

# MR01

## Particulars of a charge



Companies House



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

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

☒ **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 no  
instrument. Use form MR08.

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

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



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



JNI 15/03/2017 #53  
COMPANIES HOUSE

### 1 Company details

Company number N 1 0 2 7 3 2 1  
Company name in full WESTLAND HORTICULTURE LIMITED

0013

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 0 6 0 3 2 0 1 7

### 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 NORTHERN BANK LIMITED

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.

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**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 the subjects being part of Cladence Farm, Chapelton, Strathaven ML10 6SL lying to the east of the road leading from East Kilbride to Strathaven and registered in the Land Register of Scotland under Title Number LAN39668

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.

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**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**

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**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**

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**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**

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**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).

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**Signature**

Please sign the form here.

Signature

Signature

X  X

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

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## 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 **ZOE CALDERWOOD**

Company name **MILLER SAMUEL HILL BROWN LLP**

Address **RWF HOUSE**

**5 RENFIELD STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 5 E Z**

Country

DX **DX GW 161**

Telephone **0141 227 6074**

**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)**



**FILE COPY**

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

Company number: NI27321

Charge code: NI02 7321 0013

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 6th March 2017 and created by WESTLAND HORTICULTURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2017.

Given at Companies House, Belfast on 16th March 2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Our Ref:UK/

GLASGOW	13/3/17	(date)
CERTIFIED A TRUE AND FAIR COPY OF THE ORIGINAL		
MSH13		(Sign)
MILLER SAMUEL HILL BROWN LLP SOLICITORS RWF HOUSE, 5 RENFIELD STREET		

**Standard Security-  
Company**

by

**Westland Horticulture Limited**

in favour of

**Northern Bank Limited**

over subjects

**Part of Cladance Farm, Chapelton  
Strathaven ML10 6SL**

**Standard Security - Company**

Northern Bank Limited registered in Northern Ireland R568, Registered Office Donegall Square West Belfast BT1 6JS.  
Danske Bank is a trading name of Northern Bank Limited.

**WE, WESTLAND HORTICULTURE LIMITED**, incorporated under the Companies Acts in Northern Ireland (Registered Number NI027321) and having our Registered Office at 61 Malone Road, Belfast, Antrim BT9 6SA undertake to **NORTHERN BANK LIMITED**, incorporated under the Companies Acts in Northern Ireland (Registered Number R0000568) and having their registered office at Donegall Square West, Belfast, BT1 6JS ("the Bank") as follows:-

## **1. SUMS TO BE PAID**

We shall pay to the Bank the following sums:-

- (a) all sums which are now owed or which may in the future be owed to the Bank by us;
- and
- (b) all sums which are now owed or which may in the future be owed to the Bank by us jointly with any other person or persons (including an individual, a firm or partnership, a company, a society, an unincorporated association or other body);

and all these liabilities will apply whether the party or parties who owe the sum or sums to the Bank owe the sum or sums to the Bank as principal debtor(s) or as guarantor(s) and even if the liability may depend upon events which may or may not happen.

Unless we otherwise agree in writing, the sums referred to in this Clause shall not include sums due or becoming due by any firm of which we may be a partner under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974.

## **2. WHEN PAYMENT IS DUE**

We shall pay the sums referred to in Clause 1 not later than the end of a period of 7 days after a written demand by the Bank for payment unless there is a separate agreement in writing with the Bank which provides for payment of the sums referred to in Clause 1 otherwise than on demand. If there is such a separate agreement then the provisions of that agreement as to the time of payment shall apply.

## **3. INTEREST**

- 3.1 We shall pay interest on every sum referred to in Clause 1, and the interest will be calculated from the date when the relevant sum is advanced by the Bank or becomes due to be paid to the Bank or (if there is more than one sum) the dates when the relevant sums are advanced or become due to be paid to the Bank.
- 3.2 The rate (or rates) at which the interest we are to pay will be charged will be either:

- (a) the rate (or rates) specified in a separate agreement in writing entered into or to be entered into with the Bank, and the basis of calculating the interest due will be as provided for in that agreement; or
- (b) where there is no such separate agreement in writing, or for so long as there is no such separate agreement, the annual rate of 2 (two) per cent above the Bank's published Base Rate from time to time and in any such case the basis of calculating the interest due will be in accordance with the Bank's usual practice for the relevant type or types of lending.

3.3 Interest will be payable by us as set out above in relation to periods both before and after the date of any court decree obtained by the Bank requiring payment of any sum or sums referred to in Clause 1.

