

038329/73.

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with  
Please see 'How to pay' o

WEDNESDAY



☒ **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 f**  
You may not use this form  
register a charge where th  
instrument. Use form MRC

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. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
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.

<b>1</b>	<b>Company details</b>	<div>For official use 8</div>
Company number	5 C 0 2 4 9 5 0	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	Scottish Environmental and Outdoor Education Centres Association Ltd. Loaningdale House, Carwood Road, Biggar	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 3 d 0 m 0 m 6 y 2 y 0 y 1 y 7

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
	Please show the names of each of the persons, security agents or trustees entitled to the charge.
Name	Cloburn Quarry Company Limited (Company Number) SC093761 Cloburn Quarry Pettinain, Lanark, Lanarkshire, ML11 8SR
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

# MR01

## 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 **Lesley Armstrong**

Company name **Smail & Ewart**

Address **79 High Street**

Post town **Biggar**

County/Region **South Lanarkshire**

Postcode **M L 1 2 6 D E**

Country **United Kingdom**

DX

Telephone **01899 220058**



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

**MRO1**

**Particulars of a charge**

**4**

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL and WHOLE subjects at Broomlee Centre, West Linton, EH46 7BU

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

**5**

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☒ **No**

**6**

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

**7**

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

**8**

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

**9**

**Signature**

Please sign the form here.

Signature

Signature  
X *L. A. Armstrong*  
*S. A. Ewart*

X

This form must be signed by a person with an interest in the charge.



**FILE COPY**

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

Company number: 24950

Charge code: SC02 4950 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th June 2017 and created by SCOTTISH ENVIRONMENTAL AND OUTDOOR EDUCATION CENTRES ASSOCIATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2017.

Given at Companies House, Edinburgh on 27th July 2017



**Companies House**



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

STANDARD SECURITY

by

SCOTTISH ENVIRONMENTAL AND OUTDOOR  
EDUCATION CENTRES ASSOCIATION LIMITED

in favour of

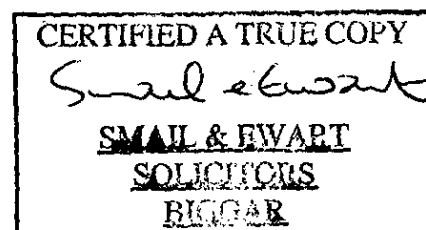
CLOBURN QUARRY COMPANY LIMITED

-----

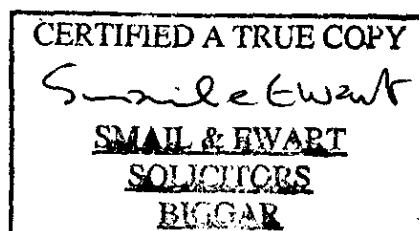
2017

Subjects: Broomlee Centre, West Linton EH46 7BU

**MESSRS. SMAIL & EWART  
SOLICITORS  
79 HIGH STREET  
BIGGAR  
FAS 7229**



WE, SCOTTISH ENVIRONMENTAL AND OUTDOOR EDUCATION CENTRES ASSOCIATION LIMITED, a Company incorporated under the Companies Acts (Registered Number SC024950) and having our Registered Office at Loaningdale House, Carwood Road, Biggar, Lanarkshire (and also a registered Scottish Charity (Charity Number SC002278) (the "debtor"), hereby undertake to pay to CLOBURN QUARRY COMPANY LIMITED, a company incorporated under the Companies Acts (Company Number SC093761) and having their registered office at Cloburn Quarry, Pettinain, Lanark, Lanarkshire, ML11 8SR (the "creditor") all sums due and that may become due by us to the creditor in terms of personal bond granted by the debtor in favour of the creditor dated of even date with the debtor's execution hereof and any variation, extension, renewal, replacement or alteration thereof (the "Personal Bond") when the same become due in accordance with the terms of the Personal Bond and for which we grant a Standard Security in favour of the creditor over ALL and WHOLE those subjects at West Linton in the County of Peebles shown shaded pink on the plan annexed and signed as relative hereto, which subjects comprise ALL and WHOLE (In the First Place) ALL and WHOLE the subjects in the Parish of Linton and County of Peebles more particularly described in and disposed by and delineated and outlined in red on the plan annexed as relative to the Disposition by Sir Thomas Colyer Colyer Fergusson and others as Trustees of the late Sir James Ranken Fergusson of Spitalhaugh in favour of The Scottish Special Housing Association Limited dated Thirteenth, Fifteenth and Twenty – second and recorded in the Division of the General Register of Sasines for the County of Peebles on Twenty-seventh all days in July, Nineteen hundred and thirty-nine; and (In the Second Place) ALL and WHOLE that strip or area of ground part of the estate of Spitalhaugh lying in the Parish of West Linton and County of Peebles more particularly described in and delineated and coloured pink on the plan annexed and signed as relative to the Disposition by Halifax Building Society with consent therein mentioned in favour of the debtor (therein named Scottish National Camps Association Limited) dated Nineteenth and Twenty-fourth November and recorded in the said Division of the General Register of Sasines on Twenty-first December both months in the year Nineteen hundred and fifty-four: The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as varied by the Schedule of

