



Registration of a Charge

Company name: **PORTZIM LIMITED**

Company number: **01222189**



X87G2UZM

Received for Electronic Filing: **12/06/2019**

Details of Charge

Date of creation: **06/06/2019**

Charge code: **0122 2189 0006**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **LILLIARDESDGE CARAVAN PARK, JEDBURGH, TD8 6DZ**

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: **LAURENCE DOUGLAS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1222189

Charge code: 0122 2189 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2019 and created by PORTZIM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2019 .

Given at Companies House, Cardiff on 13th June 2019

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**

I CERTIFY THE FOREGOING
REPRODUCTION TO BE A TRUE
AND COMPLETE COPY OF THE
ORIGINAL INSTRUMENT


SOLICITOR/NOTARY PUBLIC
BRIDGES LLP
15 ATHOLL CRESCENT
EDINBURGH EH3 8HA

STANDARD SECURITY

by

Portzim Limited

in favour of

HSBC UK Bank plc

Property:

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Scottish Commercial Security Conditions (2018 edition).

- HSBC UK Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in this Standard Security. What this means is that both present and future debts, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or other liabilities are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Standard Security will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the Scottish Commercial Security Conditions contain other terms which affect you.

This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.

STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

Bank:	HSBC UK BANK plc , a company incorporated under the Companies Acts (Company Number 09928412) and having a place of business at Securities Processing Centre, P O Box 6304, Coventry CV3 9JY and its successors and assignees.
Borrower:	BORDER CARAVANS LIMITED , a company incorporated under the Companies Acts (Company Number SC245575) and having their registered office c/o Farries, Kirk & McVean Dumfries Enterprise Park, Tinwald Downs Road, Heathhall, Dumfries, DG1 3SJ.
Proprietor:	PORTZIM LIMITED , a company incorporated under the Companies Acts (Company Number 1222189) and having their Registered Office at Moorside Farm Laversdale, Irthington, Carlisle, Cumbria, CA6 4PS.
Debt:	<p>(a) All money and liabilities whatever, whenever and however incurred, whether with or without the Proprietor's knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:</p> <ul style="list-style-type: none">(i) overdrafts, personal and other loans or facilities and further advances of money;(ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;(iii) discount, commission and other lawful charges and expenses;(iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement. <p>(b) Money agreed to be paid by the Proprietor under paragraph 14 of the Scottish Commercial Security Conditions.</p> <p>(c) Any amount due under paragraph 23 of the Scottish Commercial Security Conditions.</p> <p>If there is more than one person named as Borrower, this Standard Security will secure the Debt of them together and each of them individually and all or any of them with any other person.</p>
Property	Lilliardsedge Caravan Park, Jedburgh, TD8 6DZ as more fully described in Part 1 of the Schedule and as shown outlined in red and coloured brown, yellow, purple, pink and blue on the plan forming Part 2 of the Schedule (excluding, for the avoidance of doubt, the subjects coloured green on the said plan).
Schedule	The Schedule annexed to this Standard Security.
Scottish Commercial Security Conditions:	The Scottish Commercial Security Conditions (2018 edition) dated 27 June 2018 and registered in the Books of Council and Session on 29 June 2018 and any variation or extension of those Conditions. Words defined in the Scottish Commercial Security Conditions have the same meaning in this Standard Security.

1. The Borrower undertakes to pay and discharge the Debt of the Borrower to the Bank.
2. The Borrower and the Proprietor undertake to comply fully with the Scottish Commercial Security Conditions, the terms of which are incorporated into this Standard Security. The

Error! Unknown document property name. PUBLIC

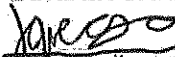
Standard Security - Company - Indirect


Borrower and the Proprietor acknowledge having received a copy of the Scottish Commercial Security Conditions.

3. The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Bank over the Property.
4. 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 Commercial Security Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Proprietor grants warrandice
6. A certificate signed by any manager or officer of the Bank as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Borrower and the Proprietor.
7. The Borrower and the Proprietor consent to the registration of this Standard Security and of any certificate referred to above for execution.


IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages and the Schedule annexed are executed by the Borrower and the Proprietor as follows:


BY BORDER CARAVANS LIMITED:


signature of witness
Jordan Gregg
full name of witness
Three Acres, Easter Ulston
Sedburgh
TD8 6TF
address of witness


signature of Director/authorised signatory
BRIAN WETHERLEY
full name of Director/authorised signatory (print)
27/5/19
date of signing
JEDBURGH
place of signing

BY PORTZIM LIMITED:


signature of witness
Jordan Gregg
full name of witness
Three Acres, Easter Ulston
Sedburgh
TD8 6TF
address of witness


signature of Director/authorised signatory
BRIAN WETHERLEY
full name of Director/authorised signatory (print)
27/5/19
date of signing
JEDBURGH
place of signing

Please remember to sign the Schedule

This is the Schedule referred to in the foregoing Standard Security by Portzim Limited in favour of HSBC UK Bank plc

