated under the Companies Acts (Company Number SC481622) and having our Registered Office at 123 Main Street, Glasgow, Scotland, G40 1QD, HEREBY UNDERTAKE to pay to The Charity Bank Limited a company limited by shares registered in England and Wales under company number 4330018 whose registered office is at Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE (hereinafter referred to as "CBL", which expression includes its successors and assignees whomsoever; declaring that CBL may assign this Standard Security to any other party) all sums of money which now are or which may at any time or from time to time be or become due by us, either solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety, to CBL and/or for which we are or may at any time or from time to time be or become liable or responsible to CBL in any manner or way whatsoever or in any respect whatsoever, all which sums shall be so paid by us to CBL either on demand or otherwise in accordance with any separate agreement entered into by us with CBL with interest on such sums severally from the respective times of advance or becoming due until payment at the rate or rates charged and computed as may be provided in any such agreement or otherwise in accordance with the usual mode of CBL from time to time (CBL being entitled, subject and without prejudice to the provisions of any such agreement, to fix such rates of interest and alter the same from time to time); And it is hereby provided and declared that, save in the case of manifest error, a simple Certificate made out from the books of CBL signed by an authorised signatory for the time being of CBL shall be sufficient to fix and ascertain the whole sums of principal and interest which shall be due by us and/or for which we shall be liable or responsible to CBL as aforesaid and to constitute and ascertain a balance and charge against us and no suspension shall pass of a charge or threatened charge for payment of the balance so constituted and ascertained and no sist of execution thereon shall be granted except upon consignment; For

which we, the said Homes for Good Investments Limited, GRANT a Standard Security in favour of CBL over the following subjects (hereinafter referred to as "the security subjects") *videlicet* ALL and WHOLE the subjects known as and forming Flat 0/2, 105 Main Street, Glasgow, G40 1QD, situated on the ground floor of the tenement 105 Main Street, aforesaid, and being the subjects registered in the Land Register of Scotland under Title Number GLA180272; TOGETHER WITH (One) the whole rights exclusive, common and mutual effeiring thereto (Two) the whole parts, privileges and pertinents effeiring thereto; (Three) the whole fittings and fixtures therein and thereon so far as belonging to us; (Four) the whole goodwill (if any) appertaining thereto, insofar as heritable and belonging to us; and (Five) our whole right, title and interest, present and future, in and to the said subjects and others; 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; And we agree that the Standard Conditions shall be varied to the effect that the following provisions shall apply in addition to the provisions contained in the lastmentioned Schedule (and to the extent that the following provisions are inconsistent with the provisions contained in the said Schedule, the following provisions shall be given effect):-

1. **Definitions**

The following expressions shall so far as the context admits have the following meanings:-

- 1.1 "creditor" shall mean CBL and includes persons deriving right from CBL.
- 1.2 "debtor" shall mean the granters of the personal obligation contained in this Standard Security but, where the debtor is not the proprietor of the security subjects, "debtor" shall have the meaning ascribed to it by said Schedule 3 to the said lastmentioned Act.

## 2. Insurance

2.1 It shall be an obligation on the debtor to insure the security subjects in the name of the debtor with the interest of the creditor as heritable creditor *primo loco* noted on the policy or policies of insurance effected by the debtor, and that to the extent of the reinstatement value thereof or to any other extent approved by the creditor against the risk of fire and such other risks as the creditor may reasonably require in an insurance office chosen by the debtor and approved by the creditor, such approval not to be unreasonably withheld. In the event of the debtor failing so to insure the security subjects, the creditor shall be entitled but not bound to effect such insurance and to recover the cost thereof from the debtor.

2.2 The debtor in security of all present and future sums of money (howsoever arising) due and that may become due to the creditor in terms of this

Standard Security hereby assigns to the creditor the debtor's whole right, title and interest in and to all rights, benefits and claims (whether existing now or arising at any time in the future) under the policy or policies of insurance effected from time to time for or covering the security subjects or any interest in the security subjects.

## 3. The Creditor's Possessory Rights

In the event of the creditor entering into possession of the security subjects, the rights available to the creditor shall include:-

- 3.1 the right to enter into Leases or Agreements for Lease, to assign (or consent to the assignation of) Leases or grant or accept Renunciations of Leases and grant options in respect of all or any part of the security subjects, all at the creditor's discretion and upon such terms and conditions as the creditor shall think fit;
- 3.2 the right to undertake or complete any work of repair, refurbishment, modification, building, improvement or development on the security subjects or any part thereof as the creditor may think expedient and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the creditor in its absolute discretion thinks fit, and to make and effect such repairs or improvements to the buildings, and trade and other fixed plant and machinery forming part of the security subjects, as the creditor may think expedient;
- 3.3 the right to sever any plant, machinery and other fixtures and fittings belonging to the debtor and sell the same separately without the need to obtain the debtor's consent;
- 3.4 the right, as agent for the debtor, to remove, store, sell or otherwise deal with any furniture or goods which the debtor shall fail or refuse to move from the security subjects within seven days of being requested so to do by notice from the creditor, the creditor having no liability for any loss or damage thus occasioned to the debtor;
- 3.5 the right to do or omit to do all such other acts and things as an absolute owner could do or omit to do in relation to the security subjects or any part thereof and as the creditor may consider to be incidental or conducive to any of the matters or powers referred to in or arising pursuant to these presents.

