

252112 £23

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

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is 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**
You may not use this form
to register a charge where the
instrument is not an instrument. Use form MR01.

WEDNESDAY



S6HTUBYW

SCT 25/10/2017 #12
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
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

Company number S C 0 2 4 9 5 0

Company name in full Scottish Environmental and Outdoor Education Centres Association



→ **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 2 3 1 0 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 Clydesdale Bank PLC

Name

Name

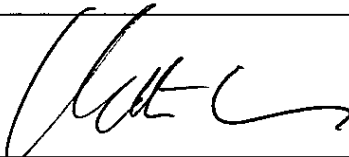
Name

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.

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	ALL and WHOLE that area of ground extending to 9.37 hectares or thereby in the Parish of Aberfoyle, known as Dounans Centre, which area of ground is more particularly described in and disposed by the Feu Disposition by The Secretary of State for Scotland in favour of Scottish National Camps Association Limited dated 19 February 1987 and recorded GRS Perth on 3 March 1987 and now registered in the Land Register of Scotland under Title Number PTH51468.	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  X This form must be signed by a person with an interest in the charge.		

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 **Kenneth Irons**

Company name **Gillespie Macandrew**

Address **5 Atholl Crescent**

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 3 8 E J**

Country **Scotland**

DX **ED 113 - 1**

Telephone **0131 225 1677**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 24950

Charge code: SC02 4950 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd October 2017 and created by SCOTTISH ENVIRONMENTAL AND OUTDOOR EDUCATION CENTRES ASSOCIATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2017.

Given at Companies House, Edinburgh on 31st October 2017



Companies House



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



We
care
about
here



I certify this is as a true copy of the corresponding page
of an original document seen by me.

Signed: *[Signature]* Date: *24/10/17*
for and on behalf of
Gillespie Macandrew
5 Atholl Crescent
Edinburgh EH3 8EJ

STANDARD SECURITY

by

**SCOTTISH ENVIRONMENTAL AND
OUTDOOR EDUCATION CENTRES
ASSOCIATION** in favour of

**Clydesdale Bank PLC (trading as both
Clydesdale Bank and Yorkshire Bank)**

**Subjects: Dounans Centre Aberfoyle,
Stirling FK8 3UT**

Date: *10* October 2017

STANDARD SECURITY

by

Name: Scottish Environmental and Outdoor Education Centres Association

Company Number: SC024950

Registered Office: Loaningdale House, Carwood Road, Biggar, Lanarkshire, ML12 6LX

("the Company")

in favour of:

Name: Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank) incorporated in Scotland under the Companies Acts

Company Number: SC001111

Registered Office: 30 St Vincent Place, Glasgow, G1 2HL

Details for Notices:

Address: Business Lending Services, 20 Merrion Way, Leeds LS2 8NZ

Fax: 0113 807 2448 (CB) / 0113 807 2359 (YB)

Reference: CB/80068767/210842/S408497/03/200000. ("the Bank")

over:

Dounans Centre Aberfoyle, Stirling FK8 3UT

being the subjects more particularly described in the Schedule annexed.

("the Property")

in respect of:

All present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Company to the Bank; and in whatever manner and on any account.

("the Secured Liabilities")

Other defined terms used in this Standard Security are as set out in Clause 12.

1. Undertaking to Pay Secured Liabilities

The Company:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Bank or as the Bank may direct:
 - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - 1.1.2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Bank;
- 1.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) at 6% over the Bank of England Base Rate as it may vary from time to time from the due date until paid in full; and
- 1.3 agrees with the Bank that a certificate signed by or on behalf of the Bank as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Company.

2. Standard Security

The Company as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Bank a standard security over the Property.