#### **4. FURTHER CONDITIONS**

We agree the following with reference to our undertakings in this deed:-

##### **4.1 GUARANTEES AND OTHER SECURITIES**

- (a) Nothing in this deed shall prejudice or affect any guarantees or any securities which the Bank may hold at any time over any property of any kind in relation to the undertakings given by us in this deed. The Bank shall have power to discharge or release, in whole or in part, any such guarantees or securities or to sell, dispose of or otherwise deal with any such securities or any property held under those securities without putting the proceeds of the sale, dealing or disposal towards payment of the sums or interest which we have undertaken to pay to the Bank. The actings of the Bank in the exercise of the power given to the Bank in this sub-clause shall not in any way release, modify, render unenforceable or otherwise prejudice or affect obligations undertaken by us in this deed.
- (b) The Bank may at all times without notice to us or to any other person or guarantor and without prejudicing or affecting any securities or other rights available to the Bank in relation to our obligations in terms of this deed (unless contrary to the provision of any separate agreement in writing entered into by us with the Bank):-
  - (i) terminate, vary or increase any credit or banking facilities of any nature given to us or to any other person;
  - (ii) give to us or to any other person either any additional time to pay any sum or sums and/or interest due to the Bank, or any other concession or relaxation of any nature;
  - (iii) enter into or consent to or participate in any arrangement formal or informal with us or with any other person or guarantor or with or involving any person who is a trustee in bankruptcy, liquidator, receiver, administrator or trustee under any trust deed for creditors or the like (whether or not appointed by a court) by which property is sold or realised or otherwise dealt with for the benefit of creditors, even although the arrangement may compromise the Bank's claim against us or any other person or guarantor;
  - (iv) exercise any right which/we at the relevant time may have to obtain the release of or redeem any security over our property (meaning and including property of every kind) if the relevant security has

priority over, or has equal priority with, any security held by the Bank over the relevant property or item of property. If the Bank exercises any such right the Bank will be entitled to recover from us the costs properly incurred by the Bank in exercising any such right.

#### **4.2 CONTINUING OBLIGATION**

Our obligations in terms of this deed shall be continuing obligations and will remain in force until discharged in writing by the Bank. Any securities held for those obligations will also continue in force until discharged in writing by the Bank. The provisions of this Clause will apply in spite of any operations on any accounts with the Bank, whether those accounts are in debit or in credit and whether the sum or sums and/or interest due to the Bank are at any time settled or repaid.

#### **4.3 EVIDENCE OF AMOUNT OWED**

A Certificate signed by the Secretary, a Manager or any other official authorised by the Bank shall be conclusive evidence of the sum or sums and/or interest due to the Bank by us or any of us or our respective executors or representatives except where the relevant certificate contains an obvious or demonstrable error.

#### **4.4 POSTPONEMENT OF CERTAIN ENFORCEMENT**

Where legal proceedings are taken by the Bank in connection with any sum or sums and/or interest due by us to the Bank, and the Bank is or becomes entitled to arrest sums, seize goods or take any other step or action for or towards the recovery of any such sum or sums and/or interest, no such step or action may be delayed or suspended without the amount claimed by the Bank being consigned or deposited by us in court in accordance with legal requirements from time to time in connection with consignations or deposits in such circumstances (or otherwise as the Bank may agree).

#### **4.5 EACH GRANTER LIABLE FOR ALL OBLIGATIONS**

If the obligations in terms of this deed for payment to the Bank of a sum or sums of money and/or interest are granted by more than one person:

- (a) the obligations shall be binding individually on each granter of the obligations and on the executors and representatives of each granter and shall also be joint obligations of each granter with each of the granters;
- (b) in each case (individually and jointly) the liability shall be for the whole of the sum or sums and/or interest due to the bank and for all of the obligations of the granters in terms of this deed; and
- (c) all rights given to the Bank by this deed may be exercised by the Bank not only against or in relation to the granters of this deed or any of them but also against or in relation to the executors and representatives of the granters of this deed or of any of them.



## **GRANT OF SECURITY**

In security for the sum or sums and/or interest due or to become due to the Bank in terms of this deed (including any sum or sums and/or interest due or to become due under a regulated consumer credit agreement if that has been agreed in writing)

WE, the said **WESTLAND HORTICULTURE LIMITED**, GRANT a standard security in favour of the Bank over the following property ("the Property"):-

ALL and WHOLE the subjects being part of Cladance Farm, Chapelton, Strathaven ML10 6SL lying to the east of the road leading from East Kilbride to Strathaven and registered in the Land Register of Scotland under Title Number LAN39668

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation of them operative for the time being shall apply; And we agree that those Standard Conditions shall be varied as follows:-

### **(1) Definitions**

In the following clauses:-

- (a) "Debtor" means the granter(s) of the personal obligations in this deed for payment to the Bank of any sum or sums and/or interest unless the granter(s) of the personal obligations is/are not the owner(s) or proprietor(s) of the Property. In that case, "Debtor" shall mean the owner(s) or proprietor(s) of the Property except in relation to:
  - (i) Standard Condition 9 (1) (Default), Standard Condition 10 (1) (Rights of creditor on default) and Standard Condition 12 (Expenses relating to the security) where "Debtor" shall mean the granter(s) of the personal obligations, and
  - (ii) Standard Condition 11 (Right of redemption) where "Debtor" shall mean the granter(s) of the personal obligations and the owner(s) or proprietor(s);
- (b) the singular includes the plural and the plural includes the singular;
- (c) the masculine includes the feminine; and
- (d) "the Bank" includes persons deriving right from the Bank.

