



**Registration of a Charge**

Company Name: **CLS FARMING LIMITED**

Company Number: **SC781362**



Received for filing in Electronic Format on the: **04/04/2024**

XD0C2IYO

**Details of Charge**

Date of creation: **29/03/2024**

Charge code: **SC78 1362 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **(1) FARM AND LANDS OF COCKCLICKS, DUMFRIES; (2) COCKCLICKS PLANTATION, RUTHWELL, DUMFRIES; AND (3) NEWFIELD PLANTATION, RUTHWELL, DUMFRIES AS DESCRIBED IN THE INSTRUMENT**

**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: **J C FRASER**



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

Company number: 781362

Charge code: SC78 1362 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th March 2024 and created by CLS FARMING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2024 .

Given at Companies House, Edinburgh on 4th April 2024

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**

## STANDARD SECURITY

This Standard Security is delivered on \_\_\_\_\_ 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	
<b>You/Your</b>	CLS Farming Limited, with registered number SC781362 and registered office at Farries Kirk and McVean, Tinwald Downs Road, Heathhall, Dumfries, DG1 3SJ
<b>Us/We</b>	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.
<b>The Property</b>	Property address: (1) Farm and lands of Cocklicks, Dumfries; (2) Cocklicks Plantation, Ruthwell, Dumfries; and (3) Newfield Plantation, Ruthwell, Dumfries Land Register of Scotland title number:DMF16986 and DMF21696, as more fully described in Part 1 of the Schedule.
<b>Your assets that are secured</b>	By entering into this Standard Security you are giving us security over the Property.
<b>Your obligations to us that are secured</b>	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').
<b>Schedule</b>	The Schedule in three parts annexed and executed as relative to this Standard Security.
<b>Scottish Security Conditions</b>	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.

**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, the Plan 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 CLS Farming Limited**

**acting by a  
director**

\_\_\_\_\_  
(name of director) **Director**

**at:** \_\_\_\_\_  
(insert place of signing)

**on:** \_\_\_\_\_  
(insert date of signing)

**in the presence of:**

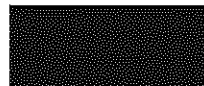
Signature of Witness \_\_\_\_\_

Print full name \_\_\_\_\_

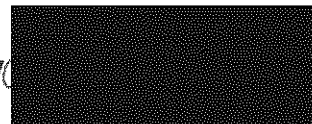
Address \_\_\_\_\_  
\_\_\_\_\_

**acting by two  
directors or a director and the secretary**

CHRISTOPHER WILLIAM SOMERVILLE **Director**  
(name of director)



LAURA ELLEN SOMERVILLE **Director/Secretary**  
(name of director/secretary)



**at:** MAVCHLINE  
(insert place of signing)

**on:** 20 MARCH 2024  
(insert date of signing)

**This is the Schedule in three parts referred to in the foregoing Standard Security by CLS Farming Limited in favour of HSBC UK Bank plc**

**PART 1**

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

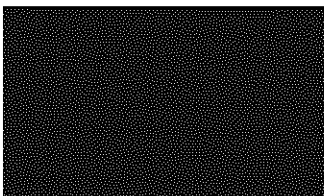
ALL and WHOLE (In the First Place) the subjects delineated in red on the plan annexed and subscribed as relative hereto (the "Plan") bounded on or towards the north by the subjects registered in the Land Register of Scotland under Title Number DMF21696 and on or towards the west partly by the subjects registered in the Land Register of Scotland under Title Number DMF16986 under exception of the subjects tinted orange and mauve on the Plan which subjects secured form part and portion of ALL and WHOLE the farm and lands of Cocklicks in the former Parish of Ruthwell and County of Dumfries extending to Two hundred and seventeen acres and nine decimal or one hundredth parts of an acre or thereby being the subjects more particularly described in, disposed by and shown delineated in red and coloured pink on the Plan Number 1 annexed and signed as relative to the Disposition by James Dickson and Others in favour of Gilbert Alexander Marshall and Mrs Maureen Marshall dated 29<sup>th</sup> April and recorded in the Division of the General Register of Sasines 16<sup>th</sup> May both months of 1988 under exception of (First) ALL and WHOLE the subjects more particularly described in Disposition by Gilbert Alexander Marshall and Mrs Maureen Marshall with consent thereinmentioned in favour of Edward Alexander Marshall and Mrs Margaret Yvonne Marshall dated 27<sup>th</sup> October and 11<sup>th</sup> November and recorded in the said Division of the General Register of Sasines on 27<sup>th</sup> November both months of 1992 and (Second) ALL and WHOLE the subjects more particularly described in Disposition by Gilbert Alexander Marshall and Mrs Maureen Marshall with consent thereinmentioned in favour of Samuel James Marshall dated 4<sup>th</sup> and 8<sup>th</sup> April and recorded in the said Division of the General Register of Sasines on 18<sup>th</sup> August both months of 2005 ; (In the Second Place) ALL and WHOLE the subjects known as Newfield Plantation, Ruthwell, Dumfries, registered in the Land Register of Scotland under Title Number DMF16986 and (In the Third Place) ALL and WHOLE the subjects known as Cocklicks Plantation, Ruthwell, Dumfries registered in the Land Register of Scotland under Title Number DMF21696 ; Together with by way of inclusion and not exception the whole buildings and other erections thereon, the heritable fixtures and fittings, the teinds and the parts, pertinents, rights and privileges thereof and your whole right title and interest therein and thereto; and Together also with the right to (One) the real burdens set out in Part 2 of the Schedule annexed and signed as relative to the Disposition by Mrs Maureen Marshall, Edward Alexander Marshall and Anthony Gilbert Marshall in your favour dated on or around the date hereof (the "Schedule") and (Two) the servitudes set out in Part 3 of the Schedule;

**PART 2**

none

**PART 3**

Licence Agreement between CLS Farming Limited and Edward Marshall constituted by missives between D W Shaw Solicitors Cullen Kilshaw Solicitors dated on or around the date hereof



Millar Bryce

Cockburnspath, ANNAN, DG17 5HT



Reference: 1008002/10  
Number: 14  
Date: October 2022

Co-ordinate of Corner:  
Sitting: 252,813  
Northing: 709,810

Scale:  
1:2,500  
Paper Size:  
A1

0 10 20 30 40 50 60 70 80 90 100



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THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY  
BY CLS FARMING LIMITED IN FAVOUR OF HSBC UK BANK PLC

