

057093/6B  
**MR01**

## Particulars of a charge



Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge.  
delivered outside of the 21 days it will be rejected unless it is accompanied  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**

SATURDAY



SCT \*S3LNLZ6R\*

29/11/2014

#461

COMPANIES HOUSE

### 1 Company details

Company number S C 4 8 7 4 2 1  
Company name in full THE LOCH NESS HOSTEL LIMITED

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 4 1 1 2 0 1 4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name W M MANN & CO (INVESTMENTS) LIMITED  
201 BATH STREET, GLASGOW, G2 4HZ

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

### Particulars of a charge

06/14 Version 2.0

# MRO1

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name ROSS THOMSON

Company name HARPER MACLEOD LLP

Address ALDER HOUSE

CRADLEHALL BUSINESS PARK

Post town INVERNESS

County/Region HIGHLAND

Postcode I V 2 5 G H

Country SCOTLAND

DX 521005 INVERNESS 3

Telephone 01463 795 008



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 487421

Charge code: SC48 7421 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th November 2014 and created by THE LOCH NESS HOSTEL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2014.

Given at Companies House, Edinburgh on 2nd December 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



## Standard Security

by

The Loch Ness Hostel Limited

in favour of

W M Mann & Co (Investments) Limited

Inverness 28/11/2014

Certified a true copy

Harper Macleod LLP

*Harper Macleod LLP*

Subjects: The Former Police Station and House, Main Street, Drumnadrochit, IV63 6TX

Ref: RT/IFR/WMM0001/399003

FAS: 2351 DD

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Harper Macleod LLP Alder House Cradlehall Business Park Inverness IV2 5GH  
Tel +44 (0)1463 798777 Fax +44 (0)1463 798787 e-mail [info@harpermacleod.co.uk](mailto:info@harpermacleod.co.uk)  
[www.harpermacleod.co.uk](http://www.harpermacleod.co.uk) DX 521005 Inverness 3

Inverness Glasgow Edinburgh

## Standard Security

In this deed the following words and expressions shall have the following meanings assigned to them, and shall be interpreted in accordance with the following provisions:-

---

"THE LENDER"

W M Mann & Co (Investments) Limited, a company incorporated under the Companies Acts (Registered Number SC047676) and having its Registered Office at 201 Bath Street, Glasgow, G2 4HZ.

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"THE BORROWER"

The Loch Ness Hostel Limited, a company incorporated under the Companies Acts with Registered Number SC487421 and having its Registered Office at 52 Crown Drive, Inverness, IV2 3GQ.

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"THE GRANTOR"

the said The Loch Ness Hostel Limited

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"SECURED OBLIGATIONS"

means all sums which are now owed or which may in the future be owed to the Lender by the Borrower and that whether as principal debtor or as guarantor and any costs, charges, expenses and all interest which the Lender may charge or incur in relation to the realisation, enforcement, protection or perfection of rights under this Standard Security and the security constituted hereby on a full indemnity basis

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"SPECIFIED RATE OF INTEREST "

a rate calculated on a daily basis five per cent (5%) per annum above the Base Rate of Clydesdale Bank plc from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Lender and the Borrower ("the Agreed Rate") and in the case of liabilities of the Borrower which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Lender as certified by the Lender of funding the relevant amount of such currency plus five per cent (5%) or (if higher) calculated by reference to the Agreed Rate.

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"THE SUBJECTS"

The property known as The Former Police Station and House, Main Street, Drumnadrochit, IV63 6TX being the Subjects more particularly described in Part 1 of the Schedule annexed and signed as relative hereto.

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The Borrower hereby undertakes that it will on demand by the Lender pay to the Lender:-

- (a) the Secured Obligations including all sums of money which have been or are now or may hereafter from time to time be advanced to the Borrower by the Lender;
- (b) all other indebtedness and/or liabilities whatsoever of the Borrower to the Lender present, future, actual and/or contingent and whether on any banking or other accounts or otherwise in any manner whatsoever including such indebtedness and/or other liabilities due under the terms hereof and that whether solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety;
- (c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Standard Security and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Borrower to the Lender, or by any person appointed by the Lender pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause (c), interest shall accrue and be payable as from the date on which the same are paid by the Lender, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof; and
- (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand or other due date at such respective rates as have been agreed between the Borrower and the Lender or in default of any agreed rates and in any event from and after demand until full discharge (as well after as before decree or judgment) at the Specified Rate of Interest and such rate of interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Lender to require payment of such interest;

AND IT IS HEREBY PROVIDED AND DECLARED: -

FIRST That any Account or Certificate signed by a Director, Company Secretary or any other signing official authorised by the Lender shall be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest, costs or expenses and others, which are due or shall be due by the Borrower or for which the Borrower shall be liable to the Lender.

SECOND That nothing herein contained shall prejudice or affect any other security or securities which the Lender already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Borrower to the Lender over any property belonging to the Borrower, it being always in the power of the Lender to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Borrower shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed: and

THIRD

That the Lender, without prejudice to its rights under these presents and at its discretion, may grant to the Borrower or to any person or persons liable with or for the Borrower any time or other indulgence and may compound with the Borrower or other persons, accede to trust deeds and draw dividends and that all without notice to the Borrower or to any other person concerned

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being shall apply; And the parties hereto for their respective interests hereby agree to be bound by the Standard Conditions as varied by the following: -

(ONE) It shall be an obligation on the Borrower that during the continuance of this Standard Security the Borrower will: -

- a) Procure that there is kept and maintained insurances for the Subjects for the full replacement or reinstatement costs against loss or damage by fire, storm, lightening, explosion, riot, civil commotion, malicious damage, impact, flood, burst pipes, aircraft and such other risk as the Lender shall from time to time request with an insurance office or underwriter acceptable to the Lender;
- b) Procure that the interest of the Lender shall be noted on the insurances effected under sub-clause a) above with the policy or policies relating thereto containing such provisions for the protection of the Lender as it may reasonably require; and
- c) Duly and promptly pay all premiums and other moneys required for effecting and keeping up the insurances as specified in sub-clause a) above and on demand procure the delivery to the Lender of the policy or policies of such insurances and the receipt for each such payment made thereunder.