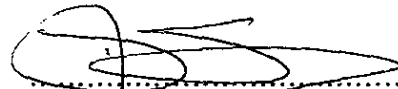


Variations annexed and signed as relative hereto shall apply: And we grant warrandice but excepting therefrom the lease between the debtor and SOEC Limited dated 12, 13 and 19, all days in August 2014: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the plan and Schedule of Variations annexed and subscribed as relative hereto are SUBSCRIBED for and on behalf of the said SCOTTISH ENVIRONMENTAL AND OUTDOOR EDUCATION CENTRES ASSOCIATION LIMITED

at Edinburgh  
on 28 June 2017  
by

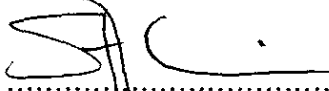
DAVID JAMES SPENCE

Print Full Name



Director/Secretary/Authorised Signatory

in the presence of this witness:



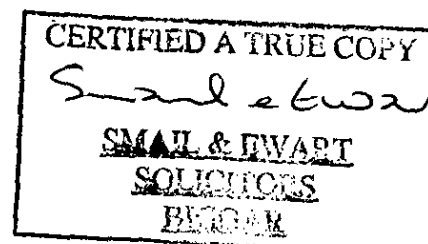
Witness Signature

SCOTT MILLER GEEKIE

Print Full Name

19A CANNING STREET

EDINBURGH



This is the SCHEDULE OF VARIATIONS referred to in the foregoing Standard Security by Scottish Environmental and Outdoor Education Centres Association Limited in favour of Cloburn Quarry Company Limited

1. DEFINITIONS

In this Schedule the following expressions shall have the following meanings:-

<u>"the debtor"</u>	shall mean SCOTTISH ENVIRONMENTAL AND OUTDOOR EDUCATION CENTRES ASSOCIATION LIMITED , a Company incorporated under the Companies Acts (Registered Number SC024950) and having our Registered Office at Loaningdale House, Carwood Road, Biggar, Lanarkshire
<u>"the creditor"</u>	shall mean CLOBURN QUARRY COMPANY LIMITED a Company incorporated under the Companies Acts (Registered Number SC093761) and having our registered office at Cloburn Quarry, Pettinain, Lanark, Lanarkshire, ML11 8SR

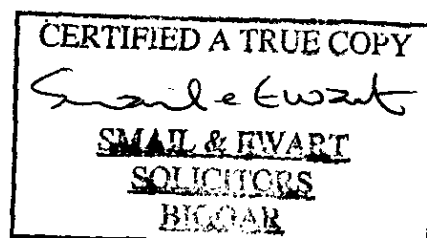
2. DEBTOR'S UNDERTAKING

The debtor undertakes to pay the sums due to the creditor under the Personal Bond when the same become due in accordance with the terms of the Personal Bond. In the event of a breach of the obligations contained or referred to in the Standard Security or a failure to pay the sums due under the Personal Bond when the same become due the Creditor shall be entitled to demand immediate repayment of the secured sum (less any payments to account) together with all interest accrued and all other sums due by the debtor under the terms of the Standard Security and the Personal Bond.

3. RESTRICTIONS ON THE DEBTOR

The debtor shall not without the prior consent in writing of the creditor at any time during the continuance of the security:-

- (a) create a further security or charge over the security subjects ranking or purporting to rank prior to subsequent to or pari passu with the foregoing Standard Security;
- (b) make or suffer to be made any alteration in the use of the security subjects;
- (c) in any way create any servitudes, wayleaves, third party rights or any burdens, conditions or restrictions or others affecting the security subjects; or



- (d) transfer the security subjects under burden of the foregoing Standard Security.

4 EXCLUSION OF PERSONAL BAR

The creditor's rights and powers arising under the foregoing Standard Security whether express or implied shall not be prejudiced by any delay in enforcing such rights and powers of time being given to the debtor or any other act done or omitted by the creditor which might otherwise have been deemed a waiver of such breach nor shall any single or partial exercise of any other right, power or remedy available to it.

5. PROVISIONS SEVERABLE

Each of the provisions of the foregoing Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6. NOTICES

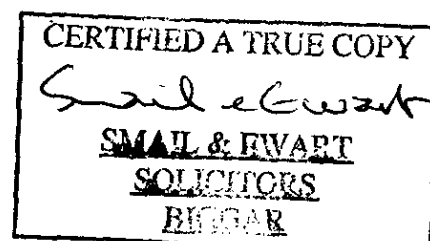
Any notice to be given to debtor under the foregoing Standard Security shall be in writing and sent to the debtor at its registered office and in the case of notices served pursuant to the Conveyancing and Feudal Reform (Scotland ) Act 1970 they shall be served in accordance with the method of service prescribed by the said Act, and in all other cases any notice shall be served personally and such notices shall be deemed only served if personally delivered at the time of delivery.

7. INTERPRETATION

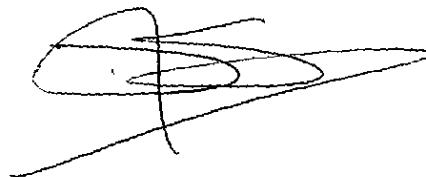
7.1 Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

7.2 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof. The provisions of the Interpretation Act 1889 shall apply to the interpretation of this Standard Security as it applies to the interpretation of an Act of Parliament.

8. APPLICABLE LAW



The Law of Scotland shall apply to the foregoing Standard Security and the parties hereto hereby prorogate the exclusive jurisdiction of the Scottish Courts.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a vertical line crossing it.

CERTIFIED A TRUE COPY  
*Smile Stewart*  
SMILE & STUART  
SOLICITORS  
BIGGAR

[illegible]