

000006 / 23

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

MR01

Particulars of a charge



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Please see

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

☐ **What this**
You may n
register a c
instrument

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A12 *ACYG0U4R* 08/03/2024 #322
COMPANIES HOUSE

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ice at:
panieshouse

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.**

1	Company details	For official use
Company number	S C 3 3 8 2 0 8	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	KELVIN HOTEL (OBAN) LTD	

2	Charge creation date
Charge creation date	d 2 d 6 m 0 m 2 y 2 y 0 y 2 y 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	HSBC UK BANK PLC (COMPANY NUMBER 09928412)
	SECURITIES PROCESSING CENTRE, BX 5HB
Name	
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

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 1A DUNARD TERRACE, OBAN PA34 4BJ REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ARG3810	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X MacIntyre & Co, Solicitors Agents for HSBC Bank Plc This form must be signed by a person with an interest in the charge.	X

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 LOUISE COLHOUN

Company name MACARTHUR LEGAL

Address BOSWELL HOUSE

ARGYLL SQUARE

Post town OBAN

County/Region ARGYLL

Postcode P A 3 4 4 B D

Country UK

DX OB3 OBAN

Telephone 01631 562215



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 or email 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

STANDARD SECURITY

This Standard Security is delivered on 19 February 2024

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Standard Security Details	
You/Your	Kelvin Hotel (Oban) Ltd with registered number SC338208 <i>Registered Office Viewpark Waverley Walk, Forfar DD8 3EO</i>
Us/We	HSBC UK Bank plc, a company incorporated under the Companies Act (Company number 09928412) and having a place of business at Securities Processing Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Standard Security to.
The Property	Property address: <i>1A DUNKIN TERRACE, OBAN PA34 4ST</i> registered in Land Register of Scotland title number: <i>REC15810</i> , as more fully described in Part 1 of the Schedule.
Your assets that are secured	By entering into this Standard Security you are giving us security over the Property.
Your obligations to us that are secured	You give us security under this Standard Security for the payment of any amounts owed by you to us whether now or in the future, and whether owed jointly or severally (the 'Debt').
Schedule	The Schedule in three parts annexed and executed as relative to this Standard Security.
Scottish Security Conditions	The Scottish Security Conditions (2021 edition) dated 26 October 2021 and registered in the Books of Council and Session on 3 November 2021 and any variation or extension of those Scottish Security Conditions.

Bank Reference: SC2647717788

Oban Date 28 February 2024

Certified a true copy


Solicitor/Notary Public

Louise Collier

MacArthur Legal
Boswell House
Argyll Square
Oban PA34 4BD
Telephone: 01631 562215
e-mail: info@macarthurlegal.co.uk

1. MEANING OF CERTAIN WORDS

1.1 The definitions in the Key Standard Security Details table apply to the rest of this Standard Security.

1.2 The Scottish Security Conditions are incorporated into this Standard Security and form part of this Standard Security as if they were set out here in full.

2. WHAT YOU AGREE TO PAY US

2.1 You will pay us on demand, the Debt.

2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.

2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3. THE SECURITY YOU GIVE US

3.1 You, in security for the Debt, hereby grant a standard security in favour of us over the Property.

3.2 The standard security is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.

3.3 You will hold the Property on trust for us if this Standard Security is ineffective.

4. WARRANDICE

You grant warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.

5. THE SCOTTISH SECURITY CONDITIONS

5.1 You undertake to comply fully with the Scottish Security Conditions. You acknowledge having received a copy of the Scottish Security Conditions.

5.2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Security Conditions, and any lawful variation thereof operative for the time being, shall apply.

6. CALCULATIONS AND CERTIFICATES

Any rate or amount under this Standard Security or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

7. DELIVERY

7.1 Counterpart execution

This Standard Security may be executed in any number of counterparts and by the parties on separate counterparts.

7.2 Delivery where this Standard Security is executed in counterpart

Where executed in counterpart:

- 7.2.1 this Standard Security shall not take effect until all of the counterparts have been delivered;
- 7.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- 7.2.3 the parties may choose to evidence the date of delivery of this Standard Security by inserting this on the front page of this Standard Security.

7.3 Delivery where this Standard Security is not executed in counterpart

If this Standard Security is not executed in counterparts, this Standard Security shall be delivered on the date inserted on the front page of this Standard Security or, if no such date is inserted, the date on which the last party has signed this Standard Security.

7.4 Appointment of nominated person

The parties to this Standard Security, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 ('Counterparts Act'), may nominate a person to take delivery of all counterparts of this Standard Security. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Standard Security.

8. CONSENT TO REGISTRATION

8.1 You consent to the registration of this Standard Security and of any certificate referred to in clause 6 above for preservation and execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the 2 preceding pages and the Schedule in three parts annexed and executed as relative hereto is executed by you as follows:

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Subscribed for and on behalf of:)
Kelvin Hotel (Oban) Ltd)
acting by a)
director)

SHEENA Mc LEAN
(name of director)

Director

Sheena McLean

at: OBAN
(insert place of signing)

on: 23 February 2024
(insert date of signing)

In the presence of:

Signature of Witness *Loire Colman*

Print full name Loire Colman

Address BOSWELL HOUSE, ARGYLL SQUARE,
OBAN PA34 4SD.

OR

Subscribed for and on behalf of:)
Kelvin Hotel (Oban) Ltd)
acting by two)
directors or a director and the secretary)

(name of director) Director

(name of director/secretary) Director/Secretary

at: _____
(insert place of signing)

on: _____
(insert date of signing)

This is the Schedule in three parts referred to in the foregoing Standard Security by Kelvin Hotel (Oban) Ltd in favour of HSBC UK Bank plc

PART 1

Description of the Property secured in favour of HSBC UK Bank plc

ALL and WHOLE [] the subjects known as and forming 1a Dunard Terrace, Oban, PA34 4BJ being the whole subjects registered in the Land Register of Scotland under Title Number ARG 3810

John G Mac

Kelvin Hotel (Oban) Ltd

PART 2

Insert details of any outstanding standard securities and any ranking agreements)

None.

Steeley MCL

Kelvin Hotel (Oban) Ltd
.....

PART 3

Insert details of any leases to which the Property is subject

None.

Sharna MA

Kelvin Hotel (Oban) Ltd



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 338208

Charge code: SC33 820 8 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th February 2024 and created by KELVIN HOTEL (OBAN) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2024 .

Given at Companies House, Edinburgh on 11th March 2024



Companies House



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