The creditor may, at any time after they shall have become entitled to enter into possession of the security subjects, serve notice upon the debtor requiring them to vacate the security subjects within a period of seven days and the debtor shall upon the expiry of the said period vacate the security subjects so far as occupied by them or others for whom they are responsible, and the debtor agrees that a warrant of summary ejection may competently proceed against them in the Sheriff Court of the District in which the security subjects are situated at the instance of the creditor.

#### **4. Restrictions on the Grant of Other Securities and Others**

4.1 It shall be an obligation on the debtor not to create, or agree to create, a subsequent security over the interest in land affected by this Standard Security or any part thereof (otherwise than in favour of the creditor), or to assign or convey the same interest or any part thereof to any person without the prior consent in writing of the creditor, which consent, if granted, may be so granted subject to such conditions as the creditor may see fit to impose.

4.2 Without prejudice to the effect of Section 13(1) of the Conveyancing and Feudal Reform (Scotland) Act 1970 (and also without prejudice to Clause 4.1 above) if the creditor receives notice of any subsequent security or other like interest affecting the interest in land affected by this Standard Security or any part or parts thereof, the creditor shall be entitled (whether or not consent has been given) to close any account or accounts with the debtor in the books of the creditor and to open a new account or accounts in place thereof. If the creditor does not do so, it shall nevertheless be treated as if it had done so at the time when it receives notice and, as from that time, all payments made by the debtor to the creditor shall be credited or treated as credited to the new account or



accounts and shall not operate to reduce the amount due from the debtor to the creditor at the time when it received the notice. If the debtor shall have more than one account with the creditor, the creditor may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.

## **5. Prohibitions against Dealings with the Security Subjects**

5.1 It shall be an obligation on the debtor not (except with the prior written consent of the creditor and in accordance with any reasonable conditions that may be attached to such consent) to:-

5.1.1 grant or agree to grant any Licence or consent, whether expressly or by conduct, for any assignation, parting with or sharing possession or occupation, sub-letting, change of use or alterations in relation to any Lease to which the security subjects or any part thereof may, from time to time, be subject; or

5.1.2 grant or agree to grant any Lease or tenancy or Licence for occupation of or in relation to the security subjects or any part thereof; or

5.1.3 accept or agree to accept any renunciation or surrender of any Lease or tenancy or Licence for occupation affecting the security subjects or any part thereof or vary or agree to vary the provisions of any Lease or tenancy or Licence for occupation; or

5.1.4 allow any person any Licence or other right to occupy or share possession of the security subjects or any part thereof; or

- 5.1.5 grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the security subjects or any part thereof.
- 5.2 Without prejudice to the generality of Clause 5.1 above, the debtor shall procure that no persons shall be or become entitled to assert any proprietary or other like right or interest which could, in the reasonable opinion of the creditor, adversely affect the value of the security subjects without the prior written consent of the creditor.
- 5.3 In relation to any Lease or Agreement for Lease to which the security subjects may, from time to time, be subject and under which the debtor is the landlord, it shall be an obligation on the debtor:-
- 5.3.1 to observe and perform the landlord's obligations thereunder at all times;
- 5.3.2 to enforce due performance and observance of the tenant's obligations thereunder at all times;
- 5.3.3 not to waive, release, vary or agree to vary or release any material obligation under or in terms of any such Lease or Agreement for Lease except with the prior written consent of the creditor;
- 5.3.4 duly and efficiently to implement any provisions therein for the review of any rent unless such review is likely to lead to a reduction in the rent payable under the said Lease;
- 5.3.5 not to agree a new rent at a rent review without the prior written consent of the creditor (such consent not to be unreasonably withheld or a decision thereon unreasonably delayed) nor, where any such Lease or Agreement for Lease contains a provision for any rent payable to be

dependent upon arbitration or determination by an expert or arbiter (whether in default of agreement or not) there shall be no appointment or agreement to the appointment of any expert or arbiter without the prior written consent of the creditor (such consent not be unreasonably withheld or a decision thereon unreasonably delayed);

5.3.6 from time to time on demand, to supply to the creditor such information in relation to the foregoing matters as the creditor shall reasonably require.

