



Registration of a Charge

Company name: **RICHARD F. MACKAY LIMITED**

Company number: **SC022703**



X95C3D35

Received for Electronic Filing: **18/05/2020**

Details of Charge

Date of creation: **05/05/2020**

Charge code: **SC02 2703 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

DO



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 22703

Charge code: SC02 2703 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th May 2020 and created by RICHARD F. MACKAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2020 .

Given at Companies House, Edinburgh on 19th May 2020

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**

THIS DOCUMENT AND THE BANK'S FLOATING CHARGE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Richard F. Mackay Limited **Registered No:** SC022703

Bank: The Royal Bank of Scotland plc

The Bank's Floating Charge Terms dated and registered in the Books of Council and Session on 15th September 2010 form part of this deed and are available to be read and printed online.

To access the Terms go to www.rbs.co.uk/terms and enter **fcs0910**, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
 - 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Floating Charge

- 2.1 The Owner, as a continuing security for the payment on demand of the Owner's Obligations, gives to the Bank a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 2.2 Any fixed charge given by the Owner to the Bank will rank in priority to the floating charge.
- 2.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Owner after completion of this deed, unless the Bank agrees otherwise.

3. Appointment of Receiver or Administrator

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.

4. Restrictions

The Owner will not, without the Bank's consent:

- 4.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of the Bank.
- 4.2 dispose of any of its Land. References to **Land** are to any interest in heritable, freehold or leasehold land.
- 4.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 4.4 dispose of any other property, assets or rights, other than in the ordinary course of business.
- 4.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.

4.6 call on, or accept payment of, any uncalled capital.

5. **Consent to Registration**

A certificate signed by a Bank official as to the amount of the Owner's Obligations will be binding on the Owner, except if there is an obvious error. The Owner consents to the registration of this deed and the certificate for preservation and execution.

Subscribed by the Owner

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Director/Secretary

Where only one Director signs, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

LEE-ANNE PURVIS

Date

05 10 15 20

You must date
the document