(TWO) The Debtor shall not without the consent in writing of the Lender at any time while this Standard Security continues in force: -

- a) apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for an improvement grant or other grant or payment in respect of the security subjects;
- b) create a subsequent security over the Subjects or any part thereof;
- c) deal with, dispose of or otherwise transfer the Subjects under burden of this Standard Security; or
- d) grant or agree to grant any lease or tenancy of the Subjects or any part thereof.

(THREE) If the 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 Borrower to compensation by reason of such acquisition shall be held to be assigned to the Lender, with full power to the Lender to negotiate, agree and adjust the amount of any such compensation.

(FOUR)

The Lender may, at any time after they shall have become entitled to enter into possession of the Subjects, serve notice upon the Borrower requiring them to vacate the Subjects within a period of seven days and the Borrower 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 Borrower agrees that a warrant of summary ejection may competently proceed against them in the Sheriff Court of the District in which the Subjects are situated at the instance of the Lender.

(FIVE)

The security created by this Standard Security shall be a security to the Lender for any balance which may remain due to the Lender after applying any payments received by the Lender from any person (including any trustee in sequestration, receiver, liquidator, administrator, trustee under any trust deed for creditors or trustees or nominees under, or supervisor of, a voluntary arrangement) in respect of any obligation or indebtedness secured by this Standard Security and the Borrower shall not be entitled to require from the Lender any assignation of any such obligation or indebtedness or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed or voluntary arrangement in respect of any payment made by the Borrower to the Lender or to have the benefits of any securities held by the Lender until the whole amount secured by this Standard Security has been paid or settled in full.

(SIX)

The Lender may assign this Standard Security to any other lender, company or person.

(SEVEN)

In the event of the Lender exercising any of the remedies competent to them in terms of standard condition 10 of said Schedule 3 to the said last-mentioned Act and of the Borrower failing to remove from the security subjects any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic or business nature, after being called upon by the Lender by notice in writing to remove the same within such period as may be specified in the said notice, the Lender shall be entitled and are hereby irrevocably authorised as agents of the Borrower to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects in such manner and upon such terms as the Lender may in its sole discretion think fit, subject only to an obligation to account to the Borrower for any price received by the Lender for any of the same. The Lender shall not be liable for any loss or damage occasioned to the Borrower by the exercise of the authority hereby conferred on the Lender and the Borrower shall be bound to indemnify the Lender against all expenses incurred by them in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof.

AND IN SECURITY of the said sums and obligations above mentioned the Grantor HEREBY GRANTS in favour of the Lender and its successors, assignees and transferees in that capacity, a Standard Security over ALL and WHOLE the Subjects; Declaring that the said Schedule annexed hereto forms part of the charging clause to these presents; And the Grantor grants warrandice; But the security hereby granted is subject to any securities referred to in Part II of the said Schedule; And the parties hereby consent to registration hereof and of any such Account or Certificate as aforesaid for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding four pages together with the Schedule of Two Parts annexed and signed as relative hereto are subscribed for and on behalf of The Loch Ness Hostel Limited by Donald Matheson MacKenzie and Shona MacLean, both Directors, at Inverness on the Fifth day of November Two Thousand and Fourteen.

A handwritten signature in cursive script, appearing to read 'Shona MacLean'.

*S. MacLean.*

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY THE LOCH  
NESS HOSTEL LIMITED IN FAVOUR OF W M MANN & CO (INVESTMENTS) LIMITED

### **Schedule**

#### **Part 1**

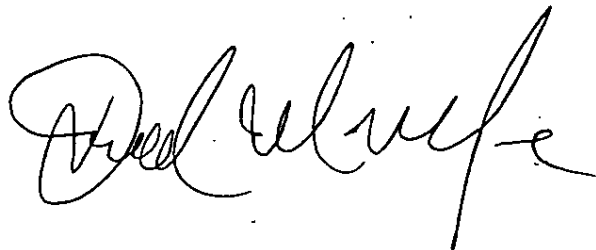
#### **The Subjects**

ALL and WHOLE the subjects known as and forming The Former Police Station and House, Main Street, Drumnadrochit, IV63 6TX, which subjects comprise that lot or piece of ground on the west side of the Public Road leading from Drumnadrochit to Fort Augustus being the subjects more particularly described in, disposed by and shown delineated and coloured pink on the plan annexed and signed as relative to the Feu Charter by the Trustees of the Right Honourable Caroline Countess Dowager of Seafield in favour of Mrs Jeanie Cameron or Munro recorded in the Division of the General Register of Sasines in the County of Inverness on the Twenty-ninth day of December Nineteen Hundred and Twenty-two TOGETHER WITH (One) all buildings and other erections on the subjects hereby secured; (Two) the whole fittings and fixtures therein and thereon; and (Three) the whole rights, privileges and pertinents offering thereto together with our whole right, title and interest present and future in and to the subjects hereby secured.

#### **Part II**

#### **Securities**

None

A handwritten signature in dark ink, appearing to read 'J. MacLean', written in a cursive style.

*J. MacLean.*