



Registration of a Charge

Company Name: **IONA COMMUNITY (THE)**

Company Number: **SC096243**



XA83YIN7

Received for filing in Electronic Format on the: **05/07/2021**

Details of Charge

Date of creation: **05/07/2021**

Charge code: **SC09 6243 0001**

Persons entitled: **THE CO-OPERATIVE BANK P.L.C.**

Brief description: **SCOTTISH FLOATING CHARGE**

Contains fixed charge(s).

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: **SUSAN INGHAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 96243

Charge code: SC09 6243 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th July 2021 and created by IONA COMMUNITY (THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2021 .

Given at Companies House, Edinburgh on 5th July 2021

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

WE, IONA COMMUNITY (THE) incorporated under the Companies Acts (Company Number SC096243) and having our Registered Office at Suite 9, Govan Road, Glasgow, Scotland G51 4XS DO HEREBY BIND and OBLIGE ourselves to pay on demand to THE CO-OPERATIVE BANK p.l.c. having its Registered Office at P.O. Box 101, 1 Balloon Street, Manchester M60 4EP (hereinafter called "the Bank" which expression includes its successors or assignees whomsoever) all sums of money which now or which may at any time or from time to time be or become due to the Bank by us or for which we now are or may at any time or from time to time become liable or responsible to the Bank in any manner or way or in any respect whatsoever, whether alone or jointly with any other company, corporation, firm or other body or person(s) and whether as principal debtor or cautioner, or guarantor, or surety including in particular but without prejudice to the foregoing generality, sums of principal, interest, discounts, commissions, charges, costs and expenses, whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit, cautionary obligation or guarantee (whether granted by the Bank on our behalf or granted by us to the Bank) or any one or more of any such or otherwise howsoever: AND IT IS HEREBY PROVIDED AND DECLARED:

FIRST

That a certificate under the hand of a Manager, or other Authorised Official of the Bank shall be sufficient to fix conclusively and to ascertain and determine the whole sums, principal, interest and others, which shall be due by us or for which we shall be liable to the Bank as aforesaid and to constitute a balance against us and no suspension or interdict of any charge or threatened charge for payment of the balance so constituted shall be applied for by us or granted nor shall any sist of execution thereon be applied for by us or granted, nor shall any action for payment thereof be defended by us except on consignment of the full amount thereof:

SECOND

That nothing herein contained shall prejudice or affect any other security or securities which the Bank already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by us to the Bank over any property belonging to us, it being always in the power of the Bank to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed: and

THIRD

That the Bank, without prejudice to its rights under these presents and at its discretion, may grant to us or to any person or persons liable with or for us any time or other indulgence and may compound with us or them, accede to trust deeds and draw dividends and that all without notice to us or to any other person concerned.

AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT in favour of the Bank a QUALIFYING FLOATING CHARGE (being a charge to which Paragraph 14 of Schedule B1 to the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (the "Act") over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in our property and undertaking PROVIDED AND DECLARING always that:-

(Primo)

Except as may be otherwise agreed in writing by the Bank the Floating Charge hereby created shall rank in priority to any fixed security (other than any fixed security in favour of the Bank which shall rank in all respects in priority and in preference to the Qualifying Floating Charge hereby created) as defined in section 70 of the Act and any other charge being a fixed security or floating charge which shall have been granted or created by us after our execution hereof;

(Secundo)

In the event that payment of any sum hereby secured shall be demanded by the Bank or that the Bank shall be requested by us so to do, the Bank shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Act a receiver of the property hereby charged or an administrator of us;

(Tertio)

We shall be solely responsible for the acts and defaults of any receiver or administrator so appointed and for his remuneration, costs, charges and expenses and shall free and relieve the Bank of all liability therefor whether the Bank shall have undertaken or accepted such liability or been found liable therefor;

(Quarto)

Any demand or notice shall be in writing under the hand of a Manager, or other Authorised Official of the Bank and may (without prejudice to any other mode of service or delivery) be served on us by delivery thereof to any officer of us at any place or by post addressed to us at our registered office last known to the Bank and a demand or notice so addressed and posted shall be effective notwithstanding that it be returned undelivered;

(Quinto)

At any time (1) where there shall have occurred an event of default in respect of our obligations to the Bank; (2) after being requested by us to appoint such a receiver; or (3) after an application for an administration order in terms of Paragraph 22 of schedule B1 to the Act in relation to us is presented to the Court by us or our Directors or by a creditor or creditors of ours or any meeting of ours is convened for the purpose of considering any resolution to present an application for such an order; the Bank shall be entitled to appoint any one or more persons as a receiver of all or any of the charged assets and / or an administrator of us in each case in accordance with and to the extent permitted by the act and under declaration that:-

- (a) Any instrument of appointment of a receiver or notice of appointment of an administrator hereunder shall be deemed duly executed if signed by an authorised signing official of the Bank;
- (b) The Bank may appoint more than one person to be a receiver (with power to act both jointly and severally);
- (c) If any person appointed as a receiver or administrator in terms hereof shall be removed by

the Court or shall otherwise cease to act then the Bank shall be entitled to appoint one or more person or persons in his place;