**(2) Insurance**

The Debtor shall insure the Property in the name of the Debtor and, unless otherwise agreed by the Bank, in the name of the Bank for their respective rights and interests for the reinstatement value of the Property or to any other value approved by the Bank. The insurance will be against the risk of fire and such other risks as the Bank may reasonably require and will be with an insurer chosen by the Debtor and approved by the Bank, whose approval shall not be unreasonably withheld. If the Debtor fails so to insure the Property, the Bank shall be entitled (but not bound) to arrange the insurance and to recover from the Debtor the costs incurred by the Bank in arranging the insurance. The Debtor assigns to the Bank all rights and claims under any policy of insurance arranged in terms of this Clause and/or in terms of Standard Condition 5(a). Every sum becoming payable under any such policy shall be used either for or towards making good the loss or damage in connection with which the sum became payable or if required by the Bank for repayment (in whole or in part) of the sum or sums and/or interest due to the Bank in terms of this deed.

**(3) Matters requiring Bank consent**

Unless the Debtor has the consent in writing of the Bank the Debtor shall not:-

- (a) alter the use of the Property, or make any application directly or indirectly for planning permission;
- (b) part with occupation of the Property or any part of the Property where at the date of this Standard Security or at any time subsequently the Debtor is in occupation of the Property;
- (c) apply in relation to the Property for an improvement grant or other grant or payment under any statute of any kind, including any statute relating to housing, agricultural land, or crofts;

- (d) grant in favour of any person any right upon or affecting the Property or any part of it or otherwise restrict or burden the title of the Property or any part of it, including granting any servitude, wayleave, or water or drainage rights or other continuing rights or real burdens;
- (e) create or agree to create a subsequent security over the Property or any part of it; or
- (f) convey, transfer or otherwise deal with the Property or any part of it to any person without this Standard Security first being discharged or redeemed.

**(4) Compulsory Purchase**

If the Property or any part of it is compulsorily purchased or requisitioned or is the subject of any notice to treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the Debtor to compensation by reason of such acquisition shall be held to be assigned to the Bank, with full power to the Bank to negotiate, agree and adjust and accept payment of the amount of such compensation.

**(5) Ejection from the Property**

The Bank may, at any time after the Bank becomes entitled to take possession of the Property, serve notice on the Debtor requiring the Debtor to vacate the Property within a period of seven days and the Debtor shall upon the expiry of that period vacate the Property so far as occupied by him or others for whom he is responsible. The Debtor agrees that a court action by the Bank for a warrant for summary ejection of the Debtor from the Property may competently proceed in the Sheriff Court of the District in which the Property is situated.

**(6) Continuing security**

The Security created by this Standard Security shall be a security to the Bank for any balance which may remain due to the Bank after applying any payments received by the Bank from any person (including any trustee in sequestration, receiver, liquidator, administrator, trustee under any trust deed for creditors or trustee or nominee under, or supervisor of, a voluntary arrangement) in respect of the sum or any of the sums and/or interest or liabilities secured by this Standard Security. The Debtor shall not be entitled to require from the Bank any assignation of any such sum or sums and/or interest and liabilities or any part of it 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 Debtor to the Bank or to have the benefit of any securities held by the Bank until the whole amount secured by this Standard Security has been paid or settled in full.

**(7) Assignment by the Bank**

The Bank may assign this Standard Security and any sums due under the Standard Security to any other Bank or person without the consent or approval of the Debtor. The Debtor will be bound to any transferee in respect of the transferred obligations to the same extent as the Debtor was originally bound to the Bank and the Bank may release to any such transferee any information they hold about the Debtor, the conduct of the Debtor's account and the Standard Security .

(8) **Disposal of things left in the Property**

Standard Condition 10 gives the Bank certain remedies following default by the person or persons who have granted the obligations secured by this deed. If the Bank exercises any of those remedies and if the Debtor fails to remove from the Property 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 ("moveable items"), after being called upon by the Bank by notice in writing to remove moveable items within a reasonable period (which will be specified in the Bank's notice), the Bank shall be entitled and are irrevocably authorised as agents of the Debtor to remove, sell, store or otherwise deal with or dispose of moveable items in such manner and upon such terms as the Bank (acting reasonably) may think fit. This entitlement is subject only to an obligation on the Bank, if and to the extent that the Bank at its discretion sells any of the same which is or are the property of the Debtor, to account to the Debtor for any price received by the Bank for any moveable item or items after deducting all expenses incurred by the Bank in connection thereto. The Bank shall not be liable for any loss or damage caused to the Debtor by the exercise of this entitlement. The Debtor shall indemnify the Bank against all expenses incurred by the Bank in connection with or incidental to the removal, sale, storage or other dealing with or disposal of moveable items and against all claims by or liability to any third party claiming ownership of any moveable item.

And (subject as aforesaid) we grant warrandice and we consent to registration hereof and of any such Certificate as aforesaid for execution.

Subscribed on behalf of the said **WESTLAND HORTICULTURE LIMITED** by

Director

Print Name

Director/Secretary

Print Name

At

GRANVILLE

on the

16<sup>th</sup>

day of

SEP

2016