5.4 In relation to any Lease or Agreement for Lease to which the security subjects may, from time to time, be subject and under which the debtor is the tenant, it shall be an obligation on the debtor:-

5.4.1 to observe and perform the tenant's obligations thereunder at all times;

5.4.2 to enforce due performance and observance of the landlord's obligations thereunder at all times;

5.4.3 not to waive, release, vary or agree to vary or release any material obligation under or in terms of any such Lease or Agreement for Lease except with the prior written consent of the creditor;

5.4.4 in relation to any rent review proposed by the landlord, to take all reasonable and necessary steps to ensure that the rent will be kept to the minimum possible and not to agree any rent except with the prior written consent of the creditor;

5.4.5 from time to time on demand, to supply to the creditor such information in relation to the foregoing matters as the creditor shall reasonably require.

5.5 It shall be an obligation on the debtor not to do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise impair the value of the security subjects or the realisation thereof.

5.6 Without prejudice to the generality of Clause 5.5, the debtor shall not make (except only insofar as already made prior to the date hereof or with the prior written consent of the creditor, which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed) in relation to the security subjects or any part thereof an election to waive the exemption from Value Added Tax pursuant to paragraph 2 of Schedule 10 of the Value Added Tax Act, 1994 (as amended and re-enacted from time to time).

#### **6. Planning Consent and Improvement Grants**

It shall be an obligation on the debtor not to make directly or indirectly any application for planning permission in relation to the security subjects or any part thereof or make application for an improvement grant or other grant in respect thereof without the prior written consent of the creditor, which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed.

#### **7. Compulsory Purchase**

If the security subjects or any part thereof shall be compulsorily purchased or requisitioned or be the subject of a notice to treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the debtor to compensation by reason of such acquisition shall be held to be assigned to the creditor, with full power to the creditor to negotiate, agree and adjust the amount of such compensation.

## 8. Environmental Matters

It shall be an obligation upon the debtor at its own expense during the subsistence of the security hereby granted:-

- 8.1 to comply with all environmental laws, regulations, directives and codes of practice relating to any pollution, waste (as defined by the Environmental Protection Act 1990), emissions, substance or activity perceived as capable of causing harm to man or other living organism or of damaging the environment or public health or welfare or relating to nuisance, noise, defective premises or health and safety (hereinafter called "Environmental Matters") at or affecting the security subjects and with any relevant licence or approval and to maintain in force and obtain or procure the obtaining where necessary of all such licences and approvals as are necessary, desirable or obtained by a prudent owner of investment property, supplying copies to the creditor upon demand;
- 8.2 promptly on becoming aware of the same notify the creditor of the following:
  - 8.2.1 any indication that any part of the security subjects is referred to or listed or might be referred to or listed in any register maintained or proposed under s143 of the Environmental Protection Act, 1990;
  - 8.2.2 any claim, notice of violation, prosecution, official warning, abatement or other order relating to Environmental Matters or requiring compliance with any environmental law, regulation, directive or code of practice or with any licence or approval relating to Environmental Matters which is pending or threatened against the debtor or any of its subsidiaries or any of their respective officers in their capacity as such or against any part of the security subjects or its occupier or any requirement to make any

investment or expenditure or to take or desist from taking action which might have a material adverse effect on the debtor or any of its subsidiaries or on any part of the security subjects;

8.2.3 the existence or recent existence of any Environmental Matters at any part of the security subjects which may give rise to any environmental liability and the debtor shall forthwith take or procure the taking of all necessary action to remedy or remove or prevent the incursion of such environmental matters in a manner which complies with all environmental laws, regulations, directives and codes of practice;

8.2.4 any facts or circumstances entitling any environmental licence or approval to be revoked, suspended, amended or not renewed where this might have a material adverse effect on the debtor or any of its subsidiaries or their respective businesses or any part of the security subjects and of any requirement to make any investment or expenditure or to take or desist from taking any action where this might have a similar effect; and

8.2.5 full details of any inspections, investigations, audits, tests or other analyses concerning Environmental Matters relating to the debtor or any of its subsidiaries or to any part of the security subjects.

## **9. Indemnity**

9.1 The debtor shall indemnify the creditor from and against all actions, claims, demands, expenses and liabilities whether arising out of contract or in delict or in any other way incurred or which may at any time be incurred by the creditor or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage the creditor may be answerable for anything done or omitted to be

done in the exercise or purported exercise of the creditor's powers under the provision of the security hereby granted or pursuant hereto.

- 9.2 It is hereby expressly agreed and declared that, without prejudice to the generality of the foregoing Clause 9.1 the creditor shall not be liable for involuntary losses which may happen in or about the exercise or execution of any of the powers express or implied which may be vested in the creditor by virtue of the provisions of these presents except where such losses have arisen as a result of negligence on the part of the creditor or those for whom the creditor is responsible.