- (d) Any receiver appointed by the Bank shall be entitled to exercise all the powers conferred upon a receiver by section 55 of the Act and administrator so appointed shall be entitled to exercise all powers conferred upon an administrator by Schedule B1 to the Act and both shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:-
- (i) to make any arrangements or compromise which he shall think expedient in respect of any claim by or against us and to sue in his own name or in our name;
 - (ii) to call up all or any portion of our uncalled capital;
 - (iii) to promote or procure the formation of any new company or corporation;
 - (iv) to subscribe for or acquire for cash any share capital of such new company or corporation in our name and on our behalf and/or in the name or names of a nominee or nominees or trustee or trustees for us;
 - (v) to sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realise the charged assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in our name and on our behalf and/or in the name or names of any nominee or nominees or trustee or trustees for it any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
 - (vi) to sell, assign, transfer, exchange or otherwise dispose of or realise on our behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
 - (vii) to sever and sell fixtures separately from the property to which they may be annexed;
 - (viii) to convene an extraordinary general meeting; and
 - (ix) power to acquire any property on our behalf;
- (e) The Bank and every receiver or administrator appointed by the Bank hereunder shall be entitled to be indemnified by us out of the charged assets (a) in respect of all liabilities and expenses incurred by us or him in the execution or purported execution of any of the powers, authorities or discretions vested in us or him pursuant to the Act or hereto and (b) against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the charged asset(s). The Bank and any such receiver or administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of the receiver's powers herein contained or referred

to.

AND WE UNDERTAKE to procure that while this security is in force:

- (A) When required by the Bank to grant such specific or fixed security or charge over the whole or any of the property of us or our subsidiary companies as shall be required by the Bank or as the Bank shall direct;
- (B) Without prejudice to the provisions hereinbefore contained, unless with the written consent of the Bank we shall not create or allow to come into being any security over or charge upon the whole or any part or parts of the property (including heritable real and leasehold property wherever situated) assets, undertaking or uncalled capital of us or any of our subsidiary companies and no debentures, debenture stock or loan capital shall be created or issued and generally no moneys shall be borrowed or raised or the payments thereof secured in any manner or way by us or any of our subsidiary companies;
- (C)
 - (1) The whole property and corporeal assets belonging to us and our subsidiary companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Bank may require, the relative Policy or Policies being effected as appropriate in the name of the Bank as creditors or being endorsed or noted with reference to the interest of the Bank as the Bank may require and we shall produce to the Bank, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Bank may at our expense effect or renew any such insurances as the Bank shall deem fit, and
 - (2) All sums which may at any time be received under any such insurance or any other insurance covering any of the property and corporeal assets of us or our subsidiary companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless the Bank shall require the same to be applied in or towards payment of any sum or sums due by us to the Bank, or shall otherwise consent in writing.
- (D) Except with the written consent of the Bank no part of the heritable, real or leasehold property of us or any of our subsidiary companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of us or any of our subsidiary companies and no other property or assets of us or any of our subsidiary companies shall be sold or otherwise disposed of unless in the ordinary course of our business or the business or the businesses of any of our subsidiary companies;
- (E) No uncalled capital shall be called up by us or received in advance of calls without the written consent of the Bank and every amount received by us in respect of uncalled capital shall be paid by us to the Bank and may be applied by the Bank in or towards satisfaction of sums hereby secured or intended to be secured; and
- (F) In fortification of this security and any further securities in favour of the Bank the titles to all our heritable real and leasehold property (so far as these are in our possession or within our control) and the documents of title to such of our incorporeal moveable property to

which there is a document of title shall be deposited with the Bank at any time if the Bank so requires.

CHARITY PROPERTY

The Property is held by or in trust for the Customer which is a non-exempt Charity and the charge is not one falling within Section 124(9) of the Charities Act 2011 ("the Act");

The Charge is one to which the restrictions imposed by Section 124 of the Act apply;

The charity trustees (as defined by the Act) of the Customer certify that they have the power under the trusts of the Memorandum and Articles of Association of the Customer to grant this charge and they confirm that they have obtained and considered written advice as required by Section 124(2) of the Act and will obtain and consider such written advice for any Customer Indebtedness for which the charge may be relied upon in the future.

AND we bind and oblige ourselves for the whole expenses of creating and enforcing this security and also for the expenses of any assignation or discharge thereof; and we warrant these presents at all hands and against all persons; and we consent to the registration hereof and of any Certificate signed in pursuance of these presents for preservation and execution: IN WITNESS WHEREOF these present on this and the preceding four pages are executed for and on our behalf by MARTIN SCOTT and GRANT JARVIE two Directors together at EDINBURGH on the 5TH day of JULY Two Thousand and Twenty One

X 
NAME (BLOCK CAPITALS) SARAH METCALFE


X 
NAME (BLOCK CAPITALS) MARTIN SCOTT

SIGNED as a Deed on behalf of the charity trustees of IONA COMMUNITY (THE) by:-

MARTIN SCOTT and GRANT JARVIE, two of their number under an authority conferred pursuant to section 333 of the Charities Act 2011

Signature: X ) Charity Trustee

NAME (BLOCK CAPITALS) MARTIN SCOTT

Signature: X ) Charity Trustee

NAME (BLOCK CAPITALS) GRANT JARVIE

Floating Charge

by

IONA COMMUNITY (THE)

in favour of

The Cooperative Bank plc

2021