PART 1

Description of the Property secured in favour of the Bank

1. ALL and WHOLE that area of ground extending to 14.4 acres or thereby situated generally to the south-west of the A68 Jedburgh - St Boswells public road in the Parish of Ancrum and County of Roxburgh together with the buildings situated thereon including the service block (which includes shop and bar facilities) 4 toilet blocks and Warden's house situated thereon, and the fixtures and fittings therein and thereon and which subjects are more particularly described in, disposed by and shown delineated in red on the plan annexed and executed as relative to the Disposition by The Earl of Ancrum in favour of Portzim Limited dated 21st January and recorded in the Division of the General Register of Sasines applicable to the County of Roxburgh on the 27th February both dates in the year 1991 and which subjects form part and Portion of ALL and WHOLE those parts and portions of the Land and Barony of Over Ancrum more particularly (SECOND) described in and delineated by the outer edge of red lines and coloured pink on Plan No. 2 annexed and subscribed as relative to Disposition by the Trustees of the Twelfth Marquess of Lothian in favour of The Earl of Ancrum dated 10th March and recorded in the said Division of the General Register of Sasines on 16th July all 1986;.
2. ALL and WHOLE that area of ground extending to 19.5 acres or thereby situated generally to the south-west of the A68 Jedburgh - St Boswells public road in the said Parish and said County which subjects are more particularly described in, disposed by and shown delineated in red on the plan annexed and executed as relative to the Disposition by The Earl of Ancrum in favour of Portzim Limited dated 1st April and recorded in the said Division of the General Register of Sasines on 8th May both dates in the year 1991, and which subjects form part and Portion of ALL and WHOLE those parts and portions of the Land and Barony of Over Ancrum more particularly (SECOND) described in and delineated by the outer edge of red lines and coloured pink on Plan No. 2 annexed and subscribed as relative to Disposition by the Trustees of the Twelfth Marquess of Lothian in favour of The Earl of Ancrum dated 10th March and recorded in the said Division of the General Register of Sasines on 16th July all 1986;.
3. ALL and WHOLE those three areas of ground extending respectively to 22.35 acres or thereby, 1.10 acres or thereby, and 3.42 acres or thereby situated generally to the south-west of the A68 Jedburgh - St Boswells public road in the said Parish and the said County and are more particularly described (FIRST) in and disposed by and shown delineated in red on the plan annexed and executed as relative to the Disposition by the Trustees of the Lothian Family Trust in favour of Portzim Limited dated 27th March and 2nd April and recorded in the said Division of the General Register of Sasines on 8th May, all dates in the year 1991; and which subjects form part and portion of ALL and WHOLE the Lands and others in the said Parish and County more particularly described in and (SECUNDO) (FIRST) disposed by Disposition by the Eleventh Marquess of Lothian's Trustees and another in favour of the then Trustees acting under the Deed of Trust dated 11th February 1963 and recorded in the Division of the General Register of Sasines applicable to the County of Roxburgh on 25th June 1964;.
4. ALL and WHOLE that area of ground extending to 0.55 acres or thereby situated generally to the south-west of the A68 Jedburgh - St Boswells public road in the said Parish and the said County and are more particularly respectively described (SECOND) in and disposed by and shown delineated and hatched in blue on the plan annexed and executed as relative to the Disposition by the Trustees of the Lothian Family Trust in favour of Portzim Limited dated 27th March and 2nd April and recorded in the said Division of the General Register of Sasines on 8th May, all dates in the year 1991; and which subjects form part and portion of ALL and WHOLE the Lands and others in the said Parish and County more particularly described in and (SECUNDO) (FIRST) disposed by Disposition by the Eleventh Marquess of Lothian's Trustees and another in favour of the then Trustees acting under the Deed of Trust dated 11th February 1963 and recorded in the Division of the General Register of Sasines applicable to the County of Roxburgh on 25th June 1964;.

5. ALL and WHOLE the subjects comprising two areas of ground at Lilliardsedge Caravan Park, Jedburgh, TD8 6TZ registered in the Land Register of Scotland under Title Number ROX4438;
6. ALL and WHOLE the subjects at Lilliardsedge Caravan Park, Jedburgh, TD8 6TZ registered in the Land Register of Scotland under Title Number ROX14360

Together with (first) the whole buildings and erections and the whole fittings and fixtures, in and upon the subjects secured by this standard security (second) the whole parts, privileges and pertinents and the whole rights, mutual, exclusive and otherwise pertaining to the subjects hereby secured and (third) the Proprietor's whole right, title and interest present and future in and to the said subjects and others hereby secured

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PART 2

COMPOSITE PLAN

This is the plan referred to in the foregoing Standard Security by Portzium Limited in favour of HSBC UK Bank plc

Millar Bryce

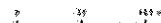
Lilliardsedge Caravan Park, Jedburgh, TD8 6TZ



Reference: 0119609/HS
Version: 1.0
Date: April 2019

Co-ordinates at Centre:
Easting: 361815
Northing: 676548

Scale:
1:2,500
Paper Size:
A2



Legend

- ROX14360
- ROX4438
- 27-Feb-1991
- 08-May-1991 19.5 Acres
- 08-May-1991 22.35 Acres etc.
- Excepted Subjects

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Brian Wetherley
Boris Carman
Director

Brian Wetherley
Portzium
Director