#### **10. Remedies, Time or Indulgence**

- 10.1 Without prejudice to the variations contained in these presents of the Standard Conditions contained in said Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act, 1970 the rights, powers and remedies provided by these presents are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers and remedies provided by law.
- 10.2 No failure on the part of the creditor to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by these presents or by law (collectively hereinafter called "the Creditor's Rights") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Creditor's Rights preclude any further or other exercise of that one of the Creditor's Rights concerned or the exercise of any other of the Creditor's Rights.
- 10.3 The creditor may, in its discretion and without requiring the debtor's consent, grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto (whether or not such person

or persons are jointly liable with the debtor) in respect of the obligations hereby secured or in any way affecting or concerning them or any of them or in respect of any security for such obligations or any of them, without in any such case prejudicing, discharging, affecting or impairing the security hereby granted, or any of the Creditor's Rights or the exercise of the same, or any indebtedness or other liability of the debtor to the creditor.

## **11. Costs, Charges and Expenses**

11.1 All costs, charges and expenses properly incurred or paid by the creditor in the exercise of any of the Creditor's Rights or in connection with the execution of or otherwise in relation to these presents and the security hereby granted, or in connection with perfection or enforcement of the security hereby granted shall be reimbursed to the creditor by the debtor on demand on a full indemnity basis together with (unless paid within fourteen days of demand) interest at Five per centum per annum above the base rate from time to time of The Royal Bank of Scotland plc (or of such Bank as shall, from time to time, be nominated in writing by the creditor) (hereinafter referred to as "the Interest Rate") from the date of the same having been incurred to the date of payment.

11.2 Without prejudice to the generality of Clause 11.1 above, the debtor shall indemnify the creditor against all existing and future rents, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the subsistence of the security hereby granted payable or accrued due in respect of the security subjects or by the owner or occupier thereof together with (unless



paid within fourteen days of demand) interest at the Interest Rate from the date of the same having been incurred to the date of payment.

## **12. Notices**

12.1 Clause 12.2 hereof applies only to demands or notices for which the procedure for service is not laid down by the Conveyancing and Feudal Reform (Scotland) Act, 1970. In particular, Clause 12.2 hereof does not apply to the service of Calling-up Notices or default notices under the Conveyancing and Feudal Reform (Scotland) Act, 1970.

12.2 Subject to the foregoing Clause 12.1, any notice or demand requiring to be served on the debtor by the creditor hereunder shall be served by recorded delivery letter addressed to the debtor at the debtor's registered office or last known address.

12.3 Any notice or demand sent first class post in accordance with the immediately preceding sub-clause shall be deemed to have been served on the debtor at 10.00am on the business day next following the date of posting. In proving such service by post, it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.

## **13. Law and Jurisdiction**

This Standard Security shall be governed by and construed in accordance with the Law of Scotland, and the debtor hereby irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts.

## **14. Discretions**

Any liberty or power which may be exercised or any determination which may be made hereunder by the creditor may (save as otherwise herein provided) be exercised or made in the absolute and unfettered discretion of the creditor which shall not be under any obligation to give reasons therefor.

## 15. Interpretation

15.1 Any reference herein to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force.

15.2 Without prejudice to the provisions hereof restricting disposals of or dealings with the security subjects, the debtor's obligations hereunder, in relation to the security subjects and the security hereby granted, shall be binding on any successor entitled to the security subjects or any part thereof.

15.3 Words and expressions which are incorporated in the foregoing variation and which are defined in the Conveyancing and Feudal Reform (Scotland) Act, 1970 or in the said Schedule thereto, shall be deemed to be so defined for the purposes of these presents also.

15.4 Words importing the singular number shall include the plural number and *vice versa*.

15.5 Words importing the masculine gender shall include the feminine.

15.6 The clause headings shall not affect the construction hereof.

And we grant warrantice; And we consent to the registration hereof and of the said Certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 15 preceding pages are executed as follows:-

SUBSCRIBED by the said **HOMES FOR GOOD INVESTMENTS LIMITED**


  
.....  
Signature of Director/Secretary/Witness

GRAEME WILLIAM MCQUINN  
.....  
Print Name of above

51 MOSS STREET  
.....  
PAISLEY  
.....  
Address of Witness

At GLASGOW

On the NINTH day of JULY 2021

  
.....  
Signature of Director

SUSAN ACTEMEL  
.....  
Print Name of above

STANDARD SECURITY

by

HOMES FOR GOOD INVESTMENTS  
LIMITED

in favour of

THE CHARITY BANK LIMITED

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2021