3. Standard Conditions

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

4. Variation to Standard Conditions

The Standard Conditions will be varied to the effect that:

4.1 Insurance

The Company will insure the Property (and unless otherwise agreed by the Bank, with the Bank as joint insured for its rights and interests) to the extent of the higher of (i) the market value of the Property and (ii) the full reinstatement value of the Property or to any other extent approved by the Bank against the risk of fire and such other risks normally insured against or as the Bank may require with a reputable insurance company approved by the Bank. The Company will not do and will not allow anything to be done which might prejudicially affect any insurance policy in respect of the Property. In the event that the Company fails to insure the Property, the Bank is entitled but not bound to effect such insurance and to recover the costs from the Company;

4.2 Insurance Proceeds

Subject to the terms of any lease affecting the Property, all sums paid under any such insurance policy in compliance with Clause 4.1 must be paid to the Bank, and at the option of the Bank will be used either to repay the Secured Liabilities or to repair, reinstate or replace the loss or damage in respect of which the insurance proceeds are paid;

4.3 Use

The Company will not alter the use of the Property, without the written consent of the Bank;

4.4 Occupation and Letting of the Property

- 4.4.1 The Company will not part with occupation of the Property or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or

and if the Bank does not do so then, unless the Bank gives express written notice to the contrary to the Company, as from the time of receipt or deemed receipt of such notice by the Bank all payments made by the Company to the Bank shall notwithstanding any appropriation by the Company to the contrary be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

7. Suspense Accounts

All monies received by the Bank under this Standard Security may at the discretion of the Bank be credited to a suspense account and may be held in such account for so long as the Bank shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

8. Costs and Expenses

8.1 The Company shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Property which costs, charges and expenses shall form part of the Secured Liabilities;

8.2 All amounts payable under Clause 8.1 shall bear interest at 6% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

9. Communications

Each notice, consent and other communication in respect of this Standard Security:

- 9.1 will be in writing (which includes by fax);
- 9.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 9.3 given to the Company will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Bank of a fax confirmation sheet; and
- 9.4 given to the Bank will be effective only on actual receipt by the Business Lending Services Department of the Bank or such other department as may be notified to the Company from time to time.

10. Warrandice

The Company grants warrandice but excluding therefrom the lease between the Company and SOEC Limited dated 12, 13 and 19 all days of August 2014.

11. Registration

The Company consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 1.3 in the Books of Council and Session.

12. Interpretation

12.1 In this Standard Security:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being;

"Bank's Group" means the Bank, any subsidiary of it, any holding company of it and any subsidiary of its holding company;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock, or any other moveable property, whether of a personal or business nature;

"Permitted Encumbrances" means:

- (a) a fixed security in favour of the Bank;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company; and
- (c) an Encumbrance consented to in writing by the Bank;

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

- 12.2 without prejudice to any requirement to procure consent to the same "Company" and "Bank" include their successors, assignees and transferees;
- 12.3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;
- 12.4 if there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail, so far as permitted by law.

IN WITNESS WHEREOF these presents consisting of this and 6 preceding pages together with the Schedule are executed as follows:

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.


SIGNED for and on behalf of

**Scottish Environmental and Outdoor
Education Centres Association**

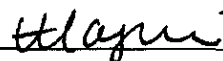
place of signing EDINBURGH

on 10/10/2017

GAVIN ALEXANDER CALDER Director
(Print Full Name)

 Director
(Signature)

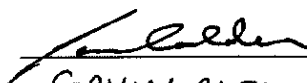
in the presence of:

 Witness
TERESA MAGUIRE Full Name
12 INVERLEITH AVENUE SOUTH Address
EDINBURGH EH3 5QA

Please sign the Schedule where indicated.

This is the Schedule referred to in the foregoing Standard Security by Scottish Environmental and Outdoor Education Centres Association in favour of Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)

ALL and WHOLE that area of ground extending to nine point three seven hectares or thereby in the Parish of Aberfoyle and County of Perth, which area of ground is more particularly described in, and disposed by and shown delineated by and including the red verges on the plan annexed and executed as relative to the Feu Disposition by The Secretary of State for Scotland in favour of Scottish National Camps Association Limited dated Nineteenth February Nineteen Hundred and Eighty Seven and recorded in the General Register of Sasines for the County of Perth on 3 March 1987, which area of ground forms PART AND PORTION of ALL and WHOLE those parts and portions of the Estates of Aberfoyle and Port of Menteith in the Parishes of Aberfoyle and Port of Menteith and County aforesaid described in and disposed by Disposition by The Montrose Estates Limited in favour of Sir Alexander Kay Muir Baronet dated Seventh and recorded in the Division of the General Register of Sasines applicable to the County of Perth on Twenty First both days of December Nineteen Hundred and Twenty Nine.

 Director
GAVIN ALEXANDER CALDER.

